

**VIJAYAWADA MUNICIPAL CORPORATION (VMC)**  
**REQUEST FOR PROPOSAL (RFP) FOR**  
**SELECTION OF PROJECT MONITORING GROUP (PMG) TO**  
**IMPLEMENT BUS RAPID TRANSIT SYSTEM (BRTS)**  
**IN VIJAYAWAWA**

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Name of the Agency to whom issued: \_\_\_\_\_

\_\_\_\_\_

Cost of Schedule Paid Rs. \_\_\_\_\_ vide \_\_\_\_\_

Bearing No. \_\_\_\_\_ Date \_\_\_\_\_ of \_\_\_\_\_ Bank.

**SUPERINTENDING ENGINEER**

**VIJAYAWADA MUNICIPAL CORPORATION**

**(VMC)**

**REQUEST FOR PROPOSAL (RFP) FOR**

**SELECTION OF PROJECT MONITORING**

**GROUP(PMG) TO IMPLEMENT BUS RAPID**

**TRANSIT SYSTEM (BRTS) IN VIJAYAWAWA**

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**ANNEXURES**

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**MAPS**

# **VIJAYAWADA MUNICIPAL CORPORATION**

## **LETTER OF INVITATION (LOI)**

**Ref: - Proposal for Consulting Services for “preparation of Detailed Project Report on the BRTS, monitoring of the project implementation including selection of executing agency and preparation of traffic management systems for BRTS.” Letter of Invitation (LOI)**

### **1. INTRODUCTION**

- 1.1 Vijayawada Municipal Corporation, having one million population has been located on the banks of river Krishna in Andhra Pradesh. At present civic authorities are monitoring the civic services in the city spreading in 58 sq km area. Two national high ways i.e. NH-5 and NH-9 are passing through the city. The increased traffic, in sufficient carriageways, indiscriminate pedestrians crossing of the road, leads to the accidents. Three canals and one rivulet are passing through the city besides the Krishna River. Some of the roads are insufficient width some of the roads are insufficient capacity to take the increased traffic demand. There fore the VMC is striving for the improvement of road conditions road safety. In this endeavor the Municipal Corporation proposes to augment the existing public transport services, road conditions and road safety.
- 1.2 The existing public transport system also requires improvements to offer better service to the public. To achieve this objective Vijayawada Municipal Corporation (VMC) had proposed Bus rapid transit system corridors in the city. Six BRTS corridors had been emerged as feasible and economically viable option after carrying out various studies & surveys under city traffic and transportation surveys one loop corridor in the city covering all the commercial centres, business establishments, educational institutions. The proposed corridor is a high-density corridor with large passenger demand. The Jawaharlal Nehru National Urban Renewal Mission (JNNURM) Government of India, New Delhi for a length of 15.50 KM, had approved the proposals. There fore VMC is intended to implement the project with financial assistance of the JNNURM and the VMC funds. You are hereby invited to submit a technical and financial proposal for consulting services required for the

Assignment named in the attached Data Sheet (referred to as "Data Sheet"). Your proposal could form the basis for future negotiations and, ultimately, a contract between your firm and the Client named in the Data Sheet.

- 1.3 A brief description of the Assignment and its objectives are given in the Data Sheet.
  - 1.4 The Client will receive funds from the National Urban Renewal Mission in Indian currencies towards the cost of Assignment and intends to apply the proceeds of this grant to eligible payments under the contract for which this LOI is issued.
  - 1.5 The Client will provide the inputs specified in the Data Sheet and will assist the Consultants in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
  - 1.6 The Registered Consulting Private Firms, Government Firms, Engineering Colleges, can participate in this consultancy service. The interested organizations, who are having past experience in these consultancy Services and financial capability to undertake the job can obtain the details and the Request For Proposal (RFP) documents from the office of the Superintending Engineer, Municipal Corporation, Vijayawada, duly paying demand draft for an amount of Rs.5000/- (non refundable) drawn in favour of Commissioner Municipal Corporation, Vijayawada payable at any Nationalized banks in Vijayawada.
- Issue of Tender Schedules - 07-04-2007 to 30-04-2007.
  - Receipt of Bids - 02-05-2007 up to 3-00 P.M.
  - Opening of Bids - 02-05-2007 @ 4-00 P.M.

Further, the dates in the schedule have been extended as mentioned below.

- Issue of Bid Document - 10-05-2007 to 07-06-2007.
- Receipt of Bids - 11-06-2007 up to 3-00 P.M.
- Opening of Bids - 11-06-2007 @ 4-00 P.M.
- Pre-Bid Meeting - 25-05-2007 @ 4-00 P.M.
- Venue of the RFP Opening & Pre-Bid Meeting - Chamber of  
The Superintending Engineer,  
Municipal Corporation,  
Jawaharlal Nehru Buildings,  
Vijayawada.

If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. Commissioner, VMC has right to reject, cancel any or all Bids with out assigning any reasons thereof.

1.7 An invitation to submit proposals has been sent to the firms stated in the Data Sheet.

1.8 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

**2. CONFIRMATION OF RECEIPT**

2.1 We would appreciate you in informing us by telex/ facsimile that

- i) Your receipt of the letter of invitation.
- b) Whether you will submit a proposal or not.

**Sincerely,**

**SUPERINTENDING ENGINEER  
MUNICIPAL CORPORAITON  
VIJAYAWADA.  
PHONE NO.98665-14160,  
FAX NO.0866-2424338**

**Attachments:**

1. TOR
2. Appendix-1
3. Appendix-2
4. Draft Form of Contract.

## INSTRUCTIONS TO THE CONSULTANT (ITC)

### **A General**

#### **1 Scope of RFP**

- 1.1 Vijayawada Municipal Corporation, having one million populations has been located on the banks of river Krishna in Andhra Pradesh. At present civic authorities are maintaining the internal roads, bridges, footbridges etc., spreading in 58 sq km area. Two national high ways i.e. NH-5 and NH-9 are passing through the city. Three canals and one rivulet are passing through the city besides the Krishna River.
- 1.2 A pilot corridor for a length of 15.50 KM had been sanctioned as Bus Rapid Transit System (BRTS) in Vijayawada by the JNNURM, Government of India. The proposed corridor is a loop corridor connecting city bus station to Benz circle, Ramavarapadu Ring, Eluru road, Saynarayana Puram Railway track Road, Railway Station etc.
- 1.3 . In this connection the Municipal Corporation proposes to provide BRTS corridor in the proposed loop corridor for a length of 15.50 KM duly modifying the existing right way .the aim of the project is to provide dedicated service line to the bus to improve bus efficiency and to promote public transport services and improve the existing system.
- 1.4 There fore VMC is intended to appoint a Project Monitoring Group (PMG) to implement the said proposal in efficient and effective way. Hence you are hereby invited to submit a technical and financial proposal for consulting services required for the Assignment named in the attached Data Sheet (referred to as "Data Sheet"). Your proposal could form the basis for future negotiations and, ultimately, a contract between your firm and the Client named in the Data Sheet.

- 1.5 The scope of work includes the study of the existing system of services, present facilities, restructuring and increasing the effectiveness of the existing facilities. The work should also cover proposals for full-scale utilization of the under-utilized facilities besides preparing a plan for meeting all present and future requirements to cover the city in an integrated manner, taking into account the requisite population projections.
- 1.6 The Consultant shall be required to study the details of the document and indicate a Contract Price for preparation of detailed Project report on roads and bridges in VMC. The Contract Price shall comprise
  - 1.6.1 The Contract Price include the Consultancy charges for preparation of detailed investigation report including surveying, designing, estimating and preparation of detailed project reports, surveys, preparation of financial options, preparation of bidding documents, selection of executing agency, monitoring of the execution, commissioning, preparation of traffic management plan, monitoring of the Operation & Maintenance activities. The study includes feasibility and sub soil investigations and your establishment charges overheads, taxes, service taxes etc., (to include establishment and staff costs). This includes the all transportation costs, communication, sub soil investigations, collection of data, cost of soft wares etc.
- 1.7 The Consultant shall submit the details and specifications after getting Work order conjunction. The Consultant shall be wholly responsible for all the details of the RFP, the physical and site conditions, the Consultancy methodology, etc.
- 1.8 It is expected from the Consultant, that studies the sites of proposed transportation facilities. The Consultant shall then design all the woks and units as per prevailing relevant IS codes, Manuals, IRC, MORTH specifications etc. If the Consultant finds any ambiguity, inconsistency, inadequacy or anomaly in the specifications and details furnished, the Consultant shall raise such matter in writing.

