

**VISAKHAPATNAM URBAN DEVELOPMENT AUTHORITY**

**REQUEST FOR PROPOSAL (RFP)**

**Consultancy Services  
for  
'Preparation of Area Development Plan'  
for  
ANADAPURAM – BHEEMILI -MADHURAWADA AREA**

**SEPTEMBER 2015**

**Visakhapatnam Urban Development Authority**

9th Floor, Udyog Bhavan Complex, Siripuram, Visakhapatnam 530003, Andhra Pradesh

Phone: +91-891-2754133-34, Fax:+91-891-2754189.

Website: [www.vuda.gov.in](http://www.vuda.gov.in)

Email: [vcvuda@yahoo.com](mailto:vcvuda@yahoo.com); [cupvuda@gmail.com](mailto:cupvuda@gmail.com)

## CONTENTS

### **SECTION 1: LETTER OF INVITATION**

### **SECTION 2: INFORMATION TO CONSULTANTS**

- 2.1 DEFINITIONS
- 2.2 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS
- 2.3 PREPARATION OF PROPOSAL
- 2.4 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS
- 2.5 PROPOSAL EVALUATION
- 2.6 NEGOTIATIONS
- 2.7 AWARD OF CONTRACT
- 2.8 CONFIDENTIALITY
- 2.9 RIGHT OF REJECTION
- 2.10 DATA SHEET

### **SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS**

- FORM TECH 1: TECHNICAL PROPOSAL SUBMISSION FORM
- FORM TECH 2: FIRM'S / CONSORTIUMS' PROFILE AND EXPERIENCE
- FORM TECH 3: COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER AND APPRECIATION OF ASSIGNMENT
- FORM TECH 4: DESCRIPTION OF THE APPROACH AND METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
- FORM TECH 5: TEAM COMPOSITION AND TASKS' ASSIGNMENT
- FORM TECH 6: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
- FORM TECH 7: STAFFING SCHEDULE FOR KEY PROFESSIONALS AND TECHNICAL SUPPORT PERSONNEL
- FORM TECH 8: WORKS SCHEDULE

### **SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS**

- FORM FIN 1: FINANCIAL PROPOSAL SUBMISSION FORM
- FORM FIN 2: SUMMARY OF COSTS
- FORM FIN 3: BREAKDOWN OF COST
- FORM FIN 4: BREAKDOWN OF REMUNERATION
- FORM FIN 5: BREAKDOWN OF REIMBURSABLE EXPENSES
- FORM FIN 6: BREAKDOWN OF MISCELLANEOUS EXPENSES

### **SECTION 5: TERMS OF REFERENCE**

- 5.1 INTRODUCTION
- 5.2 OBJECTIVES OF THE PROJECT
- 5.3 SCOPE OF SERVICES
  - 5.3.1 STAGE -1: EXISTING SITUATION ASSESSMENT
  - 5.3.2 STAGE – 2: DRAFT AREA DEVELOPMENT PLAN
- 5.4 DELIVERABLES AND TIMELINE
- 5.5 PAYMENT SCHEDULE

**SECTION 6: DRAFT FORM OF CONTRACT**

I. FORM OF CONTRACT

II. GENERAL CONDITIONS OF CONTRACT

III. SPECIAL CONDITIONS OF CONTRACT

IV. APPENDICES

# **SECTION 1**

## **LETTER OF INVITATION**

## SECTION 1: LETTER OF INVITATION

Visakhapatnam  
----/09/2015

Dear Sir,

**Sub: Request for Proposal (RFP) – Consultancy Services for Preparation of ‘Area development plan for Anandapuram-Bheemli-Madhurawada Area’.**

1. Visakhapatnam Urban Development Authority (VUDA), intends to seek consultancy services of Consultants of International repute and now invites proposals to provide the following services: **Consultancy Services for ‘Preparation of ‘Area development plan for Anandapuram-Bheemli-Madhurawada Area’.** More details area provided on the Services are provided in the attached Terms of Reference.
2. The Request for Proposal [RFP] invited from interested National and/or International Consulting Firms of for providing **Consultancy Services for Preparation of ‘Area development plan for Anandapuram-Bheemli-Madhurawada Area’** 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. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants [Including Data Sheet]
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract
5. Please acknowledge VUDA 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.

**Vice-Chairman,  
Visakhapatnam Urban Development Authority,**

9th Floor, UdyogBhavan Complex, Siripuram,  
Visakhapatnam 530003,  
Andhra Pradesh, India,  
Phone: +91-891-2754133-34; Fax:+91-891-2754189.  
Email: vcvuda@yahoo.com.,cupvuda@gmail.com

Yours sincerely,

**Sd./-Vice-Chairman**  
**Visakhapatnam Urban Development Authority (VUDA),**  
**Visakhapatnam**

**Enclosure: Copy of Request for Proposal (RFP)**

## **SECTION 2**

# **INFORMATION TO CONSULTANTS**

## SECTION 2: INFORMATION TO CONSULTANTS

### 2.1 DEFINITIONS

- (a) "Employer/Client" means Visakhapatnam Urban Development Authority and its representatives.
  - (b) "Consultant" means any entity or person that may provide or provides the Services to 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 VUDA.
  - (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.
- 2.1.1 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.
- 2.1.2 A firm will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract if - it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing, a contract; and



- 2.1.3 The client will have the right to require that, a provision be included requiring consultants to permit VUDA to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of VUDA.
- 2.1.4 Consultants and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 2.1.5 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.
- 2.1.6 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.
- 2.1.7 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.

## **2.2 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

- 2.2.1 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, cable, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any such amendment shall be issued in writing through addenda. Addenda shall be sent by 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.

## **2.3 PREPARATION OF PROPOSAL**

- 2.3.1 The consultants are required to submit the proposal in two parts in two separate envelopes/packages and these parts shall be captioned as mentioned below on the respective envelopes. The proposal shall be written in English only.

- (a) **Part-1: Technical Proposal;**
- (b) **Part-2: Financial Proposal.**

'Part- 1 should be kept in one envelope/package marked as **Cover-1**. 'Part-2' should be kept in a separate envelope/package marked as **Cover-2**. Both Cover-1 & Cover-2 should be kept together in one single outer envelope/package.

The **Cover-I** submission shall contain the following information as described in ensuing sections.

#### **PART-1A: TECHNICAL PREQUALIFICATION AND ELIGIBILITY CRITERIA**

2.3.2 The Consultants / Consulting Firms shall be a Single Entity/Joint Venture/Consortium of not exceeding Three (Lead Member and Two Members) with following eligibility criteria.

- (a) Demonstrated experience of the Consortium, in preparation of Statutory Area development plans/Area Development Plans for at least One (1) City, of not less than Half Million Population/300 sq kms area. On-going relevant assignments will be considered for evaluation, only for projects where, documentary evidence / proof of submission of the Draft Area development plans / Final Report is furnished.
- (b) Average annual turnover of Lead Member of Consortium shall be more than or equivalent INR.100 million per annum on an average in last three (3) years, evidenced by the submission of Audited Annual Accounts and also a certificate from the Statutory Auditors; and
- (c) Demonstrated 'In-house' GIS capabilities including interpretation of satellite imageries and preparation of base maps supported by valid documentary evidence.

#### **PART 1B: TECHNICAL PROPOSAL**

2.3.3 While preparing the Technical Proposal, consultants are expected to examine the submission documents / format / enclosures etc., comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.

2,3.4 During preparation of the Technical Proposal, consultants must give particular attention to the following:

- (a) The estimated person-months for the assignment are stated in the Data Sheet and in the Terms of Reference for information. The proposal evaluation, shall however, be based on the number of professional staff months estimated by the firm. RFP specifies the minimum number of positions and their person-months. They will not be changed. Bidders may add more as desired. However, additional positions will not be considered in evaluation.
- (b) It is desirable that the majority of the key professional staff proposed should preferably be permanent staff. The permanent staff would be considered those employed/working with the firm for at least one year. More weightage will be given to the personnel employed for more number of years with the firm.

