

VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY
(VMRDA)



REQUEST FOR PROPOSAL (RFP)

**Design, Development and Maintenance of Web Applications for Visakhapatnam
Metropolitan Region Development Authority**

JANUARY - 2025

Visakhapatnam Metropolitan Region Development Authority

9th Floor, UdyogBhavan Complex, Siripuram, Visakhapatnam 530003, Andhra

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SECTION 1: LETTER OF INVITATION

Visakhapatnam
Date : XXXX

Dear Sir,

Sub: Request for Proposal (RFP) – Design, Development and Maintenance of Online Building Permission System (OBPS)for Gramapanchayats within VMRDA for residential buildings upto 300 Sq.mtsplot area and 10 mts height (excluding stilt) in the areas permissible as per rules in force (Project)in Visakhapatnam Metropolitan Region Development Authority.

1. Visakhapatnam Metropolitan Region Development Authority (VMRDA), intends to seek consultancy services of Consultants of state wide repute, who is well aware of the local laws and rules in force and now invites proposals to provide the following services: **Design, Development and Maintenance of Applications for the subject Project in Visakhapatnam Metropolitan Region Development Authority.** More details are provided on the Services are provided in the attached Terms of Reference.
 2. The Request for Proposal [RFP] invited from interested state level Consulting Firms for providing **Design, Development and Maintenance of OBPS Applications of Project in Visakhapatnam Metropolitan Region Development Authority** as per the terms and conditions laid down in this Request for Proposal (RFP).
 3. A firm/consortium will be selected under Quality & Cost-Based-Selection (QCBS) and procedures described in this RFP.
 4. Please acknowledge VMRDA at the following address by an email or in writing about the downloading of this RFP Document by your Consulting Firm –
 - that the RFP Document is downloaded by your Consulting Firm;
 - whether you will attend the Pre-bid Meeting; and
 - Whether you will submit the RFP.
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Metropolitan Commissioner,
Visakhapatnam Metropolitan Region Development Authority,
9th Floor, UdyogBhavan Complex, Siripuram,
Visakhapatnam 530003,
Andhra Pradesh, India,
Phone: +91-891-2754133-34; Fax:+91-891-2754189.
Email: mcvmrda@gmail.com & cupvmrda@gmail.com

Yours sincerely,

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

Enclosure: Copy of Request for Proposal (RFP)

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SL.No	DETAILS		
1	Name of the Assignment: Design, Development and Maintenance of Online Building Permission System (OBPS) for Gramapanchayats within VMRDA for residential buildings upto 300 Sq.mts plot area and 10 mts height (excluding stilt) in the areas permissible as per rules in force (Project) in Visakhapatnam Metropolitan Region Development Authority.		
2	Name of the Client: The Metropolitan Commissioner, Visakhapatnam Metropolitan Region Development Authority (VMRDA), 9th Floor, UdyogBhavan Complex, Siripuram, Visakhapatnam-530003, AP, India, Phones: 0891-2754133- 34, Fax: 0891-2754189. Email: mcvmrda@gmail&cupvmrda@gmail.com		
3	Method of Selection of the Consultant for the Assignment: Quality & Cost Based Selection (QCBS) Method.		
4	Information on 'Key Dates' for the Request for Proposal (RFP)		
	S. No.	Event	Key Dates and Time
	1.	Issue of RFP (Bid) Document	27.01.2025
	2.	For Receipt of Queries & Clarifications (Mail your queries to Chief Urban Planner, VMRDA, Visakhapatnam to Email: cupvmrda@gmail.com)	03.02.2025
	3.	Pre-Bid Meeting (At Conference Hall, VMRDA, Visakhapatnam.)	05.02.2025
	4.	Reply to Queries & Clarifications	08.02.2025
	5.	Last Date for Submission of Bids (At O/o.MC, VMRDA, UdyogBhavan Complex, Siripuram, Visakhapatnam.)	10.02.2025
	6.	Opening of Technical Proposals (Cover-1) (At Conference Hall, VMRDA, Visakhapatnam.)	11.02.2025
	7.	Opening of Financial Bids (Cover-2) (At Conference Hall, VMRDA, Visakhapatnam.)	18.02.2025
	8.	Contract Negotiations with the Preferred Bidder	
	9.	Letter of Award	
	10	Signing of Contract Agreement	
	11	Commencement of Services	
	Note: Bid Processing Fees (Non-refundable) (Demand Draft may be drawn from any scheduled commercial bank in favour of 'MC, VMRDA payable at 'Visakhapatnam')		

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SECTION 2: INFORMATION TO BIDDERS

DEFINITIONS

- (a) “Employer/Client” means Visakhapatnam Metropolitan Region Development Authority and its representatives.
 - (b) “Consultant” means any entity or person that may provide or provides the Services to
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the Client under the Contract.

- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is, the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (e) “Employer’s Representative” means the person / personnel of consultant appointed by the client to act as the Employer’s representative to oversee the activities of consultant from time to time and as directed by VMRDA.
- (f) “Day” means calendar day.
- (g) “Government” means the Government of Andhra Pradesh.
- (h) “Information to Consultants” (Section 3 of the RFP) means the document, which provides Consultants with all information needed to prepare their Proposals.
- (i) “LOI” means the Letter of Invitation extended by the Client to the prospective Bidders.
- (j) “Personnel” means professionals and support staff provided by the Consultant Associate(s) and their associates and assigned to perform the Services or any part thereof. “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “RFP” means the ‘Request for Proposal’ prepared by the Client for the selection of Consultants.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Associate(s)” means any person(s) or entity with whom the Consultant delivers/provides any part of the Services.
- (n) “Terms of Reference” (ToR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

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

A firm will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract if - it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing, a contract; and The client will have the right to require that, a provision be included requiring consultants to permit VMRDA to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of VMRDA.

Consultants and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

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Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.

The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals.

Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit CV of new staff, being proposed in replacement, who would be considered in the final contract, after the evaluation of the CV. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

Consultants may request clarification on any of the points contained in RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any such amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, facsimile or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

PREPARATION OF PROPOSAL

Bid submission: Online - through AP eProcurement Portal only.