- 1.9 The sum and substance of the RFP shall be owned by the VMC, after the RFP is submitted. The Consultant shall feed the data to the VMC, which forms the basis of the RFP and no claims shall lie on the basis of the veracity of the specifications in the RFP Documents. The Consultant's responsibility with regard to verification of physical details of RFP.
- 1.10 You are hereby invited to submit a technical and financial proposal for consulting services required for the Assignment named in the attached Data Sheet (referred to as "Data Sheet"). Your proposal could form the basis for future negotiations and ultimately, a contract between your firm and the Client named in the Data Sheet.
- 1.11 A brief description of the Assignment and its objectives are given in the Data Sheet.
- 1.12 The assignment will be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase will be subject to satisfactory performance of the previous phases as determined by the Client.
- 1.13 The Client will receive the fund from the National Urban Renewal Mission in Indian currencies towards the cost of Assignment and intends to apply the proceeds of this Loan (Credit) to eligible payments under the contract for which this LOI is issued.
- 1.14 To obtain first-hand information on the Assignment and the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative must meet the officials of VMC. Please ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

- 1.15 The Client will provide the inputs specified in the Data Sheet and will assist the Consultants in obtaining licences and permits needed to carry out the services and make available relevant project data and reports.
- 1.16 We wish to remind you that in order to avoid conflict of interest situation: (i) any firm providing goods, works or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services resulting from or associated with the project of which this Assignment forms a part (other than the services and any continuation thereof); and (ii) any previous or ongoing participation with the project under a contract with the National Urban Renewal Mission of your firm, its professional staff, its affiliates or associates may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing your proposal.

## **2. Eligibility & Qualification**

- 2.1 This Invitation for RFP, issued by the Commissioner, Vijayawada Municipal Corporation (The VMC), is open to all, firms, Engineering Colleges; Consultancy Services are eligible to offer services.
- 2.2 Government-owned enterprises in the country may only participate on their own or as members of a consortium if they are legally and financially autonomous, operate under commercial law and not dependent agencies of the Government.
- 2.3 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Competent Authority in the VMC and in accordance with ITC.

## **3 COST OF PREPARATION OF RFP**

- 3.1 Each Consultant shall submit only one RFP. A Consultant who submits or participates in more than one RFP (other than as a sub contractor or in cases of alternatives that have been permitted or requested) will cause all the RFP with the Consultant's participation to be disqualified.

- 3.2 The Consultant shall bear all costs associated with the preparation and submission of its RFP, and the VMC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the RFP process.
- 3.3 VMC in no case be responsible or liable for reimbursement of such expenses regarding loss of the conduct or out come of the entire selection process.

#### **4 Site Visit**

- 4.1 The Consultant, at the Consultant's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the RFP and entering into a Contract for Consultancy. The Consultant shall be deemed to have inspected and examined the Site and its surroundings and information available in connection there with and to have satisfied himself before submitting his RFP.

***The cost of visiting the site shall be at the Consultant's own expense***

#### **5 Amendment of RFP Documents**

- 5.1 At any time prior to the deadline for submission of RFP, the VMC may, for any reason, whether at its own initiative, or in response to a clarification requested by the prospective Consultant, amend the RFP Documents.
- 5.2 The amendment will be notified in writing or by cable to all prospective Consultants that have received the RFP Documents and will be binding on them. Consultants are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the Consultant in its RFP will take the information contained there into the account.
- 5.3 On order to afford prospective Consultants reasonable time to take the amendment into account in preparing their RFP, the VMC may, at its discretion, extend the deadline for the submission of RFP.

**6. DOCUMENTS**

- 6.1 To enable you to prepare a proposal, please find and use the attached documents listed in the Data Sheet.
- 6.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, before the proposal submission date as mentioned in the LOI. Any request for clarification in writing, by cable, telex or Tele fax must be sent to the Client's address indicated in the Data Sheet. The client will respond by cable, telex or Tele fax to such requests and copies of the response will be sent to all invited Consultants.
- 6.3 At any time before the submission of proposals, the Client may, for any reason, whether at his own initiative or in response to a clarification requested by an invited consulting firm modify the Documents by amendment. The amendment will be notified in writing or by cable, e-mail, telex, or Tele fax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

**7. PREPARATION OF PROPOSAL**

- 7.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in the language specified in the Data Sheet.

**Technical Proposal**

- 7.2 You are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will at your own risk and may result in rejection of your proposal.

- 7.3 During preparation of the technical proposal, you must give particular attention to the following:
- i) If you consider that your firm does not have all the expertise for the Assignment, you may have joint venture with other firms or entities, including the firms invited for this Assignment and/or local consultants, subject to restrictions specified in the Data Sheet, to enable a full range of expertise to be presented.
  - ii) Sub-contracting part of the Assignment to local Consultants is considered desirable; a Sub-consultant may participate in several proposals subject to limitations in the Data Sheet.
  - iv) The majority of the key professional staff proposed must be permanent employees of the firm, unless otherwise indicated in the Data Sheet.
  - v) No alternative to key professional staff may be proposed and only one C.V. may be submitted for each position and
  - vii) A good working knowledge of the Language specified in the Data Sheet is essential for key professional staff on this Assignment. Study reports must be in the Language(s) specified in the Data Sheet.
- 7.4 Your technical proposal must provide the following information, using, but not limited to the formats attached in the Appendix-1.
- i) A brief description of the Consultant's organisation and an outline of recent experience on assignments of a similar nature. The information you will provide on each assignment should indicate, inter-alia the profiles of the staff provided, duration, contract amount and firm involvement.
  - ii) Any comments or suggestions on the TORs, and a description of the methodology (work-plan) which the consultant propose to execute the services illustrated with bar charts of activities, Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type graphics:
  - iii) The composition of the proposed staff team, the tasks would be assigned to each and their timing:

- iv) Curricula Vitae (CV) recently signed by the proposed key professional staff or an authorised manager in the home office. Key information should include years with the firm, and degree of responsibility held in various assignments during the last ten years:
  - v) Estimates of the total time effort (person x months) provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and:
  - vi) The consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
  - vii) The consultant should furnish the client list and your achievements; his includes the success stories of the clients and your contribution to particular activity of work.
  - viii) The consultant should furnish the details of the business models and the best practices devised to your clients and their impacts.
- 7.5 The technical proposal must not include any financial information.
- 7.6 The consultant should submit the satisfactory completion certificate for each assignment carried out by consultant with signature of the competent authority of the client.
- 7.7 The consultant should furnish the list of on going assignments.
- 7.8 The consultant has liberty to submit the technical proposals and the methodology duly incorporating your proposals as maximum as possible and it should not be limited to the formats attached in the APPENDEX and TOR .

**Financial Proposal**

- 7.9 The financial proposal should list the costs associated with the Assignment. These normally cover: remuneration for staff (foreign and local, in the field and headquarters), accommodation (housing), transportation (international and local, for mobilisation and demobilisation), and equipment (vehicles, office equipment, furniture, and supplies), printing of documents, surveys, procurement of software, hardware etc.,. Your financial proposal should be prepared using, but not limited to the formats attached in Appendix-2.

- 7.10 The financial proposals must take into account the tax liability, duties, VAT, service tax, income tax, other revenant taxes and cost of insurance's specified in the Data Sheet.
- 7.11 Costs may be expressed in Indian rupees only.
- 7.12 Deadline for Submission of RFP
- 7.10.1 First Stage RFP must be received by the VMC not later than the time and date specified in the Letter of Invitation, and at the address given therein. Late RFP will be rejected.

## **8 SUBMISSION OF PROPOSALS**

- 8.1 You must submit one original proposal and a number of copies indicated in the Data Sheet. Each proposal will be sealed in outer envelope, which will bear the address and information indicated in the Data Sheet. The envelope must be clearly marked:

**“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION  
COMMITTEE”.**

This outer envelope will include two separate envelopes; one clearly marked "Technical Proposal" and the other clearly marked "Financial Proposal".

The technical and financial proposal must be prepared in indelible ink and must be signed by the authorised representative of the consultants. The letter of authorisation must be confirmed by a written power of attorney accompanying the proposals. The person or persons signing the proposal must sign all pages of the technical proposal.

- 8.2 The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the consultant themselves, in which case such corrections must be initialled by the person or persons signing the proposal.
- 8.3 Your completed technical and financial proposal must be delivered on or before the time and data stated in the Data Sheet.
- 8.4 Your proposal must be valid for the number of days stated in the ITC from the date of submission during which you must maintain available the professional staff proposed for the Assignment. The Client will make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

- 8.5 The VMC will examine the RFP to determine whether they are complete, whether the documents have been properly signed and whether the RFP are generally in order. Any RFP found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the RFP Documents will be rejected by the VMC and not included for further consideration.

## **9 RFP Currencies**

- 9.1 Prices shall be quoted in Indian Rupees only for all items of work.

## **10 Period of Validity of RFP.**

- 10.1 RFP shall remain valid and open for acceptance for a period of 180 days after the date of RFP opening.
- 10.2 In exceptional circumstances, prior to expiry of the original RFP validity period, the Employer may request the Consultant for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by cable. A Consultant may refuse the request without forfeiting his RFP security. A Consultant agreeing to the request will not be permitted to modify his RFP, but will be required to extend the validity of his RFP correspondingly.
- 10.3 The RFP must be received by the VMC at the address specified in the RFP document not later than the time and date stated in the invitation.
- 10.4 The VMC may, at its discretion, extend this deadline for submission of RFP by amending the RFP documents in accordance with ITC Clause in which case all rights and obligations of the VMC and Consultants will thereafter be subject to the deadline as extended.

## **11.0 Duration of the Study**

The duration of the study is 18 months including monitoring of the execution activities and commissioning of the BRTS corridor.