- (c) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) must be submitted for each position, and proposed professional staff must, have the minimum experience indicated in the data sheet.

2.3.3 The Technical Proposal must provide the following information, using but not limited to the formats from TECH 1 to TECH 8.

- (a) Any comments or suggestions on the ToR
- (b) The description of the approach and methodology including extent surveys and studies proposed to be undertaken
- (c) Presentation of work plan for performing the services, illustrated with bar charts of activities.
- (d) Composition of the proposed team, tasks assigned to each professional and the duration of their input.
- (e) Project Management and Team Organisation to deliver high quality study.
- (f) Recently signed CVs in blue ink on each page by the authorized representative submitting the proposal. Key information should include years with the firm and degree of responsibility held in various assignments. Photocopy or unsigned CVs shall not be evaluated.
- (g) Time estimates of the total staff inputs (professional and other support staff) for the services, supported by bar chart diagrams showing the time proposed by each professional staff member.
- (h) Any other information requested in data sheet and/or consultants' desires, provided relevant to proposed study.

2.3.4 The Technical Proposal must not include any financial information.

## **PART 2: FINANCIAL PROPOSAL**

2.3.5 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The preparation of Financial Proposal should follow Standard Forms. It should list all costs associated with the Assignment, including (a) remuneration to the staff and (b) rentals/fixed rates/reimbursable such as subsistence (per diem, housing), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and surveys (traffic, home interview, etc), training, soft ware key, etc as components of this assignment.

2.3.6 The Financial Proposal should clearly identify and include all the taxes, duties, fees, levies and other charges imposed under the applicable law, on the consultants, and their personnel, and include as part of their offer, and show only Service Tax separately.

2.3.7 Consultants have to express the price of their services in the Local currency (Indian Rupees) only. For the purpose of conversion of any foreign currency to INR, the rates as specified in the Data Sheet should be used.

## 2.4 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 2.4.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. The person who signs the Proposals must initial any such corrections.
- 2.4.2 Each of the proposals, along with their relevant enclosures should be bound, paginated, with an index of submission on the first page. Technical and Financial Proposals both would be bound separately.
- 2.4.3 An authorized representative of the firm shall initial all pages of original Technical and Financial Proposals. The representative's authorization shall be in the form of a written power of attorney accompanying the Proposal, or in any other form demonstrating that the representative has been duly authorized to sign. The (original) signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 2.4.4 Consultant must submit **one original and two (2) copies of technical and one original Financial Proposal only**. The Technical Proposal (1 original + 2 copies) must be in one envelope (Cover-1), while the Financial Proposal in original will be in a separate cover and sealed (Cover-2). The envelopes must be clearly marked on top as "Part-1: Technical Proposal" and "Part-2: Financial Proposal". One soft copy of Technical Proposal, in PDF format on CD, should also be placed in the cover containing Technical Proposals.
- 2.4.5 The two separate envelopes containing the technical and Financial Proposals, should be placed in one cover and addressed to Vice Chairman, VUDA (as per the detailed address given in Data Sheet) and labeled "**Proposal for Consultancy Services for 'Preparation of Area Development Plan for Anandapuram-Bheemli-Madhurawada Area'**".
- 2.4.6 The completed proposals must be delivered / submitted on or before the submission time and date as stated in the data sheet. The client shall not be responsible for misplacement, losing or pre-matured opening, if the outer envelope is not sealed and / or marked as stipulated.
- 2.4.7 After the deadline for submission of proposals, the outer envelope and Cover-1 marked as "Part-1: Technical Proposal" shall be opened in the presence of the consultants / their Authorized Representatives who choose to attend on the date and time indicated in the data sheet. The Financial Proposals shall remain sealed and deposited separately.

## 2.5 PROPOSAL EVALUATION

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

### Technical Proposal:

- 2.5.2 The Evaluation Committee appointed by the VUDA shall carry out evaluation of Technical Proposals. The evaluation criteria are point / marks system based as specified in the data sheet. Each responsive proposal shall be attributed a technical score. The Technical Proposal should score at least 60% to be considered responsive for financial evaluation.

### Financial Proposal:

- 2.5.3 After the evaluation of Technical Proposal is completed, the Client may notify those consultants whose Technical Proposals were considered non-responsive / not qualifying as per RFP Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- 2.5.4 The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the financial bid-opening meeting. The notification may be sent by a registered letter, facsimile, or electronic mail.
- 2.5.5 The Financial Proposals shall be opened in the presence of the consultants / authorized representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the financial bid opening.
- 2.5.6 The evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.
- 2.5.7 In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 2.5.8 The price bid to be considered for evaluation shall exclude Service Tax, but shall include all the other taxes, if any.
- 2.5.9 The Evaluation Committee shall consider the evaluated financial offer and/or total proposal cost and the score on price quote will be calculated in the following manner.

$$Sf = 100 \times Fm/F$$

in which,

- **Sf** is the 'Financial Score' of the Financial Proposal being evaluated.
- **Fm** is the computed lowest Financial Proposal (inclusive of all taxes but excluding Service Tax).
- **F** is the Computed Price of the bidder under evaluation (inclusive of all taxes but excluding Service Tax ).

The weights given to the Technical and Financial Proposals are:

- **T = 0.7 (70%)**
- **F = 0.3(30%)**

Proposals will be ranked according to their combined Technical Scores (**St**) and Financial Scores(**Sf**) using the weights indicated above.

**T = the weight given to the Technical Proposal;**

**P = the weight given to the Financial Proposal; and**

**S = Score**

**(T + P = 1)**

**S = St x T + Sf x P**

- 2.5.10 The percentage marks allocated to the lowest evaluated Financial Proposal will be 100 and to the other bids will be as calculated as above.
- 2.5.11 On completion of Evaluation of Technical and Financial Proposals, final ranking of the proposals will be determined by giving weightage to Technical and Financial Proposal, as specified in the Data Sheet. The firms will be ranked based on their weighted score. The firm achieving the highest combined technical and financial score will be invited for the contract negotiations.

## **2.6 NEGOTIATIONS**

- 2.6.1 Prior to the expiration of period of validity of proposal, the VUDA shall notify the successful firm who submitted the highest scoring proposal in writing through registered letter, facsimile or email and invite them to negotiate the contract.
- 2.6.2 Negotiations normally take two to five days. The invited consultant will, as a pre-requisite for attending negotiations, confirm availability of all nominated experts / key personnel and satisfy other pre negotiation requirements as the VUDA may specify. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.
- 2.6.3 Negotiations shall commence with a presentation on Technical Proposal on the proposed methodology (work plan), staffing and any suggestions, which may have been made to improve the ToR. These will be discussed. Agreement must then be reached on the final TOR; the staffing that shall indicate staff months, logistics and reporting. These documents then can be incorporated in the contract as "description of services". Special attention shall be paid to clearly defining the required inputs and facilities required from the client to ensure satisfactory implementation of the assignment. The client shall prepare minutes of negotiations, which will be signed by the client and consultant.
- 2.6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will not involve any discussions on neither the remuneration rates for staff nor other proposed unit rates.
- 2.6.5 Changes agreed upon shall then be reflected in the Financial Proposal, using proposed unit rates (no negotiation of the unit rates, including the man month rates).
- 2.6.6 The negotiations shall be concluded with a review of the draft Contract. The VUDA and the firm will finalize the agreed contract.
- 2.6.7 If negotiations fail, the VUDA will invite the second ranked consultant, whose proposal received the second highest score, to negotiate the contract.

