

RFP

Visakhapatnam Urban
Development Authority.
13th July' 2018

RFP for “Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

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

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

1. 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.

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

2. LETTER OF INVITATION

VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY.

Ref. No.0.3/2018-19/CE/EE-VIII/VUDA Dated: 13.07.2018

Date.....

Letter of Invitation

Visakhapatnam Urban Development Authority (VUDA) invites technical and financial proposals in two envelope system from eligible consultants for **“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road”**

Eligible bidders are therefore requested to submit their proposals as depicted in various clauses and sections of bid document. **Document fee Rs. 10,000/- (Rupees Ten Thousand only) + Rs. 1800/- (Rupees One Thousand Eight Hundred only) shall be paid in the form of demand draft on the name of Vice chairman, Visakhapatnam Urban Development Authority, Visakhapatnam** which shall be kept in a Separate envelope with the bid document.

Duly completed proposals shall be received in office of Vice Chairman, VUDA from **-07-2018 up to -07-2018 till 3.00 P.M.** accompanied by a **Earnest Money Deposit (EMD) for an amount of 50,000/- in the form of DD from any nationalized / scheduled bank in the favour of Vice chairman, Visakhapatnam Urban Development Authority, Visakhapatnam** . The EMD shall remain valid for a period of 90 days. The proposal shall be opened on the same day at 4.00 P.M. Vice Chairman, VUDA or his authorized representative reserves the right to reject any or all proposals without assigning any reason there off.

Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

	Event Description	Date
1	online Issue of Tender Schedules	: <u>from 13-07-2018 to 25-07-2018 till 3.00 PM</u>
2	Proposal Due Date	: <u>25-07-2018 upto 3:00 pm</u>
3	Proposal Opening Date Technical cover	: <u>25-07-2018 at 4:00 pm</u>
4.	Opening of Financial Bid	: Will be informed later

Signed,

Vice Chairman, Visakhapatnam Urban Development Authority

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

3. DATA SHEET

1	Name of work	“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”, Andhra Pradesh.”
2	Method of selection	Competitive lowest bid
3	Joint venture	No
4	Pre bid meeting	-
5	Contracting authority	Vice Chairman, Visakhapatnam Urban Development Authority
6	Last date of bid submission	<u>25 -07-2018 at till 3.00 P.M</u>
7	Cost of Document	Rs. 11800/-
8	EMD	Rs. 50,000/-
9	Opening of Technical proposal	<u>26-07-2018 at 4:00 PM</u>
10	Technical Presentation & Opening of Financial proposal	-
11	Address	O/o. Chief Engineer, Visakhapatnam Urban Development Authority (VUDA) 7th Floor, Udyog Bhavan, Siripuram Jn.,

Signed,

Vice chairman, Visakhapatnam Urban Development Authority.

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

4. BACK GROUND

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.

Visakhapatnam Beach has vast stretch of 33 KM from Fishing Harbour to Bheemili, along this stretch there are tourist destinations such as Rama Krishna Beach, Submarine Museum, VUDA Park, Kailasagiri Hill Park, Rushikonda Beach etc. Apart from this there is Museum of Decommissioned Air Craft is going to come up in front of Submarine Museum. Lot of Tourist visit the Visakhapatnam City and enjoy the Beach front and visit above Tourist destinations. Government of A.P is Planning to make Visakhapatnam international Tourist Destination more and more unique Tourism projects are being planned along the Beach Road.

The Visakhapatnam urban Development Authority is desirous of development of a ‘Mater Plan for Comprehensive Integrated World Class Tourism museum Space at Beach Road, Visakhapatnam 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”) from those who are fulfilling the following criteria and who has expertise in the field of Master Plan, detailed designs, infrastructure plans and GFCs.

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

5. INSTRUCTION TO BIDDERS

5.1 General terms of Bidding

- 5.1.1 An Applicant can submit only one Proposal.
- 5.1.2 The Bidder should submit a Power of Attorney as per the format at Appendix – II, authorising the signatory of the Proposal to commit the Bidder.
- 5.1.3 The Financial Proposal should be furnished in the format at Appendix – IV
- 5.1.4 The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 5.1.5 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Proposal or any information provided along therewith.
- 5.1.6 This RFP is not transferable.
- 5.1.7 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect.

5.2 Cost of Bidding

- 5.2.1 The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.3 Site visit and verification of information

- 5.3.1 Bidders are encouraged to submit their respective Proposal after visiting the site and any other matter considered relevant by them.
- 5.3.2 It shall be deemed that by submitting a Proposal, the Bidder has:
 - a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from the Authority;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters above;
 - d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement; and
- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.

5.3.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

5.4 Right to accept and to reject any or all Bids

5.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

5.4.2 The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- c. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

5.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security in accordance with relevant.