## **LATE SUBMISSION OF RFP**

- 12.1 Any RFP received by the VMC after the deadline for submission of RFP prescribed by the VMC, will be rejected and returned unopened to the Consultant.
- 12.0 VMC's Right to Accept and to Reject RFP.
- 12.1 The VMC reserves the right to accept or reject any RFP, and to annul the RFP process. It also here right to reject all RFPs at any time prior to award of contract, without thereby incurring any liability to the affected Consultant or Consultants or any obligation to inform the affected Consultant or Consultants of grounds for the VMC's action.

## **14. PROPOSAL EVALUATION**

- 14.1 Selection will be based on the Quality and Cost Based Selection (QCBS) format. In the selection of Consultant, VMC will give due weightage to the technical capability and financial standings of the firm/ individuals.
- 14.2 Single stag procedure will be adopted in evaluating the proposals1) technical evaluation, which will be carried out simultaneously with the financial proposal 2) financial evaluation Firms will be ranked using a combined technical and financial score, as indicated below:

### **Technical Proposal**

- 14.3 The evaluation committee appointed by the Client will carry out its technical evaluation applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be attributed a technical score (St.)

### **Financial Proposal**

- 14.4 The evaluation committee will carry out its financial evaluation applying the evaluation criteria and points system specified in the data sheet. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of the proposals will be computed on relative ranking method.

14.5 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the “Data Sheet”  $S = St \times T\% + Sf \times F\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

**15. NEGOTIATIONS**

15.1 Prior to the expiration period of the proposal validity, the Client will notify the successful Consultant who submitted the highest scoring proposal in writing by registered letter, cable, telex or facsimile and invite to negotiate a contract.

15.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

15.3 Negotiations will commence with a discussion of your technical proposal; the proposed methodology (work plan), staffing and suggestions you may have made to improve the TOR. Agreement must then be reached on the final TOR, the staffing and bar charts, which will indicate activities, staff, and periods

15.4 in the field and in the home office, staff months, logistics and reporting. Special attention will be paid to optimise the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

15.5 Changes agreed upon will then be reflected in the financial proposal, using proposed unit rates (no negotiation of the unit rates, including the man months rates).

15.6 Having selected consultant, among other things, on the basis of an evaluation of the proposed key professional staff, the Client expects to negotiate a contract on the basis of this staff named in the proposals and, prior to contract negotiations, will require assurances that this staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date of incapacity of key professional staff for reasons of health.

15.7 The negotiations will be concluded with a review of the draft form of Contract. The Client and the consultant will finalize the contract to conclude negotiations.

## **16 PERFORMANCE SECURITY**

- 16.1 Within fifteen (15) days of the receipt of the notification of award, the successful Consultant shall furnish a performance security. The amount for performance security will be paid at 5% of Agreement Value in the form of Bank Guarantee or Demand Draft payable at any nationalised schedule bank drawn in favour of Commissioner, Municipal Corporation, Vijayawada. *The Performance Security of a consortium shall be in the name of the Lead Consultant.*
- 16.2 Failure of the successful Consultant to comply with the requirements of VMC shall constitute sufficient grounds for the annulment of the award and forfeiture of the RFP security, in which event the VMC may make the award to the next lowest evaluated Consultant or call for new RFP.

## **17.0 NOTIFICATION OF AWARD**

The contract will be awarded after successful Negotiations with the successful Consultant. If negotiations fail, the Client will invite the Consultant having obtained the second highest score to contract negotiations. Upon successful completion, the client will promptly inform the other consultant that their proposals have not been retained and return their financial proposals unopened.

1. The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
2. Prior to the expiration of the period of RFP validity, the VMC will notify the successful Consultant in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its Second Stage RFP has been accepted.
3. The notification of award will constitute the formation of the contract, subject to the furnishing of a performance security in accordance with the provisions of financial conditions.

## **18.0 SIGNING OF CONTRACT AGREEMENT**

- 18.1 AT the same time as the VMC notifies the successful Consultant has been accepted the VMC will send the Consultant the Contract Agreement provided in the RFP documents, incorporating all agreements between the parties.

**18.2** Within fifteen (15) days of receipt of the Contract Agreement, the successful Consultant shall sign consist of the following parts:

1. The Agreement Form;
2. The General Conditions of Contract: which set forth the relationship between the VMC and Contractor, their duties and responsibilities and the precedence relationship between parts of the Contract;
3. The terms of the reference of Consultancy: which sets out the Scope of Service under the Consultancy, the payment terms,
4. The schedules to the Consultancy: these details out the performance specifications and procedures.
5. The Programme Schedule in the form of PERT / Bar Charts.

**19.0 Submission of Reports.**

Consultant has to submit five sets detailed project reports comprising the findings on the various studies, structural designs, drawings, Investigation reports and all necessary inputs with colour prints and graphs with three soft copy on CDs.

**20.0 CORRUPT OR FRAUDULENT PRACTICES**

20.1 The VMC reserves the right to declare a firm ineligible, either indefinitely or for a Stated period of time, to be awarded the said contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in Executing, any other Contract financed by a Competent Authority. In pursuance of this policy, the VMC defines, for the purpose of this provision, the terms set forth below as follows:

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the VMC, and includes collusive practice among Consultants (prior to or after RFP submission) designed to establish RFP prices at artificial non-competitive levels and to deprive the VMC of the benefits of free and open competition.

**21.0 Purview of the Contract:**

All the transactions pertaining to this contract will be falls under the purview of APDSS, Departmental codes, Municipal act, Government G.O.’s, Manuals, IS codes and all relevant guidelines.

## DATA SHEET

Proposal for Consulting Services for “**Preparation of Detailed Project Report on the BRTS, monitoring of the project implementation including selection of executing agency and preparation of traffic management systems for BRTS.**”

*The name of the Client is VIJAYAWADA MUNICIPAL CORPORATION.*

- 1.17 Vijayawada Municipal Corporation, having one million populations has been located on the banks of river Krishna in Andhra Pradesh. At present civic authorities are maintaining the internal roads, bridges, footbridges etc., spreading in 58 sq km area. Two national high ways i.e. NH-5 and NH-9 are passing through the city. Three canals and one rivulet are passing through the city besides the Krishna River.
- 1.18 A pilot corridor for a length of 15.50 KM had been sanctioned as Bus Rapid Transit System (BRTS) in Vijayawada by the JNNURM, Government of India. The proposed corridor is a loop corridor connecting city bus station to Benz circle, Ramavarapadu Ring, Eluru road, Saynarayana Puram Railway track Road, Railway Station etc.
- 1.19 . In this connection the Municipal Corporation proposes to provide BRTS corridor in the proposed loop corridor for a length of 15.50 KM duly modifying the existing right of way .the aim of the project is to provide dedicated service lane to the bus to improve bus efficiency and to promote public transport services and improve the existing system.
- 1.20 There fore VMC is intended to appoint a Project Monitoring Group (PMG) to implement the said proposal in efficient and effective way to achieve the following objectives

The objectives are:

To promote public transport in the city

- i. To develop road infrastructure to suit BRTS corridors
- ii. To utilize the existing resources in optimum way to implement the BRTS
- iii. To integrate the bus routes with other transport modes such as railways, Air Ports etc.
- iv. To improve the road network system within the city in order to provide smooth traffic flow.
- v. To study the junctions and major road intersections and indicate necessary modifications for smooth traffic flow.
- vi. To propose bridges, fly-overs across the canals, rivulets,
- vii. To create various zones based on the land use patterns along the corridor
- viii. To develop designs strategies for the proposed roads.
- ix. To locate pedestrian's sub-ways, parking lots, foot paths, footbridges, controlled intersections, bus bays etc.
- x. To prepare commercial models for various proposals.
- xi. To prepare designs, bill of quantities etc., for the proposals.
- xii. To prepare tender documents for selection of bidders
- xiii. To prepare agreements for the selected bidders.
- xiv. To monitor the execution of the works
- xv. To monitor quality of the works
- xvi. To monitor progress of the works
- xvii. To prepare traffic management plan
- xviii. To prepare progress reports
- xix. To impart training to the VMC staff.
- xx. To prepare O&M plan and monitoring of the O&M activities for a period of two years after commissioning.

2. The production of sound final detailed design calculations with full backup data, final detail and design drawings, detailed takeoff quantities with full item-wise description, cost estimates with detailed specifications, detailed rate analysis with details of each item for the rates adopted with supporting three quotations for market rates and with data prepared thereon in arriving the said rates for each item for all the works, identified in the conceptual design report. The cost estimates should be as per the market rates as per the current SSRs.
3. Production of overall system maps, site drawings, key drawings etc.;
4. Assessment and reporting on the project financing (investments & O&M).
5. The successful consultant should carry out his work in a professional and scientific manner and create a database after conducting necessary Field Survey, Topography Survey, Geological Survey, Hydrological Survey, Metrological Survey and other required Surveys and Investigations. The Detailed Engineering, preparation of the Designs, Drawings, Estimations, Specifications, Rates, Quantity survey etc has to be done using state-of-the-art latest techniques, modern tools and latest software versions.
6. The services include the evaluation of the capital investments, O&M costs, cash flow etc. The consultant has to suggest VMC for implementation of Private Sector Participation (PSP) in this field. The investment decisions and the financing aspects should be reflected in the Report.
- 7 Phasing of Assignment if any : Only one (1) phase.
- 8 Pre-proposal conference : 28-05-2007 in the chamber of the  
Superintending Engineer at 4.00 PM
- 9 The Client will provide the following inputs:  
Will provide access to the Consultant through out the period for reference all available records and data in their possession to assist the Consultant in the execution of their job. VMC will also assist the consultants in meeting the concern staff members of the VMC and support the consultant to get the approvals, licenses, clearances if any required.