## 2.7 AWARD OF CONTRACT

- 2.7.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant by Issuing a Letter of Intent.
- 2.7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

## 2.8 CONFIDENTIALITY

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

## 2.9 RIGHT OF REJECTION

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

## 2.10 DATA SHEET

SL.No.	DETAILS			
1	Name of the Assignment: <b>PREPARATION OF 'AREA DEVELOPMENT PLAN FOR ANANDAPURAM-BHEEMLI-MADHURAWADA AREA'</b>			
2	Name of the Client: <b>The Vice Chairman, Visakhapatnam Urban Development Authority (VUDA), 9th Floor, UdyogBhavan Complex, Siripuram, Visakhapatnam-530003, AP, India, Phones: 0891-2754133-34, Fax: 0891-2754189. Email: vcvuda@yahoo.com;cupvuda@gmail.com</b>			
3	Method of Selection of the Consultant for the Assignment: <b>Quality &amp; Cost Based Selection (QCBS) Method.</b>			
4	Information on 'Key Dates' for the Request for Proposal (RFP)			
	<b>S. No.</b>	<b>Event</b>	<b>Key Dates and Time</b>	
	1.	<b>Issue of RFP (Bid) Document</b>	<b>18.09.2015</b>	
	2.	<b>For Receipt of Queries &amp; Clarifications</b> (Mail your queries to Chief Urban Planner, VUDA, Visakhapatnam to Email: cupvuda@gmail.com)	<b>Upto 21.09.2015.</b>	
	3.	<b>Pre-Bid Meeting</b> (At Conference Hall, VUDA, Visakhapatnam.)	<b>23.09.2015</b> <b>11.00 AM to 1.00 PM (IST).</b>	

SL.No.	DETAILS	
4.	<b>Reply to Queries &amp; Clarifications</b>	<b>By 25.09.2015</b>
5.	<b>Last Date for Submission of Bids</b> (At O/o.Vice Chairman, VUDA, UdyogBhavan Complex, Siripuram, Visakhapatnam.)	<b>8.10.2015, 04.00 PM (IST).</b>
6.	<b>Opening of Technical Proposals</b>	<b>8.10.2015, 05.30 PM (IST).</b>
7.	<b>Opening of Financial Bids (Cover-2)</b> (At Conference Hall, VUDA, Visakhapatnam.)	<b>9.10.2015</b>
8.	<b>Letter of Award</b>	<b>12.10.2015</b>
9.	<b>Signing of Contract Agreement</b>	<b>17.10.2015</b>
10.	<b>Commencement of Services</b>	<b>19.10.2015</b>
	<b>Note: Bid Processing Fees (Non-refundable)</b> (Demand Draft may be drawn from any scheduled commercial bank in favour of 'Vice Chairman, VUDA payable at 'Visakhapatnam')	<b>5,000 (Indian Rupees Five Thousand only) paid through the Demand Draft (DD)</b>
5	Financial Proposal has to be submitted together with Technical Proposal : <b>Yes (QCBS Method)</b>	
6	<b>Technical and Financial Proposals remain valid for 60 days after the respective submission date.</b>	
7	<b>Queries &amp; Clarifications may be accepted by VUDA at least 'Four (4) Days' prior to the date of the Pre-bid Meeting, ie., by 08.02.2014, beyond that clarifications will not be entertained.The contact address for any clarifications in writing: The Vice Chairman, Visakhapatnam Urban Development Authority (VUDA), 9th Floor, UdyogBhavan Complex, Siripuram, Visakhapatnam 530003, Andhra Pradesh, India, Phones: 0891-2754133-34, Fax: 0891-2754189, Email: <a href="mailto:vcvuda@yahoo.com">vcvuda@yahoo.com</a>; <a href="mailto:cupvuda@gmail.com">cupvuda@gmail.com</a></b>	
8	All Correspondence / Proposals shall be submitted in <b>English only.</b>	
9	Short listed bidders may associate with other short listed Consultants: <b>No</b>	
10	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>Yes.</b>	
11	Consultant to state local cost in the national currency (INR): <b>Yes.</b>	
12	Consultant must submit two (2) Parts – one (1) original and two (2) copies of the Technical Proposal and one (1) original of Financial Proposal.	
13	Financial Proposal to be submitted in sealed envelope: <b>Yes</b>	
14	The minimum technical score required to pass is ' <b>60' from a maximum of 100 Points</b>	
15	Quality-Cost Ratio (Applicable for QCBS Techno-Commercial Evaluation only): <b>70:30</b>	
16	For any further queries contact: <b>Smt.R.J.Vidyullatha, VUDA, Visakhapatnam,Mobile No.098660-76913 Email: <a href="mailto:cupvuda@gmail.com">cupvuda@gmail.com</a></b>	
17	All the personnel shall have working knowledge of English and all the reports shall be written in English. (a) Each Key Staff proposed shall be associated with only one consultants/consortium/JV an if the same member is proposed by two firms, the CV of the person so proposed will not be considered for evaluation in both the firms; (b) Association of two short listed firms/entity is not permitted; (c) Estimated number of professional person-months required for the assignment: 100 Person-months for Key Professionals/Personnel, and 200 Person-months for Technical Support Staff.	

**Section 2: Information to consultants**



SL.No.	DETAILS		
	(d) Local Language is Telugu/Hindi.		
	<b>KEY PROFESSIONALS</b>		
	The minimum required credential/experience of proposed key staff is:		
SL.No.	DETAILS		
1	Name of the Assignment: <b>PREPARATION OF 'AREA DEVELOPMENT PLAN FOR ANANDAPURAM-BHEEMLI-MADHURAWADA AREA'</b>		
2	Name of the Client: <b>The Vice Chairman, Visakhapatnam Urban Development Authority (VUDA), 9th Floor, UdyogBhavan Complex, Siripuram, Visakhapatnam-530003, AP, India, Phones: 0891-2754133-34, Fax: 0891-2754189. Email: vcvuda@yahoo.com;cupvuda@gmail.com</b>		
3	Method of Selection of the Consultant for the Assignment: <b>Quality &amp; Cost Based Selection (QCBS) Method.</b>		
4	Information on 'Key Dates' for the Request for Proposal (RFP)		
	<b>S. No.</b>	<b>Event</b>	<b>Key Dates and Time</b>
	1.	<b>Issue of RFP (Bid) Document</b>	<b>18.09.2015</b>
	2.	<b>For Receipt of Queries &amp; Clarifications</b> (Mail your queries to Chief Urban Planner, VUDA, Visakhapatnam to Email: cupvuda@gmail.com)	<b>Upto 21.09.2015.</b>
	3.	<b>Pre-Bid Meeting</b> (At Conference Hall, VUDA, Visakhapatnam.)	<b>23.09.2015</b> <b>11.00 AM to 1.00 PM (IST).</b>
	4.	<b>Reply to Queries &amp; Clarifications</b>	<b>By 25.09.2015</b>
	5.	<b>Last Date for Submission of Bids</b> (At O/o.Vice Chairman, VUDA, UdyogBhavan Complex, Siripuram, Visakhapatnam.)	<b>8.10.2015, 04.00 PM (IST).</b>
	6.	<b>Opening of Technical Proposals</b>	<b>8.10.2015, 05.30 PM (IST).</b>
	7.	<b>Opening of Financial Bids (Cover-2)</b> (At Conference Hall, VUDA, Visakhapatnam.)	<b>9.10.2015</b>
	8.	<b>Letter of Award</b>	<b>12.10.2015</b>
	9.	<b>Signing of Contract Agreement</b>	<b>17.10.2015</b>
	10.	<b>Commencement of Services</b>	<b>19.10.2015</b>
	<b>Note: Bid Processing Fees (Non-refundable)</b> (Demand Draft may be drawn from any scheduled commercial bank in favour of 'Vice Chairman, VUDA payable at 'Visakhapatnam')		<b>5,000 (Indian Rupees Five Thousand only) paid through the Demand Draft (DD)</b>
5	Financial Proposal has to be submitted together with Technical Proposal : <b>Yes (QCBS Method)</b>		
6	<b>Technical and Financial Proposals remain valid for <u>60</u> days after the respective submission date.</b>		