Bidders are requested to submit the bids after issue of amendments/ clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/ complying the changes/ amendments issued if any, before bid submission time & date.

Procedure for Bid Submission:

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- A. Bids shall be submitted online on www.apecurement.gov.in portal.
- B. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.apecurement.gov.in.
- C. Bidders can log-in to APe-Procurement Platform in secure mode only by signing with the Digital certificates.
- D. The bidders who are desirous of participating in AP e-Procurement portal shall submit their technical bids, price bids as per the standard formats available at the portal.
- E. The bidders should scan and upload the respective documents in technical bid documentation as detailed mentioned in bid document including EMD. The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity.

The rates should be quoted in online only.

**SECTION 3
Instructions to the Bidders**

3 Instructions to the Bidders

3.1 Introduction

The section aims to provide guidelines/ Instructions for Bidders, to be used while submitting the proposals. These are generic in nature, but Bidder is required to abide by them during the proposal submission and Project execution.

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required by the tender document or submission of a bid not responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of the bid. The VMRDA shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

3.2 Language of Bid

The proposal and various documents related to the RFP should be in English language only, unless specified otherwise. All correspondence between VMRDA and the bidder would also be in English language. Supporting documents and

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printed literature furnished by the bidders shall be in English language or in case in another language they should be accompanied by an accurate translation in English language.

3.3 Acceptance of Proposal

VMRDA reserves the right in its absolute discretion in relation to:

- Accepting or rejecting a response
- Seek written/ mail clarification/ additional documents from any or all of the bidders in relation to their responses, during the evaluation of bids.
- Waive any small/ minor informalities in the process.

3.4 Fraud and Corruption

VMRDA require that Bidder (Firm) selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, VMRDA defines, for the purposes of this provision, the terms set forth as follows:

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of VMRDA or any personnel of Bidder(s) in contract execution.
- “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to VMRDA, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non- competitive levels and to deprive VMRDA of the benefits of free and open competition.
- “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by the VMRDA.
- “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- VMRDA will reject a proposal for award, if it determines that the Bidder recommended for award is engaged in corrupt, fraudulent, unfair, or coercive trade practices.

VMRDA will declare a Firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

3.5 Bid Participation

The Firm/ Applicant responsible for providing the overall solution shall be referred to as the Bidder.

The Bidder will be the single point of contact under this contract and the responsibility for implementing and commissioning the complete solution shall lie with the Bidder. In case of any delays from any of the partners, Bidder shall be liable and should take complete ownership for execution of contract.

3.6 Bid/ Proposal Format

All proposals to this Bid must be submitted through AP e-procurement portal only, in

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absence of which the proposals will be rejected.

The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP, on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at bidders' own risk and may be liable for rejection. The proposal as mentioned shall be submitted in three parts duly indicating page numbers, indexing with content table in the beginning.

3.7 Period of Completion

3 Months(90 Days) from the date of Agreement. The successful bidder has to enter into agreement with VMRDA. He has to submit a preliminary developed web application in 2months. After incorporating the revised inputs and modifications by the Officers concerned from VMRDA, the Final web application shall be completed by the end of 3rd month and the final Web application has to be put to operation.

Information to be included formats required in each part as follows:

4. Pre-qualification Proposal

- i. The Pre-Qualification Bid will comprise of a cover letter, documents/ annexure as proof against PQ evaluation criteria, details of firm, contact detail of the person responsible for submission to this bid response, financial details, projects undertaken and completed etc. with respect to this RFP. Please note that no price information should be indicated in the PQ Bid and shall only be quoted in the Commercial Bid. Failure to comply with the same may result in the rejection of the Bid. In submitting additional information, please mark it as '**Supplemental**' to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.
- ii. VMRDA may seek clarifications from the Bidder on the PQ documents submitted by the bidder. Any clarifications by the Bidder on the PQ proposal should not have any technical & commercial implications.
- iii. Pre-Qualification Compliance requirements as per format given in this document

5. Technical Proposal

6. The Technical Proposal shall contain a covering letter, an Executive summary giving a brief overview of the manner in which the bidder proposes to achieve the outcomes and the assessment of resources required.
 7. The Technical Proposal shall include documents/ annexure as proof against technical evaluation criteria, details of software development & maintenance facilities, responses to functional & hardware specifications, incremental IT infrastructure in general, project staffing plan, undertaking (as given in RFP).
 8. Please note that no price information should be indicated in the Technical Bid and shall only be quoted in the Commercial Bid. Failure to comply with the same may result in the rejection of the Bid.
 9. In submitting additional information, please mark it as '**Supplemental**' to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must
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include a description of such services as a separate attachment to the proposal.

10. VMRDA may seek clarifications from the Bidder on the technical proposal. Any clarifications by the Bidder on the technical proposal should not have any commercial implications.
 11. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.
 12. Technical approach, methodology and work plan are key components of the technical proposal. Bidders shall present their technical proposal containing:
 - **Compliance requirements:** Technical Compliance requirements as per format given in technical qualification submission forms provided in this document. If format is not available, attach in bidders' own format.
 - **Understanding of Project:** This section shall contain a clear and concise understanding of project requirements along with activities to be performed and deliverables to be provided based on the scope of work.
 - **Technical Approach and Methodology:** In this part, bidders should explain their understanding of the objectives of the assignment, approach to the assignment, proposed solution, proposes technology methodologies for carrying out activities and obtaining the expected outputs, and the degree of detail of such output. Bidders should also explain the proposed methodologies and highlight the compatibility of those methodologies to the proposed approach and the needs of the project. Applicant shall also include the risk management, business continuity plan and quality assurance plans, etc., as a part of approach and methodology, Work methodology Work Plan: In this part the applicant should propose the main activities of the assignment, their content and duration, phasing and interrelations, meetings, milestones (including interim approvals by the client), and delivery dates of the reports/ documents. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here. The work plan should be consistent with the work schedule, milestones, deliverables, meetings and presentations shall be clearly mentioned.
 - **Approach for Project Takeover:** Detailed approach for carrying out the project implementation along with the support and maintenance during the contract. Bidders should submit a detailed approach for both first and second phase implementation. Bidders need to give detailed approach how they would implement complete project with integration plan.
 - **Other Information:** Any other information relevant to the solution as preferred by the bidder can also be placed in the document.
 - **Technical Forms:** The Bidder shall submit the technical Forms as per the list.
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Commercial Proposal