- 10 The documents enclosed are:
- i. Appendix-1 Formats for Technical Proposal;
  - ii. Appendix-2 Formats for Financial Proposal;
  - iii. Terms of Reference
  - iv. Contract Draft Form of Contract
- 11 The Language is: English
- 12 Limitations to joint ventures or sub-contracts are: Joint Ventures between firms on the shortlist are not permitted except with the prior approval of Superintending Engineer Municipal Corporation, Vijayawada, and AP, INDIA. The request for a joint venture should be accompanied with full details of the proposed association.
- 13 Majority of key proposed staff to be permanent employees of the Consultant:
- 14 Working knowledge is required in the following language: English, Telugu
- 15 Reports must be written in the following language(s): English
- 16 Tax liability, insurance, and description of reference of Documents; Will be applicable as per the prevailing conditions from the consultant and
- 17 The number of copies of the proposal is/are: Only one. (1).
- 18 **The address and information are:**
- The Superintending Engineer,  
Municipal Corporation,  
Jawaharlal Nehru Buildings,  
Vijayawada, A.P., India.  
Phone No.98665-14160  
Fax No.0866-2424338
- 19 The date and time of proposal submission are AS PER THE LOI
- 20 Validity period (days, date): 180 days from the date of opening.
- 21 **Taxes:** VMC will recover necessary taxes such as Service Tax, Income Tax, Value Added Tax (VAT), Sales Tax etc., as per prevailing laws and G.O.s.
- 22 The points considered in evaluation criteria are as follows:
1. Specific Experience of the firm related to the Assignment.
  2. Adequacy of the proposal work plan and Methodology in responding to the TOR
  3. Qualifications and Competence of key staff for the Assignment.

- 23 While evaluating the qualification and key staff the following points will be Observed

<b>Sl. No.</b>	<b>Evaluation person</b>
A	<i>General Qualification.</i>
B	Experience in the project.
C	Professional Excellency.
D	Age for Team Leader.
E	Composition of the team.

- 3.8 While evaluating the technical performance of the consultant and to award the marks as mentioned above, the following parameters will be considered.
- 3.8.1 Experience in Similar Projects, Major Assignments, Efficient and Comprehensive Data Collection, Planning, Survey, Designing of Schemes, Computer Hardware & Software, Infrastructure etc., for experience in BRTS sector.
- 3.8.2 Study of Revenue Streams, Development of Business Models will be considered as experience for similar areas.
- 3.8.3 Financial Turnovers, Understanding of TOR, Quality of Methodology, Work Programme, Other Factors, Relevant Comments on TOR, Coverage of TOR, Approach to Assignments, Innovativeness, Organization, Staffing Activities Schedules, Duration, Input Staff Months, Home Office Support, Presentation Preparations, Usage of Modern Tools and Techniques, Professional Approach, Proposal for Setting up of Local Office, Usage of Software Packages etc., will be considered under the work plan and methodology.
- 3.8.4 Education, Experience, Professional Excellency, Publications, Composition of the Team, Age, Key Staff Patterns etc., will be considered while rating the competency of key staff for this assignment.
- 3.8.5 Experience of the bidders in monitoring of the road projects, quality assurance in the projects, reporting systems etc has been given due weightage while awarding the marks.

**3.9** The currency is: **Indian Rupees only**

**3.10** VMC will give weightage to both technical financial capabilities of the bidder

**3.13** Commencement of Assignment location: VIJAYAWADA MUNICIPAL CORPORATION AREA.

**Attachments:**

2. TORs
2. Appendix-1
3. Appendix-2
5. Draft Form of Contract.
6. General Conditions of Contract.
7. Special Conditions of Contract.

## TERMS OF REFERENCE (TOR)

**TERMS OF REFERENCE (TOR) for Consulting Services towards “Preparation of Detailed Project Report on the BRTS, monitoring of the project implementation including selection of executing agency and preparation of traffic management systems for BRTS.” Letter of Invitation (LOI)**

**BRTS Project Monitoring Group (PMG) TOR**

**Preparation of the detailed project report**

### **INTRODUCTION:**

Vijayawada the third largest city in Andhra Pradesh is located on the banks of Krishna River, and is bounded by the Indrakiladri hills on the West and the Budameru River on the North, situated along the Chennai – Howrah and Chennai – Delhi rail route, this is the largest railway junction of the South Central Railway. The city forms a part of the Krishna district, and is spread over an area of 58 Sq.Kms. (Urban area), with a population of 10 Lakhs (2005).

### **Existing Scenario:**

Vijayawada city is stretching day by day due to its increased population and commercial activities. The new human settlements are coming up in the city at the outskirts and along the two high ways i.e. NH-5 and NH-9. In this connection civic authorities are forced to provide the roads in the streets. Accordingly traffic in existing roads have been increased and hampering smooth flow. Some of the roads are not having sufficient width to accommodate the traffic, some roads are not properly surfaced, some roads are not formed. To relieve from the traffic congestion several alternative proposals have be evaluated and worked for implementation. In this connection traffic survey has been conducted in the prime streets to evaluate the traffic parameters such as traffic volume, traffic density, origin and destination patterns, traffic speed, composites of traffic etc., beside field investigation of pavement, structure, CBR value of sub soil, ground water table etc. After detailed field analysis some roads have been identified for immediate action for implementation.

The type of pavement has been decided based on the field investigation analysis and accordingly cement concrete roads and Bituminous top roads are to be proposed.

Two high ways are passing through the city causing heavy conjunction of traffic accidents, delay in travelling time etc., to the road users. There are three canals and one rivulet passing through the city. In this connection, the road users have to take long routes to cross the canals and to reach the central business district. Some of the routes are not properly aligned and some of the routes are not having parallel routes. With this type of road patterns there is heavy traffic congestion and pollution. So many link roads required in the city for reducing the traffic easy access to central areas, national highways, social development, increasing land values etc. Necessary provisions are also to be provided for pedestrians for safe crossing of the roads.

#### **BRIDGES AND FLY OVERS:**

3 Irrigation Canals and 1 Budameru are passing through the city causing interruption to the traffic in straight reaches. In some Colonies such as Madhura Nagar, Rama Krishna Puram etc., people are taking long path to cross the canals to reach the central business district, which increases travelling time and traffic congestion. To avoid above problems some of the bridges are to be identified within the city limits.

#### **BACKGROUND INFORMATION OF THE PROJECT**

Vijayawada is uniquely placed to address the growing transportation needs and also has a keen desire to provide positive public transportation to its citizens by way of proposing to build a viable Bus Rapid Transit System (BRTS). The City has the required right-of-way in most sections of the proposed corridors while other portions can become available to plan, design, and deploy a user-friendly BRTS that has immense potential to increase ridership on the public transportation system including the provision for the physically handicapped. BRTS is a viable option in Vijayawada because the City has been experiencing rapid growth which implies increasing number of vehicles on the road with a large share of privately-owned vehicles. The need exists to improve public transportation through a viable system such as BRTS that has found much success across the world.

Based on a comprehensive evaluation of the roadway, traffic and ridership characteristics, the following corridors have been identified as the priority for the city:

- 1) **Green Corridor:** Goods shed road, C.K. Road, part of Eluru Road, via Ramavarappadu part of NH5, M.G. Road via bus terminal. (15.50km)
- 2) **Blue Corridor** i.e. Nujiveedu Road: Vijayawada Bus Terminal to Payakapuram-Nunna (12km)
- 3) **Red Corridor** i.e. Part of Eluru road. (4.6 km)
- 4) **Yellow Corridor** i.e. Route No.5 Bus Stand to JRD Tata Industrial Estate (6.15 km)
- 5) **Brown Corridor** i.e. Loop Road: Police Control Room to Pandit Nehru Central Bus Station (2.62 km)
- 6) **Orange Corridor:** Part of M.G. Road. (4.5 km)

Based on the collected travel data, the information was converted to passenger car units (PCUs). By multiplying the PCUs with auto occupancy, the Peak Hour Per Direction Trips (PHPDT) for the six corridors were arrived at. The PHPDTs for the Green, Blue, Orange, Red, Yellow and Brown corridors are 4250, 4400, 3950, 5100, 3450 and 3900 respectively.

Based on a detailed review of current lane geometries, the City's plans for creating or improving new and existing roadway infrastructure, the current and expected ridership, the safety considerations including accident history, the current and historic multi-modal transport system, and the invaluable input including the vision and desires of City Administration, the APSRTC, and local law enforcement, i.e., the Police, a comprehensive strategy has been worked out to maximize the use of currently available infrastructure yet to prepare to meet future transportation needs of the community. The suggested corridors cross-sections contained in this document are reflective of a synthesis of ideas, thoughts, and process formulation toward building a viable and effective BRT system in the City. Field investigations show that most segments of all corridors had overall widths of 30 to 60 meters though a few sections were in the teens and other just over 30 meters. Along specific corridors, the City has plans to allocate additional land to roadway infrastructure with a specific intent to pursue the incorporation of BRTS.