SL.No.	DETAILS			
7	Queries & Clarifications may be accepted by VUDA at least 'Four (4) Days' prior to the date of the Pre-bid Meeting, ie., by 08.02.2014, beyond that clarifications will not be entertained. The contact address for any clarifications in writing: The Vice Chairman, Visakhapatnam Urban Development Authority (VUDA), 9th Floor, UdyogBhavan Complex, Siripuram, Visakhapatnam 530003, Andhra Pradesh, India, Phones: 0891-2754133-34, Fax: 0891-2754189, Email: <a href="mailto:vcvuda@yahoo.com">vcvuda@yahoo.com</a> ; <a href="mailto:cupvuda@gmail.com">cupvuda@gmail.com</a>			
8	All Correspondence / Proposals shall be submitted in <b>English only</b> .			
9	Short listed bidders may associate with other short listed Consultants: <b>No</b>			
10	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>Yes.</b>			
11	Consultant to state local cost in the national currency (INR): <b>Yes.</b>			
12	Consultant must submit two (2) Parts – one (1) original and two (2) copies of the Technical Proposal and one (1) original of Financial Proposal.			
13	Financial Proposal to be submitted in sealed envelope: <b>Yes</b>			
14	The minimum technical score required to pass is ' <b>60' from a maximum of 100 Points</b>			
15	Quality-Cost Ratio (Applicable for QCBS Techno-Commercial Evaluation only): <b>70:30</b>			
16	For any further queries contact: <b>Smt.R.J.Vidyullatha, VUDA, Visakhapatnam, Mobile No.098660-76913 Email: <a href="mailto:cupvuda@gmail.com">cupvuda@gmail.com</a></b>			
17	<p>All the personnel shall have working knowledge of English and all the reports shall be written in English.</p> <p>(a) Each Key Staff proposed shall be associated with only one consultants/consortium/JV and if the same member is proposed by two firms, the CV of the person so proposed will not be considered for evaluation in both the firms;</p> <p>(b) Association of two short listed firms/entity is not permitted;</p> <p>(c) Estimated number of professional person-months required for the assignment: 100 Person-months for Key Professionals/Personnel, and 200 Person-months for Technical Support Staff.</p> <p>(d) Local Language is Telugu/Hindi.</p> <p style="text-align: center;"><b>KEY PROFESSIONALS</b></p> <p>The minimum required credential/experience of proposed key staff is:</p>			
Sl.No.	Position	Professional Experience	Qualification and Specific Expertise	
1	Team Leader-cum-Urban and Regional Planner	Minimum 15 years	Shall have Postgraduate/ Postgraduate Diploma in Planning/Development Studies from an accredited college or University. Shall have experience as Team Leader for Urban and Regional Planning assignments of similar magnitude and nature. Should have relevant	

SL.No.	DETAILS			
			experience as Team Leader/Project Director in formulation of Regional Plans/Sub-Regional Plans/Metropolitan Regional Plans/Structure Plans with a population of not less than one (1) million in India or abroad.	
2	Project Manager – cum- Planner	Minimum 10 years	Shall have Postgraduate/ Postgraduate Diploma in Planning/Development Studies from an accredited college or University. Shall have experience as Project Manager/Coordinator for similar assignments. Should have experience in managing surveys/field studies/data analysis/mapping/consultation.	
3	Transportation Planner	Minimum 10 years	Shall have Masters degree in Transportation Engineering/Planning with graduation in Civil Engineering from an accredited college or University. Shall have relevant experience in transport planning assignments in Metropolitan cities/regions of similar magnitude, size and nature in India or abroad.	
4	Water Supply and	Minimum 10 years	Shall have Master Degree in	

SL.No.	DETAILS			
	Sewerage System Specialist		civil Engineering with specialisation in Public Health Engineering from an accredited college/University. Shall have experience in assignments of planning/designing of integrated infrastructure (water supply, sewerage and sanitation and drainage) of Metropolitan cities/urban areas/industrial regions/area development projects of similar magnitude.	
5	Environmental Specialist	Minimum 10 years	Shall have at least Master Degree in Environmental Planning/Engineering/Science from an accredited college/University. Should have experience in preparation of Strategic Environment Plans, EIA and EMP in area development projects. Should be conversant with safeguard policies of national and international funding agencies.	
6	Financial Analyst - cum - Resource Mobilisation Expert	Minimum 10 years	Shall have a Master degree in Finance/Business administration from an accredited college/University. Shall have relevant experience, including PPP aspects, in	

SL.No.	DETAILS			
			area development projects/ infrastructure development projects. Should also have experience in Financial analysis, project structuring, bid process management of infrastructure projects.	
7	GIS Engineer	Minimum 10 years	Shall have Masters/Postgraduate diploma in Remote Sensing or in GIS/Planning from an accredited college/University. Should have worked in the capacity of a GIS expert in similar area development projects. Should have the experience of interpretation of satellite imageries and preparation of a base map for an assignment of similar scale.	
8				
<b>Criteria, and Point System for Evaluation of Technical Proposals are:</b>				
S.No.	Parameters		Marks	Total Marks
1	(a) Demonstrated experience of the Consortium, in preparation of Statutory Area development plans/Area		10	30

## Section 2: Information to consultants

SL.No.	DETAILS			
(a)	Development Plans for at least One (1) City, of not less than Half Million Population. On-going relevant assignments will be considered for evaluation, only for projects where, documentary evidence / proof of submission of the Draft Area development plans / Final Report is furnished.			
(b)	Average annual turnover of Lead Member of Consortium shall be more than or equivalent INR.100 million per annum on an average in last three (3) years, evidenced by the submission of Audited Annual Accounts and also a certificate from the Statutory Auditors; and			10
(c)	Demonstrated 'In-house' GIS capabilities including interpretation of satellite imageries and preparation of base maps supported by valid documentary evidence.			10
2	<b>Adequacy of the proposed work plan and methodology in responding to Terms of Reference (ToR):</b>			30
3	<b>Qualification and Competence of the Key Personnel for this assignment:</b>			40
	<b>Sl.No.</b>	<b>Position</b>	<b>Marks</b>	
	i	Team Leader-cum-Urban and Regional Planner	10	
	ii	Project Manager – cum- Planner	5	
	iii	Transportation Planner	5	
	iv	Water Supply and Sewerage	5	

SL.No.	DETAILS				
		System Specialist			
v		Environmental Specialist	5		
vi		Financial Analyst - cum - Resource Mobilisation Expert	5		
vii		GIS Engineer	5		
					100
	The minimum technical score <b>St</b> required to pass is: <b>60 Points</b>				
	<p>The formula for determining the financial scores is the following:</p> <p><b>Sf = 100 x Fm / F</b>, in which <b>Sf</b> is the 'Financial Score', <b>Fm</b> is the 'Lowest Quote / Price' and <b>F</b> the 'Quote / Price of the Proposal under consideration'.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p><b>T = 0.7 (70%)</b>  <b>F = 0.3(30%)</b></p> <p>Proposals will be ranked according to their combined Technical (<b>St</b>) and Financial (<b>Sf</b>) Scores using the weights indicated above. (<b>T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1</b>) <b>S = St x T + Sf x P</b></p>				
	The Client will provide the following inputs and facilities: Data, Services and Facilities to be provided to the Consultant as under:				
	<p>(a) Existing Area development plan for the VMR– 2021</p> <p>(d) AP Urban Areas (Development) Act 1975.</p> <p>(e) Introduction letters.</p> <p>(f) Assistance in consultation with major stakeholders.</p> <p><b>Base Map Preparation and Satellite Imagery:</b></p> <p>(a) The consultants will prepare base map using interpretation of Satellite Imagery, village maps and necessary maps.</p> <p><b>Scale for Preparation of Area development Plan and Zonal Development Plans:</b></p> <p>1. <b>Area development Plan – 1:2,000</b></p>				

SL.No.	DETAILS
	The expected date of commencement of consulting services: <b>19.10.2015.</b>