1. The bidder is expected to submit the financial Proposal as per the format prescribed in RFP.
 2. The Financial/ commercial Proposal is available in the AP eProcurement portal and as prescribed in the RFP document.
 3. Bidder shall clearly mention unit rates and total amount for each solution component. Any discrepancy between words and figures noted against each item and between unit rates and total amount, the decision of VMRDA will be final and binding on the proposals (in case of discrepancy, the amount in words will be considered as final).
 4. Prices quoted by the Bidder shall be final (inclusive of all taxes, duties, insurance, license fee and other costs). No variation in prices will be allowed under any circumstances during the entire contract period of the project. **No Conditional and open-ended bid shall be evaluated and the same is liable for rejection.**
 5. The commercial proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical proposal.
 6. Prices shall be quoted in Indian Rupees (INR) only.
 7. The Bidder shall quote the price for all the components, the services of the solution to meet the requirements as listed in this RFP.
 8. Bids with price adjustment shall be rejected.
 9. The price quoted in the commercial proposal shall be the only payment, payable by VMRDA to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between VMRDA and the Bidder. The price would be inclusive of all taxes, duties, charges and levies as applicable.
 10. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract (for successful bidder). A proposal submitted with an adjustable price quotation or conditional proposal may be rejected and considered as nonresponsive.
 11. Bidder should provide all prices and quantities as per the prescribed format given in this RFP. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
 12. It is mandatory to provide a breakup of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder.
 13. The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery charges and any other charges as applicable till the end of the contract period.
 14. VMRDA/ VMRDA, GoAP reserves the right to ask the Bidder to submit proof
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of payment against any of the taxes, duties, levies indicated within specified time frames.

15. **Price Commitment and Validity:** As part of the technical proposal, the Bidder will be asked to provide a complete Bill of Materials (along with the complete technical specifications for each of the individual items) for the procurement of the components required for VMRDA/ VMRDA, GoAP and for their maintenance as specified in this RFP. In the Commercial bid, the Bidder will be asked to provide pricing for the same. Managing Director, VMRDA reserves the right to procure (by itself) the proposed components from the Bidder at rates not exceeding the rates proposed by the Bidder as part of their Commercial Proposal.
16. The Financial Proposal shall be prepared as per the format given in the RFP.

Rights to the Content of Proposal

All proposals and accompanying documentation of the technical proposal will become the property of VMRDA and will not be returned after opening of the technical proposals. VMRDA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration: -

- a. If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.
- b. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, any such bidders may also be disqualified.

Proposal Submission & Contact Details

All inquiries concerning this procurement are to be directed to the Metropolitan Commissioner, VMRDA for meetings, conferences or technical discussions. Unauthorized contact will be cause for immediate rejection of the proposer’s RFP response. Substantive questions will be dealt with in writing.

For further details and Bid documents please contact (also refer RFP data sheet):

Metropolitan Commissioner, Visakhapatnam Metropolitan Region Development Authority
9th Floor, Udyog Bhavan Complex, Siripuram, Visakhapatnam 530003,
Andhra Pradesh Phone: +91-891-2754133-34, Fax: +91-891-2754189.

Website: www.VMRDA.gov.in

Email: mcvmrda@gmail.com or cupvmrda@gmail.com

Authentication of Bid

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal by the Bidder. A scanned copy of the power-of-attorney should also be uploaded on the APe-Procurement portal along with the other

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documents.

Scope of Work

1. Development of Comprehensive Online System for Building Plan Approvals Proposal

- **User Interface Design and Development:**

- Develop a user-friendly and intuitive web-based interface for the building plan approval system.
- The system will allow Panchayat Secretaries and **Licensed Technical Persons** (LTP's)s to submit, review, and process applications online.

- **Application Submission and Tracking:**

- Provide a digital platform for submission of building plans for projects residential permissions in site area upto 300Sq.mts plot area and 10 mts height excluding stilt (Project) within GramaPanchayats as per the delegation of powers to the ULBs and G.Ps falling in the Urban Development Authorities jurisdiction vide Go.Ms.No. 443 MA&UD Dept., dt. 18.12.2017.
- Enable applicants to track the status of their applications throughout the approval process which may vary from time to time as per rules in force.

2. Categorization and Management of Payments

- **Payment Modules Development:**

- Integrate secure payment gateways to facilitate online transactions for collection of all relevant UDA fees and charges.
- Ensure transparent and organized tracking of financial transactions within the system.

3. Workflow Automation and Process Management

- **Automated Approval Workflow:**

- Implement an automated workflow for routing applications through the relevant authorities (Panchayat Secretary, LTP's).
- Include checkpoints for review, modification, and approval of applications.

- **Digital Signatures and Document Management:**

- Integrate a digital signature feature allowing Panchayat Secretaries to sign approved applications using USB-based digital signing tokens.
- Ensure that all documentation is stored securely and is easily accessible for audits and future references.

4. Role-Based Access and Permissions

- **User Role Management:**

- Define role-based access control for various users, including Panchayat Secretaries, LTP's, and applicants.
 - Ensure that each user type has appropriate permissions to perform their respective tasks within the system.
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5. Notifications and Communication

- **Automated Notifications:**
 - Implement notification systems (email/SMS) to inform applicants of updates regarding their application status, including approvals or rejections.
 - Enable in-system communication between applicants and authorities for queries and feedback.

6. Reporting and Analytics

- **Custom Reporting Tools:**
 - Develop tools for generating reports related to application status, payments, and approval timelines.
 - Provide dashboards for Panchayat Secretaries and UDAs to monitor the overall progress of building plan approvals within their jurisdiction.