The fundamental principle to designing a good BRT system requires several features including appropriate striping and signage on the pavement with terminology such as 'BUS ONLY' and signposts warning of penalties as a part of the design and deployment strategy. The BRT lane should be of a distinguishing type i.e., a different color and/or texture, which will help regular traffic, distinguish the BRT lane from other travel paths. The BRT lane should be separated from travel lanes through a solid white line, and preferably, by flexible posts or delineators. Where the potential for frequent violations exists, the BRT lane should be separated from the regular lanes using 6" or higher curbs.

Riders who use the system on a regular basis can help policy makers decide on appropriate strategies to pursue various goals and objectives such as increasing transit ridership, making the bus ride a better experience, or possibly, investing monetary resources to expedite origin-destination travel times. It is reasonable to state that riders may quickly gravitate to a stable transit system such as the BRT. The proposed bus amenities include design considerations for platform, weather protection, rider amenities, Intelligent Transportation System technologies, Security, Art, Advertising, landscaping, accessibility, maintenance, and sustainability. Pavement design concepts are also presented here.

The City Administration has carefully considered six corridors as a part of the proposed BRT System. The city of Vijayawada has carefully reviewed the need for building an efficient BRTS that is operationally sustainable and financially viable.

VMC has submitted proposals for six corridors for a length of 45.5 Kms to the JNNURM Government of India, New Delhi, Urban Transport Directorate had appraised the proposal and suggested to go for pilot corridor for a length of 15.5 Kms. In this connection VMC modified the corridor and proposed a new corridor as a pilot corridor duly combining the prime areas of red and green corridors for length of 15.5 Kms. The proposed pilot corridor route is as follows.

City Bus terminal – Goods shed road – Railway Station – Eluru Locks – C.K.Reddy Road – abandoned Satyanarayanapuram Railway Track Road – Sangeetha Kalasala Junction – Padavalarevu Junction – Ramavarapadu Ring Junction – Ramesh Hospital Road Junction – Benz Circle – Bandar Road – Labbipet Junction – Sub Collector office Junction – Old Bus Stand – Police Control Room – City Bus Terminal.

The above proposals were sanctioned by the Central Sanctioning & Monitoring Committee (CSMC), JNNURM, Ministry of Urban Development, Government of India, New Delhi.

**Objective of the study:**

- 1) To promote public transport in the city
- 2) To develop road infrastructure to suit BRTS corridors
- 3) To utilize the existing resources in optimum way to implement the BRTS
- 4) To integrate the bus routes with other transport modes such as railways, Air Ports etc.
- 5) To improve the road network system within the city in order to provide smooth traffic flow.
- 6) To study the junctions and major road intersections and indicate necessary modifications for smooth traffic flow.
- 7) To propose bridges, fly-overs across the canals, rivulets, junctions.
- 8) To create various zones based on the land use patterns along the corridor
- 9) To develop designs strategies for the proposed roads.
- 10) To locate pedestrian's sub-ways, parking lots, foot paths, footbridges, controlled intersections, bus bays etc.
- 11) To prepare commercial models for various proposals.

- 12) To prepare designs, bill of quantities etc., for the proposals.
- 13) To prepare tender documents for selection of bidders.
- 14) To assist in the entire bid management process.
- 15) To prepare agreements for the selected bidder.
- 16) To monitor the execution of the works
- 17) To monitor quality of the works and act as a Third Party Quality Control Agent.
- 18) To monitor progress of the works and submit periodic reports.
- 19) To prepare traffic management plan for the BRTS Corridor and its link roads.
- 20) To prepare progress reports
- 21) To impart training to the VMC staff on the project implementation and monitoring.
- 22) To prepare O&M plan for the project.
- 23) To establish the techno – economic viability of developing the corridor and assess the feasibility for implementation under public private partnership format.
- 24) To explore the various options of project structuring and arrive at the most optimal and economically appropriate business model for the proposals.
- 25) To finalize the alignment of the road, width of the road, lanes of the road, keeping in view of the projected traffic volume and characteristics and the proposed land development strategy.
- 26) To demarcate the project influence area and develop a comprehensive planning scheme for regulating the development of the adjoining areas in the proposed roads with various guidelines.

- 27) To recommend an appropriate phasing for improvement of the proposed and existing Link Roads and other proposed structures.
- 28) To organize and conduct consultation with various stakeholders including government agencies, lorry / bus owners / operators associations, prospective developers and other project affected persons as may be required for developing the roads, fly-overs, bridges etc.
- 29) To assess the financial viability of the proposals depending upon the projected traffic volume and characteristics on a stand-alone basis and its attractiveness to the private sector.
- 30) To recommend appropriate strategies for improving the financial viability of the proposals.
- 31) To identify all the different revenue streams and indicates revenue projections with time lines.
- 32) To develop the commercial implementation framework for implementing the project under each option envisaged above and analyzes the merits and demerits of these options and recommendation for the most feasible options.
- 33) Any other activity as may be incidental and relevant to the above activities.
- 34) To study the existing linkage transport services – Public Transport, Railways, Private Vehicles, Airport Traffic etc., and suggest measures for enhancing and seamlessly linking their services with BRTS.
- 35) To identify sites and suggest steps for developing parking facilities.

## **Scope of work:**

### **The Scope of the Study of this assignment comprises the following:**

Bidder should prepared Detailed Project Reports duly taking into the account of the existing conditions of the road, traffic and pedestrian amenities. While preparing the estimates bidder should co-ordinate with the following departments.

- Railway
- State R&B Department
- National Highway Authorities of India (NHAI)
- Road Transport Corporation (RTC)
- Police
- Road Transport Authority (RTA)
- Irrigation Department etc.

The bidder should examine the existing features and propose BRTS corridors with suitable payments such as flexible / rigid / semi flexible. Bidder should prepare the detailed project report with the following item of works.

- Road infrastructure
- Physical integration of Railway platforms with BRTS corridor
- Foot over bridges / subways
- Junction improvements
- Bridges across canals
- Flyover bridges at necessary junctions
- Pedestrian tracks / cycle tracks etc.
- Parking lots
- Road furniture
- Street lighting
- Development of green belts and landscaping

**Review of the Earlier Studies:**

The Consultant shall review the earlier documents including the report on BRTS approved under JNNURM, CTTS, VMC Master Plan and reports of related studies. The Client would facilitate access to the above documents to the selected Consultant. The Consultant also reviews the master plan document and other documents available with VGTM-UDA, Vijayawada.

**Alignment Study:**

The selected Consultant shall be provided with the details of the proposed alignment and the status of land availability. The Consultant shall study the given alignment and recommend changes if any, if substantive benefits in terms of better geometric, avoidance of steep curves, reduction in costs or distance or time is possible. This study shall be taken in to the account of traffic projections and commercial viability before finalizing the alignment for the corridors in both the directions, new formations, bridges, fly-overs and other proposals. Based on the above and the discussions with the VMC, the Consultant shall prepare detailed strip plans showing all the features along the preferred alignment and the same has to be approved by the VMC

**Demarcation of Project Influence Area:**

Based on a detailed survey of the proposed alignment and the study of relevant plans, the Consultant shall demarcate the project influence area with regard to residential, commercial, institutional, recreational and industrial and other developments in the region. The criterion and models used shall also be elaborated. The Consultant shall forecast the scenario of population distribution, economic activity, employment and other developments and the resultant demand for land, built up space and infrastructure facilities within the project influence area, with specific reference to the areas adjoining the proposed BRTS corridor. The secondary road network in the influence area shall also be addressed.

**Parking Facilities:**

Bidder should identify the various sites all along the proposed corridor for setting up of parking lots. The location of the parking lots should be in such a way that it should be integrating with BRTS bus stations and other modes of transport. Bidder should explore various options i.e. BOOT / BOT / PPP / BOLT etc., for implementation of parking lots. The bidder also should identify the revenue generation through various ticketing systems for parking. The parking policy should be commercially attractive and peoples friendly.

**Linkages with other modes:**

Bidder should prepare a Detailed report on linkages with other modes of transport such as Railway, Airways, Waterways, Intercity bus service, other intra city bus services, motorized private vehicles, auto services, private operator services (School busses) etc. The bidder should prepare a traffic management report duly linking the BRTS services with the other modes of transport to improve flexibility of the public transport system. The linkage plan should give entire locations of linkage points with other modes and their cost estimates.

**Traffic Potential**

The Consultant shall assess the traffic generation / attraction potential on the proposed facilities based on current traffic scenario and with respect to various proposed developments on the project influence area for the next 20 years. Directional flow patterns of the projected traffic shall also be considered and their impact has to be reviewed based on the traffic projection indicated in the reports of CTTS AND BRTS.