5.4.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

- 5.4.5 The General Conditions of contract is provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

5.5 Clarifications

- 5.5.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail to the address in accordance with relevant Clause. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in relevant Clause, the Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 5.5.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 5.5.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

5.6 Amendment of RFP

- 5.6.1 At any time prior to the deadline for submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 5.6.2 Any Addendum thus issued will be sent to all the Bidders through email only.
- 5.6.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date.

5.7 Format and Signing of Proposals

- 5.7.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.
- 5.7.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Bid.

5.8 Sealing and Marking of Proposal

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

- 5.8.1 The Bidder shall submit the Proposal in the format specified in relevant Clause, and seal it in envelopes.
- 5.8.2 The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

Envelope 1: “Key Submissions”

- a. Letter of Proposal in the prescribed format (Appendix I);
- b. Bid Security in the prescribed format
- c. Power of Attorney for signing of in the prescribed format (Appendix – II);
- d. A copy of the General conditions of contract with each page initialed by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (c) here in above.
- e. Processing fees of Rs. 11800/- (Rupees eleven Thousand eight hundred only) inclusive of GST @ 18% shall be paid in the form of demand draft to the name of Vice chairman, Visakhapatnam Urban Development Authority, Visakhapatnam.
- f. Technical Proposal as per Appendix –III

Envelope 2: “Financial Proposal”

- a. Proposal consisting of the Bidders’ financial offer for the Project in the format set out in Appendix IV of this document. The Financial Proposal shall be quoted as @.....% fees, inclusive of Taxes
 - b. The financial proposal shall be inclusive of all out of pocket expenses incurred by the Consultant towards Local site office, site visits, travel, documentation and communication etc., taxes, royalties, fees etc., but excluding GST. The GST has to be quoted separately.
 - c. The Authority reserves the right to reject any Financial Proposal which is conditional and non-responsive.
- 5.8.3 The two envelopes specified in relevant Clause shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification: **“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”** and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand top corner of each of the envelopes.

- 5.8.4 Each of the envelopes shall be addressed to:

ATTN. OF: Chief Engineer, Visakhapatnam Urban Development Authority

ADDRESS: 7th Floor, Udyog Bhavan, Siripuram Jn., Visakhapatnam-530003.

E-MAIL ADDRESS : cevuda@yahoo.com,

- 5.8.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

5.8.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

5.9 Proposal Due Date

5.9.1 Proposal should be submitted before 15:00 hours IST on the Proposal Due Date at the address Vice Chairman, Visakhapatnam Urban Development Authority

5.9.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with relevant Clause uniformly for all Bidders.

5.10 Late Proposals

5.10.1 Bids received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

5.11 Rejection of Proposals

5.11.1 The Authority reserves the right to accept or reject all or any of the Proposal without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Proposal or to give any reasons for their decision.

5.11.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

5.11.3 Proposals will not be accepted if document fee in the form DD payable at Visakhapatnam is not submitted in a separate envelope with the bid document.

5.12 Validity of Proposals

5.12.1 The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date subject to the conditions prescribed in bid document. The validity of Proposal may be extended by mutual consent of the respective Bidders and the Authority.

5.13 Confidentiality

5.13.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

5.14 Correspondence with the Bidder

5.14.1 The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

5.15 Bid Security

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

- 5.15.1 The Bidder shall furnish EMD amount Rs. 50,000 with the Proposal, EMD amount of the successful bidder shall be retained as a Bid Security of Rs 50,000 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.
- 5.15.2 Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 5.15.3 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the successful Bidder or when the Bidding process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s).
- 5.15.4 The Successful Bidder’s Bid Security will be retained as a part of the performance security.
- 5.15.5 The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in relevant Section of this RFP;
 - b. If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by the authority from time to time;
 - c. In the case of successful Bidder, if it fails within the specified time limit - to sign the Service Agreement

5.16 Modification/ substitution/ withdrawal of Proposals

- 5.16.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

6. EVALUATIONS OF PROPOSALS

Method of Selection shall be on Competitive financial Bid basis. The bidder’s competence and capability is proposed to be established by the following parameters.

- a. Bidder Responsiveness.
- b. Technical Experience.
- c. Financial Capability in terms of turnover.

Bidder meeting all the criteria only will be qualified for future evaluation of the proposal.

6.1 Opening and Evaluation of Proposals

- a. The Outer Envelope and Envelope 1 shall be opened by the officer authorized for the purpose at the place specified in bid document and in the presence of the Bidders who choose to attend.
- b. The Authority will subsequently examine and evaluate the Proposals in accordance with the provisions set out in relevant Sections.
- c. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

6.2 Tests of responsiveness

The Authority shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. It is received in accordance with relevant Clauses of the bid document.
- b. It is received by the Proposal Due Date including any extension thereof
- c. It is signed, sealed, in spiral bound booklet and marked as stipulated in bid document.
- d. It is accompanied by the EMD as specified in bid data sheet.
- e. It is accompanied by the Power(s) of Attorney as specified in Appendix – II,
- f. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- g. It does not contain any condition or qualification.
- h. It is accompanied by a Processing Fee in accordance with datasheet.