7. Security and Compliance

- **Data Security and Encryption:**
 - Implement AES-256 encryption for sensitive data, especially related to financial transactions and personal information.
 - Ensure compliance with local data protection and cyber security regulations as per the rules and norms of APTS.
 - Rectifying the issued reported during regular security audits by a CERT In empanelled agency appointed by VMRDA

8. Training and Support

- **Training for Panchayat Secretaries and LTPS:**
 - Provide comprehensive training sessions and documentation for Panchayat Secretaries, LTP's, and other stakeholders on using the new online system.
- **Technical Support:**
 - Offer ongoing maintenance and technical support to ensure the system operates smoothly and efficiently

9. Project Management and Delivery

- **Timely Deliverables:**
 - Establish a clear timeline for each phase of development, from system design to deployment, including milestones for testing and feedback.
 - Provide periodic progress reports and reviews to ensure alignment with project objectives.

10 . Desired Technology Stack

Programming Languages: PHP / Node.js or any other language as approved by the client.

Database : MySQL (or) anyother approved data base by the client.

Authentication and Authorization: JWT for secure authentication and authorization

Data Storage: Centralized data storage using database as directed by the Authority.

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Hosting: The application should be hosted at the State Data Center

Bid Opening and Bid Evaluation Process

Bid Opening

VMRDA will open all the bids submitted online, in the presence of bidders' representatives who choose to attend the Bid opening as per the RFP Data Sheet. Bid opening will be performed at 2 stages as per the dates specified in RFP Data Sheet

- i. Pre-qualification Bid
- ii. Technical Bid
- iii. Commercial Bid

Bid Evaluation Process

Preliminary Scrutiny: The VMRDA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The bids that do not conform to the tender conditions and bids from firms without EMD, bid document fee shall be straight away rejected.

Subsequent to the preliminary scrutiny and identification of qualified bidders, further evaluation of the bids will be done in two stages and at the end of every stage, short listed bidders will be informed of the result to have a fair and healthy competition. The following is the procedure for evaluation of bids.

Evaluation of Pre-Qualification bids

The evaluation committee will evaluate all pre-qualification bids to determine if they are responsive and meet all the pre-qualification requirements of the RFP. VMRDA will prepare a list of firms based on their compliance with the pre-qualification criteria. The bids that do not conform to the tender conditions and bids from firms without adequate capabilities as per pre-qualification criteria in this RFP shall be straight away rejected. All eligible bids will be considered for further evaluation. The decision of VMRDA / Department will be final in this regard.

Pre-qualification Evaluation Criteria

1. The bidder must have provided the same service to at least 1 (one) other Urban Development Authorities within Andhra Pradesh during the last 3 (Three) years.
 2. The Bidder should have a minimum annual turnover of Rs.10 Lakhs in the past supplies of related items i.e Supply and Maintenance of Project to Process Building Plan Applications in the last financial years i.e. FY 2023-24, The same has to be certified by a Chartered Accountant.
 3. Bidders from a AP state who are well aware of the local laws in force will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per GO.Ms.No.9, Dated 25.02.2021 issued by Industries & Commerce Department, GoAP. DPIIT registration certificate copy to be submitted. Bidder shall have to submit the Undertaking as per Form.
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4. The bidder should submit/ give a declaration stating that they are not debarred/ blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/ Enterprises/ Organizations and by any other Quasi Government/ Organizations in India for non-satisfactory performance, corrupt, fraudulent or any other unethical business practices as per Form.
5. If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/ fake documents, VMRDA reserves the right to cancel the Work Order/ Contract allotted, apart from forfeiting EMD/ PBG. VMRDA reserves the right further to take penal action on the bidder.
6. The bidder should submit a Declaration as per ITE&C GO.Ms.12, Dated 08.16.2015.

Note: Relevant documents in support of above eligibility criteria should be furnished.

Note:

- a. Bidder should submit the following support documents mandatorily as part of the bid response
 - i. Power of Attorney (POA) or Board Resolution authorizing the person signing the proposal to sign on behalf of the firm or Letter of Authorization issued by Competent Authority of the bidder.
 - ii. Self-declaration confirming the truth of the data or information furnished by the bidder.

If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/fake documents, VMRDA reserves the right to cancel the work order/contract allotted, apart from forfeiting EMD/PBG. VMRDA reserves the right further to take penal action on the bidder.
 - iii. Relevant documents in support of the above eligibility criteria should be furnished.

Evaluation of Technical Bids

The evaluation of the technical bids will be carried out in the following manner:

- i. Technical proposal of the bidders will be opened and evaluated who meets all the Pre- qualification criteria.
- ii. The technical Evaluation Committee will evaluate the Technical Proposals on the basis of the technical evaluation criterion as mentioned below.
- iii. The bidders, who score an aggregate technical score as specified in Data Sheet, will qualify for the evaluation of the commercial bid.

Technical Qualification Evaluation Criteria (QCBS)

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SNo	Criteria	Max Marks
1	<p>The Bidder's experience in development, implementation and maintenance of web bases application & software applications in State/ Central Govt./ PSU /private organizations during the last 3 years (FY 2021-2022, FY 2022-2023 and FY 2023-2024)</p> <p>1 Project – Each project cost >= 20 lakhs (10 Marks) 2 Projects – Each project cost >= 20 lakhs (15 Marks) 3 or more Projects – Each project cost >= 20 lakhs (20 Marks) Note: The cost excluding GST. The projects with project value less than 20 Lakhs are not considered for technical evaluation.</p>	20
2	<p>Skilled Manpower - The Bidder must have manpower with relevant experience as on the date of bid inviting.</p> <p>a <=5 Skilled Manpower = 10 The skilled manpower who are aware of the local laws in force and which are having planning professional understanding persons</p> <p>b >5 Skilled Manpower and <= 10 Skilled Manpower – 20 Marks</p> <p>c >10 Skilled Manpower -25 Marks</p>	20
3	Technical Presentation on the Proposed Project	
a.	<ul style="list-style-type: none"> ● Understand software solution's features in detail (Max.5Marks) ● Approach & Methodology and Technical Solution Proposed (Max.5Marks) ● Governance Structure & Project Plan covering specific activities of Testing, Maintenance and Deployment (Max.5Marks) ● Security and governance standards proposed (Max.5Marks) 	20
b.	Capacity Building/ Training Plan	20
c.	Strategy for Operations & Maintenance (Max. 10 Marks)	10
d.	Exit Management Plan (Max.10 Marks)	10
	Total Marks	100

Note: Supporting documents should be submitted

The **Technical Evaluation** of the bid will be based on the bidder's response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP.