**PLANNING & DESIGNING**

Bidder should plan for the entire BRTS corridor with their peripherals including traffic management, pedestrian safety, environmental pollution, economy, social development, land development etc. Bidder should emphasis on pedestrian safety and road safety aspects besides improving the efficiency of Bus Transport System. While planning bidder should give due concentration on passenger amenities, parking facilities, physical integration of other modes of transport, coordinating with feeder services, interlinking

with other major roads and arterial streets. Due priority should be given for safety of other model split and due respect for needs of commuters.

Bidder should design all the elements as per standard practice and on par with IS codes. The geometric designs of road, super elevations, lane demarcation, and road furniture should be cared properly in the design aspects. Preparation of structural designs for the bridges, flyovers, foot over bridges, sub ways and all concrete units should be done as per relevant IS Codes. The DPRs submitted by the consultant should be in a shape where it can be taken off the shelf and put to tender.

### **Phasing of the Project**

Based on the project components and the peripherals and land availability, the Consultant may recommend phasing of the project in terms of project configuration, stipulating warrants for capacity augmentation and other options.

### **Economic Viability:**

The economic analysis using proven methodologies as are generally adopted for projects of similar nature may be carried out. The economic benefits and cost streams shall be assessed for the project and the Economic Internal Rate of Return (EIRR), Net Present Value (NPV), employment potential of the Project, both in its implementation and O&M stage, savings in vehicle operating cost and times and other key economic impacts are to be ascertained.

### **Financial Viability:**

The Consultant shall explore the possibility of revenue generation form sale / lease of a strip of land on either side along the road through commercial development of land. In addition, ways and means of generating additional revenue including advertisement revenue, direct tolling, shadow tolling etc., shall be explored. The consultant shall also explore the option of imposition of a betterment levy on land transportation's within the project influence area, and its financial, legal and commercial implications.

The consultant shall assess the financial viability of the link roads (in terms of Financial Internal Rate of Return (FIRR), Debt Service Coverage Ratio (DSCR) etc., based on the estimated cost of project (at prevalent market rates), reasonable O&M expenses and the

estimated revenue streams from the project on a stand – alone basis. The phasing of the project as recommended by the consultant shall be taken into account while assessing the financial viability of the project.

The impact of other revenue augmentation avenues like provision of way side amenities, right of way charges and advertising rights may also be accounted for in the financial projections in realistic manner.

The Consultant shall also carry out suitable sensitivity analysis of different revenue streams to various factors.

**Strategy for Commercial Implementation of corridor and Fly-Over Bridges:**

Based on the project FIRR derived as above and the sensitivity analysis, the consultant shall determine whether the project is viable on a stand alone basis. If so, the consultant shall proceed ahead and evolve a detailed implementation strategy for selecting the private sector participant and other aspects for formalizing the public private partnership.

The Consultant shall assess the actual extent of land available for commercial exploitation / development out of the land acquired or being acquired after providing for the requirements of the rail / road and other junction improvements etc.,

The Consultant shall recommend alternatives to this strategy including offer of disjointed parcels of land within and outside the Project influence Area as may be required for improving the financial viability of the project subject to constraints of VMC.

Other options including contribution of the Government in terms of grant / subsidy, revenue guarantee model etc., shall also be explored so as to avoid / minimize offering of land as mentioned above, if that strategy would be beneficial to VMC.

The consultant shall then prepare a complete list of options or combinations thereof and list their individual merits and demerits. Thereafter the Consultant shall recommend the most preferred option for implementing the BRTS corridor with parking lots, foot over bridges,/sub ways, fly over bridges , bridges with the private sector participation.

**Land Use Planning in Project Influence Areas:**

As per the project essentially aims at opening the adjacent areas for development, it is imperative that this development happens in a planned manner. The consultant shall study and recommend suitable land use plans including earmarking areas for development

of new residential settlements with its attendant infrastructure provisions, industrial estates, and other activities, the plan recommended by the consultant may ultimately become the plan model for the project influence area.

**Stake – holder identification and Consultation:**

The consultant shall also, as part of this study, examine the potential stake holders of the project, including land owners, land developers, transporters, other service providers, financial institutions, project development agencies, industrialists and industry associations (both National and International) etc. For this purpose, the Consultant shall organize work shop(s) wherein the potential stakeholders shall be invited and their views and inputs regarding the development be solicited and considered.

**Estimation of costs:**

The consultant shall prepare detailed rate analysis and Schedule of Quantities to estimate the project cost with an accuracy of  $\pm 3\%$ . The cost shall include the impact of price and physical contingencies etc.

As far as possible, the new construction work shall be within the right of way identified / acquired, except for locations having inadequate width alignment corrections, improvement of intersections including provision of bridges, grade separators etc., are considered necessary and practicable and cost effective.

It is proposed to collect fees from the users on the improved facilities and therefore, the Consultant has to keep this important aspect in mind while carrying out the study.

The Consultant will also make suitable proposals for further widening of the roads etc., as required at the appropriate time to maintain the level of service over the design period. The studies for financing options like BOOT/BOT/ Annuity will be undertaken in Feasibility Study stage to work out an appropriate Business model for the project for the BRTS corridor.

**Quality Assurance Plan (QAP)**

The Consultants should have detailed Quality Assurance Plan (QAP) for all field studies including surveys, engineering surveys and investigations, design and documentation activities. The quality assurance plans / procedures for different field studies, engineering

surveys and investigation, design and documentation activities should be presented as separate sections like engineering surveys and investigations, traffic surveys, financial analysis, drawings and documentation, preparation, checking, approval and filing of calculations, identification and tractability of project documents etc. Further, additional information as per format shall be furnished regarding the details of personal who shall be responsible for carrying out / preparing and checking / verifying various activities forming part of detailed Draft QAP Document must be discussed and finalized with the concerned officers immediately upon the award of the Contract and submitted as part of the inception report.

It is imperative that the QAP is approved by VMC before the consultants start the field work.

### **Social Assessment**

The consultant would conduct base line socio-economic and census survey to assess the impacts on the people, properties and loss of livelihood. The socio-economic survey will establish the benchmark for monitoring of R&R activities.

A social assessment is conducted for the entire project to identify mechanisms to improve project designs to meet the needs of different stakeholders. A summary of stake holder's discussions, issue raised and how the project design was developed to meet stakeholders need would be prepared.

### **Estimation of Quantities and Project Costs.**

The Consultants shall prepare detailed estimates for quantities (considering designs and mass haul diagram) and project cost for the entire project (civil packages wise), including the cost of social safeguards proposed based on MORT&H's Standard Data Book and market rate inputs. The estimation of quantities shall be based on detailed design of various components of the projects. The estimation of quantities and costs would have to be worked out separately for each civil work Package and defined in this TOR.

The consultants shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location of plants and respective lead distances for

mechanized construction. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.

The project cost estimates so prepared are to be checked against rates for similar on-going works in VMC.

### **PREPARATION OF BILL OF QUANTITIES (BOQs)**

Bidder should prepare Bill of quantities (BOQs) for all the units as per current SSR and prevailing market rates. The estimates prepared by the bidder will be scrutinized by the VMC or by any consultant appointed by the VMC. Bidder should modify the estimate as directed by the VMC authorities and he submit final version of abstract estimates with supporting documents to the VMC for according technical sanction and permission for inviting tenders from the executive authority. While preparing the estimates bidder should propose best quality of materials for construction.

### **TENDER PROCESS**

Bidder should come up with feasible option of tender method such as BOOT / BOO / EPC / ANUITY / TURN KEY / BOLT / CONVENTIONAL. After careful examination of the various proposal raised by the bidder VMC will finalize the tender process. The tender process, conditions, documentation, eligibility criteria, securities, evaluation process should be within the framework of government orders, tender rules etc. The cost of advertisement for tenders will be beard by the VMC. All the tenders should be invited in the name of Commissioner on behalf of VMC.

Bidder should prepare tender schedules with all the tender conditions, forms and schedules including instructions to the tenderer. Tender schedule should be inline with standard formats and schedule should also be documented in legal angle. All the legal implications should also be taken into the account besides technical and financial conditions. Bidder should adopt pre-qualification process for selection of the bidders if required to identify the potential developer.

Bidder should organize pre-bid meeting at VMC office along with VMC officials and bidders to clarify the doubts raised by the applicants. The clarifications and decisions taken on the pre-bid meeting should be prepared and necessary amendments should be prepared and issued to the all the applicants. Tender should be received in the VMC

office and the VMC officials will open tenders. Bidder should prepare evaluation report for all the applicants and identify the responsive bidders. Then bidders should prepare evaluation report and recommend the L1 bidder. The selection of the bidder will be done in a professional manner and confidential way.

### **PREPARATION OF AGREEMENT**

The bidder should prepare agreement for all the executing agencies duly fixing the payment conditions and necessary tender conditions. Any lapses in the agreement including legal issues should be viewed seriously and the consultant is responsible. While preparing the agreement, agreement conditions and tender conditions and labour laws should be taken into the account. Bidder should also see that the successful executing agency should furnish necessary securities as mentioned in the tender to the VMC in appropriate form. In this connection bidder should carry out necessary correspondence with the executing agency and concerned officials for completion of the agreements. Bidder should obtain the necessary information from the executing agency including work Programme

### **MONITORING OF THE EXECUTION OF THE WORKS**

Bidder should engage engineers and diploma holders for monitoring the field activity. The team leader who will monitor the activities should have experience in relevant field for a period of not less than 10 years and he should have minimum graduation in Engineering. The field staff should monitor all the execution activities right from preparation of specifications to preparation of completion reports. The main activities of the executing team should be as follows.