## **SECTION 3**

# **TECHNICAL PROPOSAL – STANDARD FORMS**

**SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS**

<b>Form TECH 1</b>	Technical Proposal Submission Form
<b>FormTECH 2</b>	Firm/Consortium’s Profile and Experience
<b>FormTECH 3</b>	Comments and Suggestions on the (a)Terms of Reference (b) on data services, and facilities to be provided by the employer; and (c) Appreciation of Assignment.
<b>Form TECH 4</b>	Description of the methodology and work plan for performing the assignment.
<b>FormTECH 5</b>	Team and tasks assignment
<b>Form TECH 6</b>	Format of Curriculum Vitae of Proposed Key Professional Staff.
<b>Form TECH 7</b>	Staffing Schedule
<b>Form TECH 8</b>	Work Schedule

**FORM TECH 1: TECHNICAL PROPOSAL SUBMISSION FORM**

*Location:*

*Date:*

To:

**Vice-Chairman,  
Visakhapatnam Urban Development Authority,  
9th Floor, UdyogBhavan Complex, Siripuram,  
Visakhapatnam 530003,  
Andhra Pradesh, India,  
Phone: +91-891-2754133-34; Fax:+91-891-2754189.  
Email: vcvuda@yahoo.com.,cupvuda@gmail.com**

Ladies/ Gentlemen

**Subject: Consultancy Services for 'Preparation of Area development for Anandapuram-Bheemli-Madhurawada area.-VUDA.**

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

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

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

We remain,

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

## FORM TECH 2: FIRM'S / CONSORTIUMS' PROFILE AND EXPERIENCE

**A. Consultant's Organization**

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

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

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

Firm's Name: \_\_\_\_\_

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

**A. On the Terms of Reference:**

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

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

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

**C. Appreciation of Assignment**

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

---

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

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

**FORM TECH 5:TEAM COMPOSITION AND TASKS' ASSIGNMENT****1. Key Personnel and Managerial Staff**

<b>S. No.</b>	<b>Name</b>	<b>Position</b>	<b>Task</b>
1			
2			
3			
4			
5			
6			
7			
8			

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

---

**Name of Firm:**

---

**Name of Staff:**

---

**Profession:**

---

**Date of Birth:**

---

**Years with Firm/ Entity:** \_\_\_\_\_ **Nationality :** \_\_\_\_\_**Membership of Professional Associations:** \_\_\_\_\_

---

**Detailed Tasks Assigned:**

---

---

**Key Qualifications:**

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

---

---

**Education**

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

---

**Employment Record:**

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

---

---

**Languages:**

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

---

---

**Certification:**

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

---

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

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



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

S. No.	Name	Position	WEEKS(in the Form of a Bar Chart)												Number of WEEKSs	
			1	2	3	4	5	6	7	-	-	-	11	12		
																Sub Total (1)
																Sub Total (2)
																Sub Total (3)
																Sub Total (14)
																Sub Total (15)

Signature\_\_\_\_\_

(Authorized Representative)

Full Name:\_\_\_\_\_

Title:\_\_\_\_\_

Address:\_\_\_\_\_

### FORM TECH 8:WORKS SCHEDULE

#### A. Field Investigation and Study Item

S. No.	Item of Work / Task / Sub-Task	WEEK-wise Program (in form of Bar Chart) (1 <sup>st</sup> , 2 <sup>nd</sup> , etc. are WEEKS from the start of assignment)											
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>				11 <sup>th</sup>	12 <sup>th</sup>

#### B. Completion and Submission of Reports

S. No.	Report*	Programme (Date)
1	Inception Report	
2	Reports	

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

## **SECTION 4**

# **FINANCIAL PROPOSAL – STANDARD FORMS**

## **SECTION 4: FINANCIAL PROPOSAL – STANDARD FORMS**

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

**Form FIN 1: Financial Proposal Submission Form**

**FormFIN 2: Summary of Costs**

**FormFIN 3: Breakdown of Cost**

**Form FIN 4: Breakdown of Remuneration**

**Form FIN 5: Breakdown of Reimbursable Expenses**

**Form FIN 6: Breakdown of Miscellaneous Expenses.**

**FORM FIN 1: FINANCIAL PROPOSAL SUBMISSION FORM***Location:**Date:*

To:

**Vice-Chairman,  
Visakhapatnam Urban Development Authority,  
9th Floor, UdyogBhavan Complex, Siripuram,  
Visakhapatnam 530003,  
Andhra Pradesh, India,  
Phone: +91-891-2754133-34; Fax:+91-891-2754189.  
Email: vcvuda@yahoo.com., cupvuda@gmail.com**

Ladies/ Gentlemen

**Subject: Consultancy Services for 'Preparation of Area Development Plan for Anandapuram-Bheemli-Madhurawada Area'**

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

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

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

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

We remain,

Yours Sincerely,

Authorized Signature:[in Full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

**FORM FIN 2:SUMMARY OF COSTS**

<b>S. No.</b>	<b>Description</b>	<b>Local Currency (INR)</b>
1	<b>Remuneration</b>	
2	Reimbursable Expenses	
3	Miscellaneous Expenses	
4	Taxes Assessed and payable on fees/services provided by foreign Personnel, including duties on equipment imported, if any	
5	<b>TOTAL COSTS (Excluding Service Tax)</b>	
6	<b>Service Tax</b>	
7	<b>TOTAL COSTS (Inclusive of all Taxes)</b>	

**FORM FIN 3: BREAKDOWN OF COST**

<b>Sl. No.</b>	<b>Cost Component</b>	<b>Local Currency (INR)</b>
1	Remuneration	
2	Reimbursable	
3	Miscellaneous Expenses	

**FORM FIN 4: BREAKDOWN OF REMUNERATION**

Sl. No.	Name	Position	Staff Months	Remuneration			Amount (INR)
				Indicate Currency (INR)	Rate (INR)	Amount (INR)	
1							
2							
3							
-							
-							
1							
2							
-							
-							
-							
<b>Total Remuneration in INR</b>							



**FORM FIN 5: BREAKDOWN OF REIMBURSABLE EXPENSES**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price(INR)</b>	<b>Amount(INR)</b>
1	Return Flights between _____ and _____	Trip			
2	Miscellaneous Travel Expenses	Trip			
3	Subsistence Allowance	Day			
4	Local Transportation Costs*				
5	Office Rent/ Accommodation, Clerical Assistance, etc.				
6	Surveys (cost of each survey listed in Table 2 of Section-5 of RFP, along with quantities is to be followed. In addition, consultants may add additional surveys and investigation, if needed)				
<b>Total Reimbursable Expenses (INR)</b>					

*\*Consultants to add more rows as required.*

**FORM FIN 6: BREAKDOWN OF MISCELLANEOUS EXPENSES**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price(INR)</b>	<b>Total Amount (INR)</b>
1	Office Supplies, Utilities and Communication				
2	Drafting reproduction of reports				
3	Office Furniture and Equipment:, Computers, etc.				
4	Software				
5	Training				
6	Office and establishment set up				
<b>Total Miscellaneous Expenses (INR)</b>					