The Technical Evaluation would be done for only those bidders, who comply with the prequalification criteria mentioned in – Pre-Qualification Criteria. The Final evaluation will be done on the 'QCBS' based. Quality and Cost based Selection (QCBS) – 70:30 (Technical: Commercial). Only those bids which have a minimum technical score of 70% of total marks shall be considered qualified for opening of Commercial Bids. However, the VMRDA has the right to reduce or increase the minimum required marks.

The bidder with less than 70 Marks in Technical Evaluation will be treated as non-responsive. Each bidder has to present the technical bids to the Evaluation Committee for examination. The Marks will be computed for Marks of 100. The Financial Proposal of those bidders who get more than 70 Marks out of a maximum of 100 Marks, in the Technical Evaluation shall be

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considered for commercial bid evaluation. VMRDA will shortlist bidders who meet the Technical Qualification criteria mentioned in this RFP.

5.5 Commercial Bid Evaluation

1. The financial bid cost would be considered from the Financial Proposal. The financial bid should provide cost calculations corresponding to each component of the project.
 2. Commercial Bids will be opened and compared after the Technical Evaluation has been completed for those bidders who are technically qualified with the minimum cutoff Marks as mentioned in Data Sheet.
 3. The bidder shall indicate the unit prices (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.
 4. The bidder shall indicate Basic Prices and taxes, duties etc., (if required) in the form prescribed.
 5. The bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by VMRDA, GoAP and will not in any way limit the purchaser's right to contract on any of the terms offered.
 6. All the bids will be compared based on their Commercial value, as per format given in the commercial forms.
 7. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be summarily rejected.
 8. For any Additional Resources/ Services apart from the identified services shall be priced as per the unit rate quoted.
 9. Additional Resources/Services can be asked for, as per the requirement of VMRDA, GoAP as per the unit rate quoted in the bid by the successful bidder.
 10. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
 11. Any conditional bid would be rejected.
 12. The prices should be all exclusive of taxes but inclusive of all Out of Pocket Expenses (OPEs.)
 13. All expenses related to travel, boarding, lodging etc. would be inclusive and no separate claims on any account would be entertained.
 14. All the taxes and other levies indicated in the price bid will be taken for the price bid evaluation.
 15. The total value of the price bid shall be arrived based on the total value quoted by the bidder for Operational expenditure.
 16. **Errors & Rectification:** Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
 17. If the bidder does not accept the correction of errors, the bid will be rejected and EMD may be forfeited. Bidder is advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the
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commercial proposals are received by VMRDA.

18. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
19. In the event of 2 or more bidders having the same value in the financial bid, the bidder securing the highest Technical Marks will be adjudicated as the “Best responsive bid” for award of the Project.

5.6 Overall Bid Evaluation

- a. The Bidders shall submit the Commercial Proposal for the entire work. VMRDA will perform a detailed evaluation of the Technical Bids of the Bidders who have qualified in the Preliminary Scrutiny stage in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposals. In order to reach such a determination, VMRDA will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.
 - b. Based on the technical evaluation, the commercial Bids of only the technically acceptable bidders shall be opened by VMRDA. The commercial evaluation will take into account the information supplied by the Bidders in the Commercial Proposal and shall evaluate the same as per the evaluation criteria specified in this RFP.
 - c. The commercial bids of only the technically qualified bidders will be opened and the commercial offers of the unqualified technical bids shall be unopened on AP eProcurement Portal.
 - d. For Financial Score the bidder with the lowest qualifying financial bid (L1) will be awarded a 100% score. Financial Scores for other than L1 Bidders will be evaluated using the following formula: Financial Score of a Bidder (Fn) = $\{(Commercial\ Bid\ of\ L1 / Commercial\ Bid\ of\ the\ Bidder) \times 100\}$ % (Adjusted to two decimal places)
 - e. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
 - f. The bid price will include all applicable taxes, cess, levies etc. shall be in Indian Rupees and mentioned separately.
 - g. For final selection of the bidder, the technical qualified bid will be given a weightage of 70% based on criteria for evaluation. The price bids of only those Agencies who qualify technically will be opened.
 - h. The financial bid shall be allocated a weightage of 30%. For working out the combined score will use the following formula:
 - i. Total Score (H) = $(0.7 \times T) + (0.3 \times F)$

Here

T stands for technical score and

F stands for financial score

The bids will be ranked in terms of total Score. The bid with the highest total Score will be considered for the award of the contract.
 - j. VMRDA, GoAP reserves the right to reject any or all proposals and to waive
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informalities and minor irregularities in proposals received if deemed in the best interest of GoAP to do so.

5.7 Award Criteria

VMRDA, GoAP will issue Notification of Award to the successful bidder whose quote would be considered as most responsive as per the process outlined above VMRDA shall reserve the right to renegotiate the financial bid with the successful bidder before the modification of award.

6 General Instructions to Bidders

6.1 Definitions

- a.** Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials, or any combination of them.
- b.** Specification means the functional and technical specifications or statement of work, as the case may be.
- c.** Firm means a Company, partnership firm, limited liability partnership firm, Authority, Society, Trust, Co-operative, or any other Organization incorporated under appropriate statute as is applicable in the country of incorporation.
- d.** Technical bid means that part of the offer that provides information to facilitate assessment by VMRDA, professional, technical, and financial standing of the bidder, conformity to specifications etc.
- e.** Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
- f.** Two-part Bid means the technical bid and financial bids submitted and their evaluation are sequential.
- g.** Composite bid means a bid in which the technical and financial parts are combined into one, but their evaluation is sequential.
- h.** Goods and services mean the solution(s), service(s), materials, or a combination of them in the context of the tender call and specifications.
- i.** The word goods when used singly shall mean the hardware, firmware component of the goods and services.

6.2 Availability of Tender Documents

For the detailed tender notice, please visit our website <https://tender.apecurement.gov.in> and <https://www.VMRDA.gov.in/tenders.aspx>. For participation in the tender, please visit AP eProcurement Portal/ website <http://www.apecurement.gov.in>.