- 1) Monitoring the quality of works
- 2) Preparation of plans, bar bending schedules
- 3) Assessment of damages and payments to the asset owners
- 4) Preparation of weekly, monthly, quarterly progress reports as per the requirements of the VMC
- 5) Preparation of the monthly quality control reports
- 6) Preparation of the work bills with measurements
- 7) Preparations of the deviation statements, work slips, revised estimates

- 8) Preparation of the completion plans, completion reports.
- 9) Field team should present at the site during execution of all the activities including concreting
- 10) Commissioning of the project
- 11) Preparation of manuals for further maintenance
- 12) Works are to be implemented duly coordinating with the other departments
- 13) The monitoring team members are responsible for quality aspects, durability and progress of the work.

#### **TRAINING & AWARENESS CAMPAIGNS:**

Bidder should take up the following activities to promote public transport and traffic safety.

Organizing workshops/symposiums/presentations/lectures on BRTS

- IEC Programme, awareness campaigns on public transport
- Training to the VMC staff on the BRTS systems
- Communication strategy – short films, hoardings, documents etc. The consultant will produce and market these materials.

#### **O&M STRATEGY AND OTHERS**

The bidder should prepare operation and maintenance schedules and prepare road map for the O&M activities. The bidder should also take up the following activities

- Potential for development of Parking facilities on PPP – leveraging existing assets for development of such facilities
- Linkages with all other modes of transport so as to ensure seamless integration with them. Facilities for parking of vehicles etc.
- The consultant will identify alternative revenue models for Operation and Maintenance (O&M) of the rolling stock.

The consultant shall explore options of integrating the BRTS service for the benefit of passengers using the Railways, and submit a report with alternatives. The VMC shall assist in arranging meetings with the Railway officials to facilitate this study.

VMC will take serious actions against the firm besides blacklisting and termination of the consultant if VMC finds any gross dereliction of duties, fraud, corrupt and fraudulent practices, not showing any integrity and causing any defame to the prestigious of VMC.

### **Economic Analysis**

The economic analysis covers but is not limited to the following aspects:

- Calculate VOC's for the existing road situation and those for the project;
- Quantify all economic benefits, including those from reduced congestion, travel distance, road maintenance cost savings and reduced incidence of road accidents: and,
- Estimate the economic internal rate of return (EIRR) for the project over a 30 year period. In calculating the EIRRs, identify the tradable and non-tradable components of project costs and the border price value of the tradable components.
- Saving in time value.
- Economic Internal Rate of Return (EIRR) and Net Present Value (NPV), "with" and "without time and accident savings" should be worked out based on these cost benefit stream. Furthermore, sensitivity of EIRR and NPV worked out for the different scenarios.

The consultants shall select the sensitivity scenarios taking into account possible construction delays, construction costs overrun, traffic volume, revenue shortfalls, operating costs, exchange rate variations, convertibility of foreign exchange, interest rate volatility, non compliance or default by contractors, political risks and force majeure.

### **Time period for the service**

Time period envisaged for the study of the projects is indicated as Eighteen months.

### **Project Team and Project Office of the Consultant**

The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of experts with relevant experts with relevant experience in the execution of similar detailed design assignments.

The consultants shall establish an office at the project site manned by senior personnel during the course of the surveys and investigations. The entire project related the consultant in their site office should carry out office work unless there are special reasons for carrying out part of the office work elsewhere for which prior approval of VMC shall be obtained. The address of the site office including the personnel manning it including their Telephone and Fax numbers will be intimated by the consultant to VMC before commencement of the services.

### **Interaction with VMC**

During entire period of services, the Consultant shall interact continuously with VMC and provide any clarification as regards methods being followed and carry out modification as suggested by VMC. A programme for various activities shall be provided to VMC and prior intimation shall be given to VMC regarding start of key activities such as boring, survey etc., so that inspection of VMC officials could be arranged in time. The VMC officers and others Government officers may visit the site at any time, individually, collectively to acquaint themselves with the field investigation and survey works. The Consultant shall be required to send 3 copies of concise monthly Progress Report by the 5<sup>th</sup> day of the following month the designated officer at his Head Quarter so that progress could be monitored. All equipment, software and books etc., required for satisfactory services for this project shall be obtained by Consultant at their own cost.

### **Data and Software.**

The floppy diskettes / CD's containing all basic as well as the processed data from all field studies and investigations, report appendices, annexure, documents and drawings shall be submitted to VMC at the time of the submission of the Final Report.

**Software:** The Consultant shall also hand – over to VMC floppies / CD's containing any general software including the financial model which has been specifically developed for the project.

The floppy diskettes / CD's should be properly indexed and a catalogue given contents of all floppies / CD's and print – outs of the contents (data from field studies topographic data and drawings) should be handed over to VMC at the time of submission of the Final Report.

**VMC shall hold sole rights over accessing Carbon Credits under the Clean Development Mechanism (CDM) of the Kyoto Protocol.**

**PUNISHMENTS & PENALTIES**

- The VMC should impose fines and penalties on the consultant appropriately if consultant failed to deliver the services properly and effectively.
- Bidder will be fined minimum of Rs.10,000/- for each deliverable report, if consultant not able to deliver the reports as per the schedule.
- Bidder will be fined minimum of Rs.25,000/- if VMC finds any fault in quality of work in addition to the fines imposed on the executing agency.
- VMC will fine Rs.10,000/- per person per month if VMC finds absentee of any team member during the process of monitoring the works.
- VMC imposes penalty on the consultant if the consultant failed to complete the work within the stipulated time. The penalty will be @ Rs.500/- per day beyond the agreement period in addition to the penalties imposed on the executing agency.
- VMC will levy fine at the discretion of the VMC if the consultant is unable to deliver the services in a professional manner and bringing the reports without scientific justifications and mathematical background.

**DATA.SERVICES AND FACILITIES TO BE PROVIDED BY VMC**

- 1) VMC has to provide to the consultant access to the records, maps, drawings, reports and other technical data in their possession to assist the consultant in the execution of the work. The consultant shall review the existing reports and data.
- 2) Information material borrowed by the consultant shall remain the property of VMC and shall be provided by VMC solely for the purpose of the work to be done under this TOR. All such borrowed material shall be returned to VMC. The consultant himself through field survey and investigation shall collect a part from data/information provided by VMC, any other data/information required for completion of the studies.

- 3) Except as noted in paras above, the consultant shall be solely responsible for the supply of all personnel and all materials, equipment, supplies, office accommodation, counterpart staff, office services, computers accessories, and transport to complete the work required by this TOR.
- 4) VMC act as facilitator to PMG /executing agency
- 5) VMC will facilitate frequent meetings with all the stakeholders for expediting the Project.
- 6) VMC will support the PMG in obtaining the licenses, clearances, approvals etc
- 7) VMC engineering dept will cross check the bills and process for payments
- 8) VMC audit and accounts dept will verify the bills and process for payments
- 9) VMC will not take b responsible for the progress, quality and the durability of the works for which the PMG alone is accountable
- 10) VMC will be responsible for interacting with the Government in making decisions on various issues related to the Project.

**Deliverables:**

Engineering DPRs

- Lane and section specifications
- Report on planning and Design of the road
- Existing road conditions strip wise drawing with proposals, a distance of every 30mts.
- Set of drawings on the proposals including land development
- Structural designs on the road infrastructure including materials specifications.
- Report on Planning designing and estimation of all the road junctions

- Report on Planning designing and estimation of all the foot over bridges/sub ways
- Report on Planning designing and estimation of all the road furniture
- Report on Planning designing and estimation of all the green belts, landscaping.
- Detailed report on the bridges with designs, estimates, sub soil reports etc.
- Detailed report on the fly-over bridges with designs, estimates, sub soil reports etc.
- Comprehensive report on the project proposals for giving directions to other departments such as RTC,POLICE etc
- Report on the views and their inferences of the stake holders meeting.
- Report on the road map for the future actions
- Bid process management
  - RFP Document preparation
  - Pre-bid meetings minutes and clarifications and amendments
  - Entire developer selection process
  - Agreement Copy preparation
- Identified Project revenue streams and their details
- Land development plan along the corridor with various commercial options
- PPP options in the corridor, especially with respect to meeting parking requirements
- Parking linkages – Site identification, Site development options, Site development estimates.
- Implementation strategy for the foot over bridges
- Report on Linkages with other modes of transport

- Project Monitoring Software installation and submission of reports.
- Third Party Quality Control Reports.
- Weekly/Monthly/quarterly progress reports
- Work bills with measurements, LF books and log books
- Work deviation statements/work slips/revised estimations
- Completion reports and plans
- Work programme sheets, Bar charts, specification reports.
- Communication Strategy and its execution
- Training manuals
- Manuals and operation & maintenance planning report.
- Literatures, reports, materials for the IEC

## GENERAL CONDITIONS OF CONTRACT

### GENERAL PROVISIONS

#### Definitions:

- Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- “Applicable Law means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents.
- “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- “Foreign currency” means any currency other than the currency of the Government;
- “GC” means these General Conditions of Contract;
- “Government” means the Government of India;
- “Local currency” means the currency of the Government;
- “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- “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; “foreign Personnel; means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;
- “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;

- “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.
- Client means Vijayawada Municipal Corporation.
- “VMC” means Vijayawada Municipal Corporation.