*Note: Add more rows as needed.*

## **SECTION 5 TERMS OF REFERENCE**

## SECTION 5: TERMS OF REFERENCE

### 5.1 INTRODUCTION

1. Visakhapatnam is one of the major cities on the east coast of India. It is the largest city in Andhra Pradesh and is a major port city with a strong industrial base. Visakhapatnam has emerged as one of the major destinations in Andhra Pradesh for private sector investments in industrial, real estate and tourism sectors.
2. Visakhapatnam Urban Development Authority (VUDA), constituted on 17th June 1978, under Andhra Pradesh Urban Areas (Development) Act, 1975 is responsible for (a) effective enforcement of Area development plan through Zoning Regulations and Development Control Rules; (b) conscious intervention in ensuing planned development; (c) quality housing schemes, infrastructure augmentation, BOT projects, PPP/ joint ventures, commercial complexes, recreational facilities, tourism projects, energy efficient measures; and (d) ensuring development of greenery, environmental protection, afforestation and landscaping etc.
3. The VUDA Area development plan was approved vide G.O.MS.No.274 M.A., dated 23<sup>rd</sup> May, 1989, under Andhra Pradesh Urban Areas (Development) Act, 1975.
4. The VUDA, up to 2008, had its jurisdiction of 1721 sq.km., comprising 5 urban centers viz., Visakhapatnam, Vizianagaram, Anakapalli, Bheemunipatnam and Gajuwaka and 287 villages. It is referred to as Visakhapatnam Metropolitan Region (VMR). So far, VUDA prepared three Area development plans for the VMR. The existing approved Area development plan for VMR is valid up to 2021, with a provision to review and revise for every five years.
5. Considering the developmental pressure and to further promote planned development, the VUDA vide Government G.O.No.525, dated 30.7.2008, extended its jurisdiction limits (hereinafter referred to as "VUDA Area") on North, South and Western Limits by 3852.51 sq.km to 5573 sq.km, with a population of 4.2 million (as per 2001 census). The extended area comprises 931 villages, 3 Municipalities, 1 Nagar Panchayat and 34 Mandals in Districts of Srikakulam, Vizianagaram, Visakhapatnam and East Godavari.
6. VUDA intends to seek the services of consultants of international repute, for '**Preparation of Area Development Plan for Anandapuram-Bheemli-Mdhurawada Area**' (*hereinafter referred to as the **Project***).
7. A brief on geographical area, constituent administrative area including municipal corporation, municipalities and nagarpanchayats and villages, existing and projected population is given in Table -1.

**Table – 1: Key Facts on VMR**

Description	Old VMR Area	Extended Limits	VUDA at Present
Area	1721 sq.kms	3852 sq.kms	5573 sq.kms
Corporations	VMC		GVMC

<b>Municipalities</b>	Anakapalli Bheemunipatnam Vizianagaram	Amadalavalasa Srikakulam, Tuni, Rajam (NP) Yelamanchili	5 MUNICIPALITIES (Vizianagaram, Amadalavalasa Srikakulam, Tuni, Yelamanchili )& Rajam (NP) ,Nellimarla (NP)
<b>Villages</b>	239	931	1170
<b>Population 2001</b>	22 lakhs	20 lakhs	42 lakhs
<b>Population 2011</b>			<b>53.4 lakhs</b>
<b>Projected Pop. 2021</b>	34.49 lakhs	26 Lakhs	61 Lakhs

8. The purpose of the Terms of Reference (ToR) is to describe the context and scope of the consultancy assignment. The area development Plan shall be prepared in accordance with Andhra Pradesh Urban Areas Development Act 1975 and Rules.

## 5.2 OBJECTIVES OF THE PROJECT

9. The Project, aims at sustainable development evolving **development vision and road map** for balanced growth of region by regulating future spatial development to be envisaged for the horizon year, 2031. The Area development plan will be a constitutional instrument as it conforms to the provisions stated in the Andhra Pradesh Urban Areas Development Act 1975 and Rules.

10. The specific objectives of the Project are as under:

(a) **Integration of VMR area with Extended VMR:** Review existing Area development plan of VMR.

(b) **A Road Map for regulating future growth:** Prepare a Area development plan, in accordance with provisions of APUAD Act, 1975, envisaging a Land use Plan, considering potential growth and

emerging development pressure and provide a road map/strategies for regulating future growth in a planned .

- (c) **Environmental Sustainability:** Prepare a sustainable Area development plan, avoiding potential adverse implications on existing environmental resources including long coast line, protected and regulated forests, ravines, sanctuaries/bio-diversity areas, irrigated agriculture areas, water bodies, in compliance with CRZ regulations and other legislations of Government of India. Prepare a Area development plan supported by strategic environmental Plan
- (d) **Locational Plan:** Through a realistic estimated demand, prepare a Area development plan, which suggests appropriate locations for future employment areas, new growth centers, counter magnets , and provides for adequate land for key public infrastructure including hierarchy of roads, modern, feasible and efficient public transportation system, transportation terminals, trunk water supply system, waste water and solid waste management system and disposal areas, trunk power supply and key institutional, social and recreational facilities.
- (e) **Transportation Plan based on Land use–Transportation Model to guide development:** Prepare a Area development plan, which focuses on transportation plan and infrastructure, assessed through detailed field studies and surveys, realistic estimation of transportation demand in the base year and future travel demand pattern based on land-use transportation model within the Project
- (f) **Participatory and Consultative Plan:** Prepare a Area development plan, which combines perceptions and visions of various stakeholders including civil society, fishermen community, agriculture community, industrialists, traders, elected representatives, academicians, government and non-governmental organizations.
- (g) **Capital Investment Plan and Resource Mobilization Strategies (Business Plan):** Prepare Area development plan, which identifies key infrastructure projects, estimated capital investment, resource mobilization strategies and realistic implementation plan. Prepare an exclusive document on “Business Plan” to facilitate VUDA, in implementation of short, medium and long-term projects that are translated from the Area development plan. The Business Plan shall help VUDA for accessing funding for various infrastructure projects.
- (h) Planning strategies on conservation zones and archeological protection areas.
- (i) Evaluation of Housing strategies and plan for socio-economic condition wise future housing need and stock.

### 5.3 SCOPE OF SERVICES

11. The scope of the services for the preparation of the Area development plan for the project Area will be carried out through **three Stages** as follows:

- (a) Stage-1: Existing Situation Assessment
- (b) Stage-2: Draft Area development plan

- (c) Stage-3: Assistance to VUDA in notification and finalization of Final Draft Area development plan

### 5.3.1 STAGE -1:EXISTING SITUATION ASSESSMENT

12. This stage represents the initiation of the Area development plan preparation. The scope of work in this stage is a comprehensive assessment of the existing situation and identification of the general trends of socio-economic development at the regional level. Furthermore, the stage will concentrate on the assessment of available data and information and accuracy of this data in terms of quantity, quality and it's adequacy for the purpose of the preparation of the intended Area development plan. Therefore, the Consultants shall collect all available data and conduct all necessary surveys and researches as described in this Stage. **The scope of work of this stage shall be accomplished in Five(5) Tasks as follows:**

#### Task 1: Data Collection and Review and Documentation of Policies, Strategies and Plans

13. The task will draw a comprehensive picture of the existing socio-economic conditions, physical characteristics both built up and natural and assembly and appraisal of all of the data in order to identify existing development trends and issues. Furthermore, the Consultants shall fully comprehend all existing policies, plans, strategies and laws that influence the planning practices and execution of the approved plans. The activities to be carried in this Task are as follows:
- (a) Review of all sectorial policies, strategies and plans on regional economic development, industrial policy, State SEZ policy, tourism and heritage conservation, PPP framework, protection of environmental resources etc.
  - (b) Review and documentation of policies, strategies and plans through collection of data and information from various sources of all government authorities and other sources; and
  - (c) Compile all available spatial and attribute data, regarding existing conditions in the Project Area covering, but not limited to, the following areas:
    - (i) **Socio-economic data** including economic base characteristics of various economic sectors (agriculture, animal husbandry, fisheries, industry and tourism), employment, population and demographic characteristics, etc.
    - (ii) **Environment and Natural Resources** including forests, rivers, lakes and other water resources, coastal environment and protected areas, natural drainage areas and flooding areas, ravines, sanctuaries/bio-diversity areas, mining and quarrying, high value natural scenic sites including the heritage areas etc., related to the environmental concerns.
    - (iii) **Physiographic and geology** including climate, winds, topography, geology, natural risk sites, etc.
    - (iv) **Human settlement hierarchy, function and distribution:** including urban and rural settlements/habitats.
    - (v) **Built-up environment and land use.**
    - (vi) **Transportation infrastructure** including road based, rail based and air transport and networks.
    - (vii) **Physical infrastructure data** including water supply and network. Electricity supply and network, sewerage system, telecommunication, solid waste treatment facilities.