6.3 General Eligibility

- a.** This invitation for bids is for Design, Development of applications including website and maintenance with VMRDA, GoAP who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre-qualification criterion.

6.4 Completeness of Response

- b.** Bidders are advised to study all instructions, forms, requirements and other
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information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- c. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

6.5 Bid Forms

- a. Wherever a specific form is prescribed in the tender document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- b. For all other cases the bidder shall design a form to hold the required information.

6.6 Cost of Bidding & Related Issues

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, submission of proposal, and providing any additional information required by facilitating the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder.
- b. VMRDA will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- c. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
- d. This RFP does not commit VMRDA to award a contract or to engage negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
- e. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. Any deviations in format will make the tender liable for rejection.
- f. The participating bidder should purchase the document and enclose a receipt of the same with the bid document.

6.7 Submission of Bids

- a. Bids must be submitted online no later than the bid submission date and time specified in the RFP Data Sheet.
- b. The bidders shall submit all the bids/ responses online i.e., Technical and Financial Bids through eProcurement platform, GoAP only.

6.8 Modification and Withdrawal of Bids

- a. No bid may be withdrawn, substituted, or modified by the Bidder in the interval between the bid submission deadline and the expiration of the bid validity
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period specified in the Bid Submission Form, or any extension thereof agreed. Modification/Withdrawal of the Bid sent through any other means shall not be considered for evaluation.

- b. No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval, the VMRDA, GoAP shall forfeit the vendor empanelment fee under Software (application Development/AMC) category.
- c. The Bidder may withdraw, substitute, or modify its bid on the AP eProcurement portal, in accordance with the process specified below, no later than the date and time specified in the Data Sheet
- d. The process of modification & withdrawal of bid:
 - i. The bidder can withdraw/modify the bid submitted by him previously. However, if a bid is withdrawn, the bidder can't participate in the bid again.
 - ii. After entering with the Login ID and Password, the bidder can modify or resubmit the bid for any number of times till the last date & time of submission by clicking on the option "My bid". The list of tenders, which the bidder participated previously are displayed here with the bid ID.
 - iii. Each Bid ID has a corresponding "Action" column containing the list of icons for 'Rebid Submission, EMD Resubmission, Tender Fee Resubmission, Financial Bid Resubmission, Bid Withdrawal' are displayed.

6.9 General Business Information

The bidder shall furnish general business information to facilitate assessment of its Professional, Technical and Commercial capacity and reputation.

6.10 Bid Currency

Prices shall be quoted in Indian Rupees (INR) only.

6.11 Taxes

Prices shall be inclusive of applicable taxes.

6.12 Term and Extension of Contract

- a. The term of this Contract shall be for a period as indicated in the Data Sheet and Contract shall come to an end on expiry of such period, except when its term is extended by VMRDA, GoAP/ VMRDA.
- b. VMRDA, GoAP/ VMRDA shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including a fresh negotiation on terms and conditions.

6.13 Suspension of Work

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The Service Provider shall, if ordered in writing by VMRDA representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Service Provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Service Provider. In case the suspension of works is not consequent to any default or failure on the part of the Service Provider and lasts for a period of more than 3 months, the Service Provider shall have the option to request the VMRDA, GoAP to terminate the Contract with mutual consent.

6.14 Force Majeure

- a.** The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b.** For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the State Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c.** If a Force Majeure situation arises, the Service Provider shall promptly notify the VMRDA in writing of such condition and the cause thereof. Unless otherwise directed by VMRDA, GoAP in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.15 Terminate the Contract

- a.** Retain such amounts from the payment due and payable by VMRDA, GoAP to the Service Provider as may be required to offset any losses caused to VMRDA, GoAP as a result of such event of default and the Service Provider shall compensate VMRDA, GoAP for any such loss, damages or other costs, incurred by VMRDA, GoAP in this regard. Nothing herein shall affect the continued obligation of the Service Provider/ other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- b.** Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Service Provider may have resulted from such default and pursue such other rights and/or remedies that may be available to VMRDA, GoAP under law.

6.16 Termination

- a.** VMRDA, GoAP/VMRDA may terminate this contract in whole or in part by giving the Service Provider prior and written notice indicating its intention to
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terminate the Contract under the following circumstances:

- Where it comes to VMRDA, GoAP attention that the Service Provider (or the Service Provider's Team) is in a position of actual conflict of interest with the interests of VMRDA, GoAP in relation to any of terms of the Service Provider's bid, the tender, or this Contract.
- Where the Service Provider ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter-alia the filing of any bankruptcy proceedings against the implementation agency, any failure by the Service Provider to pay any of its dues to its creditors, the institution of any winding up proceedings against the Service Provider or the happening of any such events that are adverse to the commercial viability of the implementation agency. In the event of the happening of any events of the above nature, VMRDA, GoAP shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor implementation agency/service provider, and to ensure business continuity.
- **Termination for Default:** VMRDA, GoAP may at any time terminate the Contract by giving 30 days written notice to the Service Provider without compensation to the Service Provider in the event of default on the part of the Service Provider which may include failure on the part of the Service Provider to respect any of its commitments with regard to any part of its obligations under its bid, the tender or under this contract.

6.17 Termination for Insolvency

The VMRDA, GoAP/VMRDA may at any time terminate the contract by giving 30 days written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the VMRDA, GoAP/VMRDA.