Satisfying the Test of Responsiveness is mandatory for Bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non- responsive.

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

6.3 Technical Proposal

6.3.1 Technical Eligibility Criteria

For the purpose of this RFP the applicant shall be evaluated on the following.

- I. Firm should be registered as an Architectural consultancy firm for more than 15 Yrs.
- II. The Firm should have rendered Architectural consultancy for at least one project of not less than Rs. 50.00 crores in the fields of Defence/Museums in the last 10 years ending with March'18.

6.3.2 Financial Capability

The bidders should have average annual turnover not less than **Rs 100 lakhs** during the last five years, starting from April 2013. This evidence must be shown by the bidders in technical proposals supported with audited financial statements/balance sheet. Turnover from other than consultancy fee shall not be entertained.

6.4 Contacts during Proposal Evaluation

6.4.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

6.5 Miscellaneous

6.5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Visakhapatnam Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Bidder in order to receive clarification or further information;
- c. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.5.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

7. SCOPE OF SERVICE

The consultant would require to work as an integral team with the Authority for designing and providing consultancy services for the ‘Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road 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:

Broad scope of work:

1. Preparation of Comprehensive Plan, detailed designs, infrastructure plans for Integrated development Beach front for Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam
2. Components to be included in the planning
 - a) Proposed Sea Harrier Museum
 - b) Kursura Submarine Museum
 - c) TU 142 Aircraft Museum.
 - d) War memorial
 - e) AU Convention center
 - f) Rajiv Smrithi Bhavan
 - g) Visitors center
 - Ticket counter with waiting place
 - Souvenir shops
 - Cafeteria
 - Toilets
 - Interpretive center with interactive visualization shows (ticketed)
 - h) Round the year flowering plants / beautiful landscaping keeping in mind the sea front
 - i) 3D projection mapping (with Light& sound) – ticketed shows
 - j) Parking (consultant to correctly assess the numbers and propose)
 - k) AC Plant and power house.
 - l) CCTV coverage
 - m) Hard and Soft Landscaping
 - n) Signage’s
 - o) Any other Tourist attractions
3. To be built as world class tourist attraction destination.
4. Consultant should deliver
 - I. Concept plans.
 - II. Schematic plan.
 - III. Detailed designs including good for construction drawings. The drawings will be at a scale required by the client. The detailed designs shall include all infrastructure designs of power,

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

walkways, structures, electronic equipment, water etc. The structural designs, interior designs and landscape designs shall be given by the bidding entity. All proposals should withstand harsh sea front and have little maintenance.

- IV. All the proposals should adhere to MORTH, MOEF, CRZ norms and relevant IS codes.
- V. Construction methodologies, safety etc.
- VI. Preparation of detailed bill of quantities based on Government of Andhra Pradesh Schedule of Rates and for items not covered under SoR based on three competitive quotations
- VII. Technical assistance during tendering and construction.
 - a. Preparation of technical specifications and bills of quantities for all works so as to enable VUDA to prepare acceptable tender/ bid documents;
 - b. Provide periodic supervision during construction (including provision of working drawings and instructions to all the contractors).
 - c. Completion of services including preparation of necessary statutory approval drawings for the Structure and the campus preparation of as-built drawings.

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.

7.1 Location:

- 7.1.1 The for Comprehensive Integrated World Class Tourism museum Space at Beach Road and its allied structures shall be housed within the existing available space.

7.2 Deliverables

S.No.	Description	Deliverables
1	Conceptual Designs, Design report, Master-plan etc.	4 hard copies and 1 soft copies
2	Project including Schematic Design, Cost Estimates etc.	4 hard copies and 1 soft copies
4	Tenders Documents	As required
5	Working drawings + Construction detail drawings	As required
6	As built drawings	As required

7.3 Payment Terms

- 7.3.1 The payments are as under which may be revised as per requirement and shall be shown in the work order. Order of activities may also be changed as per project need. Before starting any activities as given below, consultant has to seek clearance from concern authorities.
- 7.3.2 Designs shall be submitted after due verification by the officer in charge.