- (viii) **Social infrastructure data** including hierarchy of facilities, their distribution and accessibility.
- (ix) **Projects under implementation** including the inventory of all infrastructure, housing and real estate projects under construction.

**14. Having accomplished the above activities, the Consultants shall:**

- (a) Assess the quality and quantity of data available at the regional and other hierarchal levels.
- (b) Identify the gaps in terms of information needed and the approach and methods to overcome such deficiency.
- (c) Conduct all necessary field studies and surveys to update missing data and information needed for preparation of the Project. VUDA will provide the following:
  - (i) Soft copy of approved Land-use Plan (in Auto Cad) of VMR.
  - (ii) Soft copy and/or hard copy of layouts approved by VUDA and DTCP in VMR and VUDA Area.
  - (iii) Reports and Plans (hard and soft copies) of the Area development plan for VMR – 2021, Area development plans and Zonal Development Plans for urban areas.
  - (iv) Introduction letter to the concerned agencies for obtaining necessary information.
  - (v) Issuing press notifications, advertisements and letters as required for undertaking surveys, field investigation and consultation.
  - (vi) Participation in consultations with stakeholders.
  - (vii) Any other data/information/services/assistance for the Project needs, as requested by consultants during contract duration.

**15. Studies and Surveys** –Based on initial understanding of Project Area, VUDA identified following list of essential surveys and studies.

**Table -2: Type of Surveys/Studies and Quantity**

SL.NO.	SURVEYS /STUDIES
<b>1</b>	<b>BASE MAP PREPARATION</b>
1.1	Satellite data processing with survey Ground Control Points (GCPs)
1.2	Geo-rectification and digitization (Base map preparation)
1.3	Cadastral Map digitization
<b>2</b>	<b>LAND USE SURVEY AT URBAN AREAS</b>
<b>3</b>	<b>TRAFFIC SURVEYS</b>
<b>4</b>	<b>HOME INTERVIEW SURVEY (HIS) ON SAMPLE BASIS</b>
<b>5</b>	<b>STAKE HOLDERS' CONSULTATIONS</b>
<b>6</b>	<b>HERITAGE AND CONSERVATION PROPERTIES SURVEY</b>
<b>7</b>	<b>PHYSICAL INFRASTRUCTURE MAPPING</b> (through compilation of data/information from concerned departments)

**Task - 2: Review and Assessment of Area development plan for VMR - 2021**



16. Consultants shall review and assess the Area development plan for VMR covering, but limited to the following:
- (a) Proposed Land Use Plan and its extent of achievements from its approval date to till date;
  - (b) Extent of implementation of key infrastructure projects identified in the Area development plan and their status of implementation;
  - (c) Identify the key gaps and issues that need to be addressed in the Revision of Area development plan

### **Task - 3: Base Map Preparation**

17. Base map preparation shall cover, but not limited to, the following. Consultants, shall, however, may amend further, if any.

**(a) PROJECT Area:**

- (i) Digitization of land use through interpretation satellite imagery and ground truth verification.
- (ii) Digitization of cadastral revenue village map, revenue boundaries with survey number of concerned villages with geo-reference.
- (iii) Key Projects under implementation or committed by collecting data from concern agencies.
- (iv) Infrastructure and Utilities mapping, wherever available, from concerned Government Departments.
- (v) Incorporation of approved layout road networks.

### **Task - 4: Analysis and Assessment of Existing Situation**

18. Based on the above, the Consultants shall conduct the assessment of the existing situation and identify issues, opportunities and challenges. The task shall cover with SWOT analysis
- (a) Review of all sectorial policies, strategies and plans and G.O.s existed;
  - (b) Status of present VMR in terms of implementation strategies;
  - (c) Position of VK-PCPIR SDA Area and its influence over the VMR area;
  - (d) Demographic characteristics;
  - (e) Regional Economic base assessment;
  - (f) Economic sectors' assessment – agriculture, animal husbandry, fisheries, manufacturing and tourism, industrial and hospitality;
  - (g) Ports and Harbours;
  - (h) Transportation sector assessment – Appendix 5 provides exclusively the scope of work;
  - (i) Infrastructure and utilities;
  - (j) Land Management and Real estate development;
  - (k) Slums and urban poverty;
  - (l) Heritage and conservation;
  - (m) Water resources and water management;

### **Task - 5: Stakeholder Consultations**

19. The Area development plan shall adopt participatory approach by conducting interactive sessions. Therefore, consultants shall devise effective strategy to conduct consultation with stakeholders including civil society., fishermen community, agriculture community, industrialists, traders, elected representatives, academicians, government and non-governmental organizations.

### 5.3.2 STAGE – 2: DRAFT AREA DEVELOPMENT PLAN

20. Upon approval of the Preliminary Area development plan by the client, the Consultants shall incorporate the same on to Draft Area development plan.

### 5.3.3 STAGE – 3: ASSISTANCE TO VUDA IN NOTIFICATION & FINALISATION OF FINAL DRAFT AREA DEVELOPMENT PLAN AND ZONAL DEVELOPMENT PLANS

21. Consultants shall facilitate VUDA in notification of Draft Area development plan. Upon receipt of objections and suggestions, the same shall be compiled. In consultation with the VUDA, strategies to incorporate objections and suggestions will be finalized. Thereafter, Consultants shall incorporate the same in Final Draft Area development plan and Zonal Development Plans, and submit to the VUDA. The VUDA will then submit the same to the Government of Andhra Pradesh for approval. The proposed land use plan shall be superimposed on to village maps, showing revenue boundaries and survey numbers. The consultants shall also submit a “land use register”, showing survey numbers by each village
22. Along with Final Draft Area development plan and Zonal Development Plans, the Consultants shall submit all Plans and drawings in GIS platform in an agreeable format to the Client. The study area maps shall be digitised on GIS Platform based on interpretation of the satellite imagery that will be supplied by VUDA. The maps prepared shall be in compliance with the National Urban Information System (NUIS) GIS Database structure. The area development plan shall be delivered at 1:2000 Scale .The digital database shall be provided in GIS Platform and also in AutoCAD platform to the client.

## 5.4 DELIVERABLES AND TIMELINE

The Project shall be completed within a period of 3 months from the commencement date. The time line for mile stones/deliverables identified shall be as follows:

Sl. No	Milestones/Deliverables	No. of Copies	Completion / Submission time (at the end of)
1	Submission of <b><u>Inception Report</u></b>	25	2 WEEKS from Start date
2	Submission of <b><u>Stage-1 Report – Existing Situation Assessment</u></b>	25	4 WEEKS from Start date
3	Submission of <b><u>Base map</u></b>	5	6 WEEKS from Start date
4	Submission of <b><u>Draft Area development</u></b>	25	9 WEEKS from Start date
5	<b><u>Consolidated Report on Public objections and suggestions</u></b> from interested public and local authorities on Draft Area development plan and Submission of <b><u>Final Draft</u></b>	25	12 WEEKS from Start date

Sl. No	Milestones/Deliverables	No. of Copies	Completion / Submission time (at the end of)
	<u>Area development plan to VUDA</u> (to be sent to GoAP., for approval)		
	<b>Total</b>		<b>12 WEEKS</b>

## 5.5 PAYMENT SCHEDULE

The payment schedule will be as follows:

Sl. No	Milestones	% Payment
1	On Submission of <u>Inception Report</u>	10%
2	On Submission of <u>Stage-1 Report – Existing Situation Assessment</u>	10%
3	On Submission of <u>Base map</u>	30%
4	Submission of <u>Draft Area development</u>	25%
5	<u>Consolidated Report on Public objections and suggestions</u> from interested public and local authorities on Draft Area development plan and Submission of <u>Final Draft Area development plan to VUDA</u> (to be sent to GoAP., for approval)	15%
6	On completion of project	10%
	<b>Total</b>	<b>100%</b>

## **SECTION 6**

# **DRAFT FORM OF CONTRACT**

## **SECTION 6: DRAFT FORM OF CONTRACT**

### **Consultancy Contract Agreement**

**Between**

**Visakhapatnam Urban Development Authority**

**and**

\_\_\_\_\_  
**(Name of Consultant)**

**Dated**

## I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2012, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Employer") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants") [*\*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows" ..... (hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultant's obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the "Consultants.")*]

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Minutes of the Contract Negotiations Meeting/Correspondence/others

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Form of Guarantee for Advance Payments

Appendix H: Payment Schedule

2. The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF  
[NAME OF EMPLOYER]  
By \_\_\_\_\_ (Authorized Representative)

FOR AND ON BEHALF OF  
[NAME OF CONSULTANTS]  
By \_\_\_\_\_ (Authorized Representative)

*[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE CONSULTANTS

[NAME OF MEMBER]  
By \_\_\_\_\_ (Authorized Representative)

[NAME OF MEMBER]  
By \_\_\_\_\_ (Authorized Representative)  
Etc.