6.18 Termination for Convenience

- a. The VMRDA, GoAP/VMRDA, may at any time by giving 90 days written notice to the Service Provider, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the VMRDA, GoAP/VMRDA/Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
 - b. The VMRDA, GoAP may in the following events after giving a prior notice and conducting investigations if required, terminate the contract forfeiting the bid security and any sums due for payment to the Vendor: -
 - If the Bidder becomes Bankrupt or financially insolvent during currency of the contract.
 - If it is found that the bidder has been convicted for any unlawful activities.
 - If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the client or has failed in performing his duties as per contract.
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6.19 Exit Management Plan

- a. Upon completion of Contract period, the outgoing Service Provider has to execute a proper knowledge Transition to the new Service Provider. The Service Provider shall handover (return) all the technical documents/operational manuals, Source Code with version controls, Logs, reports related to project back to the Department after the contract period and the bidder shall help in smooth transition. The final payment to the Service Provider shall be released only after submission of all the required deliverables of the project during the exit management.
- b. **Right of Monitoring, Inspection and Periodic Audit**
The VMRDA, GoAP/ VMRDA shall have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by VMRDA, GoAP and the Service Provider undertakes to cooperate with and provide to the VMRDA, GoAP any other agency appointed by VMRDA, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Service Provider failing which the client may without prejudice to any other rights that it may have issue a notice of default.
- c. **Risk Management**
Service Provider shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this contract. The Service Provider shall underwrite all the risk related to its personnel deputed under this contract as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this contract and take all essential steps to reduce and mitigate the risk. VMRDA, GoAP /VMRDA will have no liability on this account.
- d. The consulting firm is responsible for all the technical issues and the data regarding all the files of the applicants receiving through the system and shall take all necessary steps to safeguard its safety, security, and access to the authority at all times.
- e. Data retrieval is the foremost responsibility of the consultancy and all the files soft copies shall be consolidated on an annual basis and will be made available to download for this Authority.

6.20 Publicity

The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the VMRDA, GoAP/VMRDA first gives the Service Provider its written consent.

6.21 Resolution of Disputes

- a. The VMRDA, GoAP and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
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- b.** If, after thirty (30) days from the commencement of such informal negotiations, the VMRDA, GoAP and the Service Provider have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- c.** The dispute resolution mechanism shall be as follows:
- d.** In case of a dispute or difference arising between the VMRDA, GoAP/VMRDA and the Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

6.22 Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

6.23 Applicable Law

The contract shall be interpreted in accordance with appropriate Indian Laws.

6.24 Notices

- a.** Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by Telex, e-mail, Cable, or Facsimile and confirmed in writing to the other party's address.
- b.** A notice shall be effective when delivered or tendered to other party whichever is earlier.

6.25 Taxes and duties

The Service Provider shall be entirely responsible for all taxes, duties, license fee etc. incurred until delivery of the contracted services to the VMRDA, GoAP/VMRDA, GoAP or as per the terms of the tender document, if specifically mentioned.

6.26 Arbitration (As per the State Government Rules)

- a.** The selected implementing agency shall indemnify state against all third-party claims arising out of a court order or arbitration award for infringement of patent, trademark/ copy right arising from the use of the supplied services or any part thereof.
 - b.** In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to "The Vice Chairman, VMRDA, Visakhapatnam, Government of Andhra Pradesh" for final decision and the same shall be binding on all parties.
 - c.** Any other terms and conditions, mutually agreed prior to finalization of the order/ agreement shall be binding on the selected Service Provider.
 - d.** The Selected Service Provider and VMRDA, GoAP/VMRDA shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under
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these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Vijayawada, Andhra Pradesh, India.

6.27 Confidentiality and Intellectual Property Rights (IPR)

a. Confidentiality:

- The selected Bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- The selected bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- The selected Bidder must remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the Service Provider is using the data provided by the VMRDA, GoAP/VMRDA any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- **Selected Bidder** shall not disclose to anyone, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

b. Intellectual Property Rights:

- The parties agree that the final output dashboard or visualization, by whatever name it may be called, that will be generated during the course of rendition of service will belong to GoAP. The parties acknowledge and agree that all work products and all Intellectual Property Rights relating to the software platform including, but not limited to reports, curricula, specifications, outlines, drafts, software, map-based infrastructure, shape files, source code and any other materials in any medium, which are prepared and/or developed by Service Provider are the sole and exclusive property of the Service Provider provided it is licensed to GoAP.

c. Use of documents and Information:

- The bidder/ selected bidder shall not, without prior written consent from VMRDA, GoAP/VMRDA, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the VMRDA, GoAP /VMRDA in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed
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person shall be made in confidence and shall extend only so, as far as may be necessary for purposes of such performance.

- The bidder/ selected bidder shall not, without prior written consent of VMRDA, GoAP / VMRDA, make use of any document or information made available for the project, except for purposes of performing the Contract.
- The Service Provider will have to submit source code required documentations to VMRDA, GoAP / VMRDA. will have full rights over the source code and IPR shall belong to VMRDA, GoAP and Service Provider will not possess any rights. On changes in the source code or documentation, the Service Provider will have to provide source code/ documentation to VMRDA, GoAP from time to time.

d. Indemnification:

- The Service Provider shall, at its own expense, defend and indemnify the VMRDA, GoAP/VMRDA against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Client's country.
 - The Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Client is required to pay compensation to a third party resulting from such infringement, the SP shall be fully responsible thereof, including all expenses and court and legal fees.
 - The VMRDA, GoAP/ VMRDA will give notice to the Service Provider of any such claim without delay and shall provide reasonable assistance to the Service Provider in disposing of the claim.
 - The VMRDA, GoAP shall indemnify and defend the Service Provider against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information of Software provided to the SP by the Client under the contract.
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**VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY
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Pre-Qualification Bids

Form P#1: Application Form

Date:

From	TO, The Metropolitan Commissioner, Visakhapatnam Metropolitan Region Development Authority, 9th Floor, UdyogBhavan Complex, Siripuram, Visakhapatnam 530003, Andhra Pradesh, India.
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Ref:

Dear Sir,

We, the undersigned, apply to the above referred Project and declare the following: -

- a. We have examined and have no reservations to the RFP Document.

Having examined the Bidding Documents, we, the undersigned, offer to provide the services as per RFP for the sum (hereafter called total bid price) as quoted in commercial bid or such other sums as may be determined in accordance with the terms and conditions of the contract.

We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the effectiveness of the contract within the respective timelines stated in the Bidding Documents.

Construction of the Contract

- i. We have read the provisions of tender and confirm that these are acceptable to us.
 - ii. We further declare that bid is unconditional.
 - iii. We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
 - iv. If our bid is accepted, we undertake to provide an Implementation cum Performance Security in the form and amounts, and within the timelines specified in the Bidding Documents.
 - v. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.
 - vi. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, that this proposal is in all respects in good faith, without collusion or fraud
- b. We agree to abide by this bid, which consists of this letter, EMD with technical bid, commercial bid, Pre bid meeting addendum if any and other attachments (specify the attachments) as per the
-

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tender document.

c. We do not have any conflict of interest in accordance with Data sheet

We understand that you may cancel the process at any time and that you are not bound either to accept any application that you may receive bidders to bid for the contract(s) subject of this, without incurring any liability to the Bidders, in accordance with Data Sheet.