S.No.	Description	Deliverables
-------	-------------	--------------

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

1	On signing of contract/agreement	
2	Submission of Conceptual Designs, Design report, Master-plan etc.	10 %
3	Submission of Detailed design Report including Schematic Design, Cost Estimates etc.	15 %
4	Submission of tender drawings and detailed Estimates of all components of the scheme.	15 %
5	Tenders Documents including assistance in bidding evaluation process for selection of contractors	15%
6	During construction of work progress at site. (3 stages)	40 %
7	On completion	5 %

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

8. FORMATS

Format-I - PROJECT EXPERIENCE

The information regarding the relevant experience of the firm should be provided in the format below

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year): Completion date (month/year): Financial years _____	Project Cost:
No. of staff provided: by your firm:	Number of staff months provided by your firm:
Name of Associate Firm:	No. of months of professional staff provided by Associate Firm:
Narrative description of Project Include the following information: <ul style="list-style-type: none">• Project Brief• Project cost• Current status	
Description of actual services provided by your Staff:	
Name of Senior Staff of your firm involved and functions performed:	

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.*

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

FORMAT-II: ANNUAL FINANCIAL TURNOVER OF PROFESSIONAL CONSULTANCY FEES OF LAST FIVE YEARS OF THE FIRM/CONSULTANT

S.No	Year	Professional Consultancy Fee in Indian Rupees
1	2013-2014	
2	2014-2015	
3	2015-2016	
4	2016-2017	
5	2017-2018	
Average Annual Turn over		

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:

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

FORMAT-III: COMPANY/ FIRM RELATED INFORMATION

Application are requested to submit the information in this form on firms letter head.

1. Name of the Firm:
2. Address :
Registered Office:
Head Office:
Mobile:
Landline:
E-Mail:
Website:
3. Year of Incorporation/Registration:
4. Constitution: Individual / Sole Proprietorship Concern / Partnership Firm / Public Ltd. Co. / Private Ltd. Co. / NGO
5. If Partnership firm, names of the partners/If Company, name of the Director
6. Name of Authorized Signatory for the assignment and Nationality:
7. Place of Business:
8. Full time Technical Staff in Applicant’s employment

Note: Necessary documentary proofs should be enclosed.

Certificates

- I/we (including all partners) certify that I/we have read the terms of condition of Expression of Interest for selection of Consultants of VUDA as amended up to date and shall abide by them.
- I/we certify that the information given above is true to the best of our knowledge.
- I/We also understand that if any of the information is found wrong I am / we are liable to debarred.

Name of Applicant

Signature of Applicant

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

9. APPENDIX

APPENDIX – I: LETTER OF PROPOSAL

(In the Letterhead of Applicant)

Dated:

To,

The Vice Chairman

Visakhapatnam Urban Development Authority

Visakhapatnam

Sub: Selection of Consulting Agency for “Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to cancel the bidding process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b. I/ We do not have any conflict of interest in accordance with the provision set out in 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 relevant Clause of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority 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 relevant Clause of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

6. I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
7. 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.
8. 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.
9. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Authority of the same immediately.
10. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date.
11. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, General Conditions of contract.
12. I/We offer a EMD of Rs 50,000 (Rupees Fifty thousand only) to the Authority in accordance with the RFP Document & Processing fee of Rs.11,800/- inclusive of GST.
13. The Bid Security in the form of a Demand Draft / FDR
14. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Name & Signature of the Authorized signatory)

Place:

Date:

Name and seal of Bidder:

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

APPENDIX – II: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We,..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife ofand presently residing atwho is [presently employed with us/ and holding the position of], as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 Selection of Technical Consultant for “Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam” by the Visakhapatnam Urban Development Authority, (VUDA) (the “Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority. AND we 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.

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2017

For

(Signature)

(Name, Title and Address)

Witnesses:

1.

2

Accepted by:

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

Notes:

- 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.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

APPENDIX – III: TECHNICAL PROPOSAL

The Technical Proposal shall set out the approach and methodology proposed for the Project and shall comprise:

1. Approach and Methodology

Project Appreciation:

Team deployment details for the project including details of team member and their expertise:

Methodology for Space Planning:

Methodology of Project Management Consulting:

“Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

APPENDIX – IV: FINANCIAL PROPOSAL

(To be enclosed in a separate cover)

(On the Letterhead of the Bidder)

Date:

Sub: “Selection of Architectural and Design Consultant for Setting up of an Integrated Naval Museum along with Sea Harrier, Parking and Landscaping in Beach Road in Visakhapatnam.”

Sir,

Having gone through this RFP document and the General Conditions of contract and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we are accepted for Consultancy fee @.....% **(fees in words and up to 2 decimal only)** (as defined in General conditions of Contract) inclusive of all out of pocket expenses, site visits, expenses of travel, documentation, communication and local office expenses incurred by consultants for carrying out the Services envisaged in this RFP document and General Conditions of contract. GST is extra as applicable from time to time.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

❖ The % of Fee quoted is on the Estimated Final Project Cost excluding all taxes.

Yours faithfully,

For and on behalf of

.....

(Name of the Bidder)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)