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country (or in such other country as may be specified in the Special Conditions of Contract (SC)), as they may be issued and in force from time to time;
- (b) "deleted" means dropped or removed;
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Foreign currency" means any currency other than the currency of Government;
- (f) "GC" means these General Conditions of Contract;
- (g) "Government" means the Government Employer's Country;
- (h) "Local Currency" means the currency of the Government;
- (i) "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Employer under this Contract;
- (j) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and



- (n) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

### **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.3 Language**

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

### **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

### **1.5 Location**

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

### **1.6 Authorized Representatives**

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

### **1.7 Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price, excluding Service Tax.

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

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

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

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

### **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **2.5 Force Majeure**

#### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, (b) has informed the other Party as soon as possible about the occurrence of such an event and (c) obtained confirmation on occurrence of Force Majeure from Third Party who is a technically qualified person acceptable to both parties.

#### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be paid a reasonable amount to keep their men and material to continue after the waiting period and it should not be treated as compensation or recouping the loss. A specific quantum shall be fixed by the Technical Expert acceptable by both parties for this duration.

## **2.6 Termination**

### **2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days" written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days" in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

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

### **2.6.2 By the Consultants**

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

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

### **2.6.3 Payment upon Termination**

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

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Consultant's personnel and their eligible dependents.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or third parties.

#### **3.2 Conflict of Interests**

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

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

##### **3.2.2 Consultants and Affiliates Not to be Otherwise Interested in Project**

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

##### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract: or

#### **3.3 Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

### **3.4 Insurance to be taken out by the Consultants**

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

### **3.5 Consultants' Actions Requiring Employer's Prior Approval**

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

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

### **3.6 Reporting Obligations**

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

### **3.7 Documents Prepared by the Consultants to Be the Property of the Employer**

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

#### **4. CONSULTANTS' PERSONNEL**

##### **4.1 Description of Personnel**

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

##### **4.2 Removal and/or Replacement of Personnel**

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

#### **5. OBLIGATIONS OF THE EMPLOYER**

##### **5.1 Assistance and Exemptions**

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

##### **5.2 Changes in the Applicable Law**

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

##### **5.3 Services and Facilities**

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

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Lump-Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

The price payable in local currency is set forth in the SC.

### **6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix E.

### **6.4 Terms and Conditions of Payment**

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

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

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

### III. SPECIAL CONDITIONS OF CONTRACT

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

[1.1(g) The words “in the Governmens’s country” are amended to read “in India”]

[1.1(i) The Member in Charge is \_\_\_\_\_]

1.3 The language is English.

1.4 The addresses are:

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

Attention : **VICE-CHAIRMAN**

Facsimile : 91- 891-2754189.

Consultants : \_\_\_\_\_  
\_\_\_\_\_

Attention : \_\_\_\_\_

Facsimile :

1.6 The Authorized Representatives are:

For the Employer : **Chief Urban Planner**

For the Consultants: \_\_\_\_\_

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

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

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

2.2 The date for the commencement of Services is **30 days** after contract has become effective.

2.3 The period of services shall be **24 months**.

3.4 The risks and coverage shall be:



- (1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their personnel, for the period of Consultancy;
  - (2) Third Party liability insurance, with a minimum coverage for Rs.500,000 for the period of Consultancy;
  - (3) Employer's liability and workers' compensation insurance in respect of the personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
  - (4) Professional liability insurance, with a minimum coverage of equal to total contract value for this consultancy; and
  - (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
- 3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.
- 6.2 The amount (of Fee) in local currency is: **INR** \_\_\_\_\_ + Service tax in **INR**.....
- 6.4 The account details are:.....

Payments shall be made as given in Appendix H.

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

## **7 DISPUTE SETTLEMENT**

- 7.2(i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:
- 7.2(ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:
- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the

- matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

### **7.3 Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996 of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

### **7.4 Substitute Arbitrators**

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

### **7.5 Qualifications of Arbitrators**

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

### **7.6 Miscellaneous**

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

## IV. APPENDICES

### APPENDIX – A: DESCRIPTION OF THE SERVICES

*[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.]*

### APPENDIX - B: REPORTING REQUIREMENTS

The Project shall be completed within a period of 12 weeks from the commencement date. The time line for mile stones/deliverables identified shall be as follows:

Sl. No	Milestones/Deliverables	No. of Copies	Completion / Submission time (at the end of)
1	Submission of <u>Inception Report</u>	25	2 WEEKS from Start date
2	Submission of <u>Stage-1 Report – Existing Situation Assessment</u>	25	4 WEEKS from Start date
3	Submission of <u>Base map</u>	5	6 WEEKS from Start date
4	Submission of <u>Draft Area development</u>	25	9 WEEKS from Start date
5	<u>Consolidated Report on Public objections and suggestions</u> from interested public and local authorities on Draft Area development plan and Submission of <u>Final Draft Area development plan to VUDA</u> (to be sent to GoAP., for approval)	25	12 WEEKS from Start date
	<b>Total</b>		<b>12 WEEKS</b>

### APPENDIX – C: KEY PERSONNEL

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff-months for each.

### APPENDIX - D: MINUTES OF THE CONTRACT NEGOTIATIONS MEETING / CORRESPONDENCE / OTHERS

### APPENDIX – E: BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

1. Monthly rates for Personnel
2. Reimbursable expenditures

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

#### **APPENDIX– F: SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER**

**The Employer will provide the following inputs:**

- (a) Hard copies of all available Revenue Village Maps
- (b) Soft copy and or hard copy of layouts approved by VUDA and DTCP in project Area.
- (c) Reports and Plans (hard and soft copies) of the Area development plan for VMR – 2021
- (d) Introduction letter to the concerned agencies for obtaining necessary information.
- (e) Issuing press notifications, advertisements and letters as required for undertaking surveys, field investigation and consultation.
- (f) Participation in consultations with stake holders.
- (g) Any other data/information/services/assistance for the Project needs, as requested by consultants during contract duration.

#### **NOTES:**

- (a) *Client will provide all data/information pertaining to the listed items in Appendix-F on free of cost. Consultant may procure any additional data / info with their efforts.*
- (b) *Available approved Land Use Plan will be shared with the appointed consultant. No geo-referenced maps are available with VUDA.*
- (c) *Counterpart staff will be provided for assistance.*

#### **APPENDIX –G: PAYMENT SCHEDULE**

**The payment schedule will be as follows:**

<b>Sl. No</b>	<b>Milestones</b>	<b>% Payment</b>
1	On Submission of <u>Inception Report</u>	10%
2	On Submission of <u>Stage-1 Report – Existing Situation Assessment</u>	10%
3	On Submission of <u>Base map</u>	30%
4	Submission of <u>Draft Area development</u>	25%
5	<u>Consolidated Report on Public objections and suggestions</u> from interested public and local authorities on Draft Area development plan and Submission of <u>Final Draft Area development plan to VUDA</u> (to be sent to GoAP., for approval)	15%
6	On completion of project	10%
	<b>Total</b>	<b>100%</b>

\*\*\*\*\*