Name:

Designation:

Signature:

**VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY
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Form-P2 Bidder Information

Tender Ref: No. XXXXXXXXXXXXXXXX-VMRDA, Dated: XX. XX .2025.

1	Name of the Organization	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Contact person details with phone no.	
8	Total No. of branch offices in AP	
10	Total Support engineers at HQ	
11	Total Support engineers at branch offices	
12	Details of EMD furnished	
13	Details of certificates enclosed.	

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Form-P3 Relevant Turnover Details

Tender Ref: No. XXXXXXXXXXXXXXXX-VMRDA, Dated: XX. XX.2025.

SNo	Year	Total Turnover of bidder (past supplies related items) (Rs.)	Turnover of the firm	Profit after Tax (Rs.)
	(1)	(2)	(3)	(4)
1	FY.2024-25			

Place:

Date:

Name Membership No UDIN:

Chartered Accountant

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Form-P4

Tender Ref: No. XXXXXXXXXXXXXXXX-VMRDA, Dated: XX.XX.2025.

Declaration Regarding Non-Blacklisting

To,
The Metropolitan Commissioner,
Visakhapatnam Metropolitan Region Development Authority,
8th Floor, UdyogBhavan, Siripuram Jn.,
Visakhapatnam, Andhra Pradesh - 530003.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. _____]. I hereby declare that my Company has not been debarred/ black listed as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/ Enterprises/ Organizations and by any other Quasi Government/Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am a competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address

**VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY
(VMRDA)**

Form-P5

Tender Ref: No. XXXXXXXXXXXXXXXX-VMRDA, Dated: XX.XX.2024.

Ref: Undertaking in compliance with GFR Rule 144(xi)
Date:

To,
The Metropolitan Commissioner,
Visakhapatnam Metropolitan Region Development Authority,
8th Floor, UdyogBhavan, Siripuram Jn.,
Visakhapatnam, Andhra Pradesh - 530003.

Dear Sir,

Sub: Tender for _____ VMRDA, GoAP – Reg.

Ref: **Tender Ref: No. XXXXXXXXXXXXXXXX-VMRDA, Dated: XX.XX.2025.**

I have read the GoI order issued by Ministry of Finance vides F.No.6/18/2019-PPD, Dated 23.07.2020 and subsequent clarifications/ amendments & GO.Ms.No.9, Dated 25.02.2021 issued by Industries & Commerce (Prog-1) Department, Government of Andhra Pradesh regarding restrictions on procurement from a Bidder of a Country, which shares a land border with India.

I certify that, this bidder/ OEM is not from any such country, OR if from such a Country, has been registered with the Competent Authority. I, hereby certify that this bidder fulfills all requirements in this regard and eligible to be considered [wherever applicable, evidence of valid registration by the competent authority shall be attached].

For <Bidder> (* the definition of bidder as per above mentioned GoI orders)

Authorised signatory:
Name of the Authorised person:
Designation:
Name of Bidder/OEM: Stamp of Bidder/OEM

NOTE: The letter should be submitted on the Letter head of the Bidder/ OEM and should be signed by the Authorised signatory.

Form-P6

Tender Ref: No. XXXXXXXXXXXXXXXX-VMRDA, Dated: XX.XX.2024.

(Company Letterhead)

**VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY
(VMRDA)**

To,

[Date]

To,

The Metropolitan Commissioner ,
Visakhapatnam Metropolitan Region Development Authority,
9th Floor, UdyogBhavan, Siripuram Jn.,
Visakhapatnam, Andhra Pradesh - 530003.

Sir,

In response to the RFP No. _____
dated _____ for quoting against the RFP in the capacity of _____
of <<Bidder>> , I / We hereby declare that

Declaration as per ITE&C ,GO.Ms.12, Dated 08.06.2015:

Clause 6:

- I. Bidders can submit their bids with self-declarations in respect of the pre-qualification criteria prescribed in the RFP
- II. The procuring agency shall evaluate the bids based on the self-declaration and select the successful bidder
- III. The successful bidder should submit the documents to prove their pre-qualification as specified in the RFP, within 5 working days from the date of declaration of successful bidder
- IV. VMRDA will receive support documentations, verify the compliance with the requirements of the Tender and if they are in order, issue the award notification
- V. Failure to submit all support documents by the successful bidder within specified time or non-compliance with the self-declaration or non-fulfillment of the pre-qualification criteria specified in the RFP, upon their verification, shall entail forfeiting the EMD and Blacklisting of such bidder for a period of two years. In such cases, the procuring agency may proceed further with the next-ranked bid.

Yours faithfully,

Authorized Signatory _____

Name _____

Designation _____

Company name _____

Form F1

Tender Ref: No. XXXXXXXXXXXXXXXX, Dated: XX.XX.2025.

Financial Bid Format

**VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT AUTHORITY
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Sl.No.		<u>Item details with make and model</u>	Unit Price without taxes (Rs.)	Taxes/ Duties etc on unit Price (Rs.)	Unit Price with all taxes (Rs.)	QTY (Nos.)	Total price with taxes and duties etc (Rs.)	
1		2	3	4	5	6	7	
Schedule								
ITEM-1		Development and Maintenance of OBPS gramapanchayat within the VMRDA for residential buildings upto 300 Sq.mtrs plot area and 10 mtrs height (excluding stilt) in the areas permissible as per rules in normal courses (Project)				1		
ITEM-2		Monthly Man Power						
ITEM-3		Monthly Operational Maintenance and Technical Support						
		Total Price (Inclusive of all Taxes) (Rs.)						

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Note:

- 1) The Bidder shall enter the Grand Total (**Inclusive of all Taxes**) amount APeProcurement portal.
- 2) **Evaluation of Financial Bids will be Quality and cost Based Selection (QCBS)**

Date:

Signature of Bidder