#### **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

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

#### **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.

#### **Heading**

The headings shall not limit, alter or affect the meaning of this Contract.

**Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or 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.

Notice will be deemed to be effective as specified in the SC.

A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GS 1.6.2.

**Location**

The Services shall be performed at such locations as are specified in Letter of Acceptance (Appendix-I) hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

**Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**Authorized Representative**

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

**Taxes and Duties**

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

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

### **Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

### **Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

### **Entire Agreement**

This Contract contains all covenants, stipulations and provision agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

**Force Majeure****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 hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes,

But is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**Measures to be taken**

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**Extension of Time**

Any period within 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.

**Payments**

During the period of their inability to perform the Service as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

**Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the Circumstances.

## **Suspension**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## **Termination**

### **By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof; (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interest of the Client and which the Consultants know to be false;

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

### **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultants obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

### **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, the Consultants shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

### **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitrate award.

## **OBLIGATIONS OF THE CONSULTANTS**

### **General**

#### **Standard of Performance**

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 and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Clients legitimate interests in any dealings with sub consultants or Third Parties.

#### **Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub consultants, as well as the Personnel and agents of the consultants and any sub consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

#### **Conflict of Interests**

Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof 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 hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant, 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.

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

Neither the Consultants nor their Sub consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) 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
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

#### **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 relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

#### **Liability of the Consultants**

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

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

The Consultants ( I ) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, t their ( or the Sub consultants', as the case may be ) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **Accounting, Inspection and Auditing**

The Consultants ( I ) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including thee bases of the Consultants; costs and charges), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### **Consultants' Action requiring Client's prior Approval**

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

#### **Appointing such members of the Personnel as are listed in Appendix B;**

Entering into a subcontract for the performance of any part of the Services, it being understood (i that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract;

Any other action that may be specified in the SC.

### **Reporting Obligations**

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

### **Documents prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the SC.

## **CONSULTANTS PERSONNEL**

### **General**

The Consultants shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

### **Description of Personnel**

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants Key Professional / Sub Professional Personnel are described in Appendix B.

Any other adjustments shall only be made with the client's written approval.

### **Approval of Personnel**

The Key Personnel and Sub consultants listed by title as well as by name in Appendix B are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

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

Except as the Client may otherwise agree, no changes shall be made in the Key Professional / Sub Professional personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit substitution on account of various reasons including on health ground should not exceed 25% of the total key personnel as given in Appendix B.

If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

**Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

**Currency of Payment**

The payment shall be made in Indian Rupees.

**Payment Schedule**

The Consultant will be paid stage-wise as a percentage of the contract value as per the schedule on mutual agreement with the VMC and the successful bidder.

The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultants specifying in detail deficiencies in the services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. All payments under this Contract shall be made to the account of the Consultants specified in the SC.

## **Responsibility for Accuracy of Project Documents**

### **General**

The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies / authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

The Consultant shall be fully responsible for the accuracy of design and drawings of the Roads, Bridges and Structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

### **Retention Money**

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works.

## **Penalty**

### **Penalty for Error/Variation**

If variation in any of the main quantities of work like earth work including sub grade, GSB, WMM, Bituminous works (BM/DBM/AC/BC), drains, total concrete quantities and reinforcing steel in bridge works or overall project cost, found during execution is more than +/- 235%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered during the execution.

## **ACTION FOR DEFICIENCY IN SERVICES**

### **Consultant's liability towards the Client**

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

### **Warning / Debarring**

Warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Preliminary Project Report involving time and cost overrun and adverse effect on reputation of VMC, other penal action including debarring for certain period may also be initiated as per policy of VMC.

## **FAIRNESS AND GOOD FAITH**

### **Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realizaiton of the objectives of this Contract.

### **Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes

that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **SETTLEMENT OF DISPUTES**

### **Amicable Settlement**

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

### **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which 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.

## **SPECIAL CONDITIONS OF CONTRACT**

### **SC Clause:**

Amendments of, and Supplements to, Clauses in the General Conditions

The words “in the Government’s country” are amended to read “in India”.

The Language is English.

The address is:

For the Client: The Commissioner, Municipal Corporation, VIJAYAWADA.

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 the deduction of such tax as may be lawfully imposed.

### **The effectiveness conditions are the following:**

- The contract has been approved by the VMC.
- The consultant will furnish with in 10 days of the issue of letter of acceptance, a unconditional Bank Guarantee from the Bank (Generally, by SBI or its subsidiaries or any Indian Nationalized Bank for an amount equivalent to 5% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services. The Bank Guarantee (Shall be extendable till the completion of civil contract works) will be released by VMC upon successful completion of services and rectification of errors if any, found during implementation of services.

### **Limitation of the Consultants’ Liability towards the Client**

Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the client’s property, shall not be liable to the Client;

- for any indirect or consequential loss or damage; and

- for any direct loss or damage that exceeds (a) the total payments for professional fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (b) the proceeds the consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (a) (b) is higher.
- This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant's or any per or firm acting on behalf of the Consultant's in carrying out the services.

**The risks and the coverage's shall be as follows:**

- Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant's or their Personnel or any Sub Consultant's or their Personnel for the period of consultancy.
- Third Party liability insurance with a minimum coverage, for Rs.1.00 million for the period of consultancy.
- Professional Liability Insurance (PLI) including deficiencies / inadequacies in the design of pavement, structures and other highway features for a period of ten years beyond consultancy period or as per Applicable Law, whichever is longer, with a minimum coverage equal to the contract value for the assignment.
- Employers liability and workers compensation insurance in respect of the Personnel of the Consultants and of any sub Consultant's 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; and all insurance's and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

The consultants shall not use these documents for purposes unrelated to this contract without the prior written approval of the client.

**No Advance Payment will be made:**

**The account is :** Disputes shall be settled by arbitration in accordance with the following provisions:

**Selection of Arbitrators:**

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, Indian Roads Congress, 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 (60) days of the date of the list, the president, Indian Roads Congress, 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 Client and the Consultant's 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 later 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) 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.

**Rules of Procedure:**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.

**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.

**Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) or Clause 8.2.1 hereof shall be an nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**Miscellaneous**

- In any arbitration proceeding hereunder:
- Proceedings shall, unless otherwise agreed by the Parties, be held in Vijayawada.
- The English language shall be the official language for all purposes; and (Note: English language may be changed to any other Language, with the agreement of both the Parties.)
- 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.
- The Consultant's should bear all the costs relating to the appointment of arbitrators and all the related expenses.
- All the expenses including accommodation, transportation of the arbitrators should bear by the consultant only.

**APPENDIX - 1**

**FORMATS FOR TECHNICAL PROPOSAL**

**TECHNICAL PROPOSAL**

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

**Sub:** Proposal for Consulting Services for “ **preparation of Detailed Project Report on the BRTS, monitoring of the project implementation including selection of executing agency and preparation of traffic management systems for BRTS.**”

***Regarding Technical Proposal***

I/We \_\_\_\_\_ Consultant/Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organisation as Consultant for **Vijayawada Municipal Corporation.**

Yours faithfully,

Signature \_\_\_\_\_

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

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Authorised Representative)

**FIRM'S REFERENCES****Relevant Services carried out in the Last Five Years****Which best illustrates Wualifications**

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium was legally contracted by the client stated below.

Assignment Name:	Country:	
Location within Country:	Professional Staff Provide by Your Firm:	
Name of Client:	No.of Staff:	
Address:	No.of Staff Months:	
Start Date: (Month/Year)	Compln.Date. (Month/Year)	Approx. value of Services:(in Current USD)
Name of Associated Firm(s) if any:	No.of months of professional staff provided by Associated firm(s)	
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:

**CONSULTANT NAME:**

**APPROACH PAPER ON METHODOLOGY**  
**PROPOSED FOR PERFORMING THE ASSIGNMENT**

**COMMENTS/SUGGESTIONS OF CONSULTANT**

On the Terms of Reference:

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

On the Data, Services and facilities to be provided by the Client indicated in the Terms of Reference:

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

**FORMAT OF CURRICULUM VITAE (C.V.)  
FOR PROPOSED KEY STAFF**

Proposed \_\_\_\_\_ Position:

Name \_\_\_\_\_ of \_\_\_\_\_ Firm:

Name \_\_\_\_\_ of \_\_\_\_\_ Staff:

Profession: \_\_\_\_\_

Date \_\_\_\_\_ of \_\_\_\_\_ Birth:

Years with firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership of Professional Societies: \_\_\_\_\_  
\_\_\_\_\_

Detailed \_\_\_\_\_ Tasks \_\_\_\_\_ Assigned:  
\_\_\_\_\_  
\_\_\_\_\_

**Key Qualifications:**

(Give an outline of staff members experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use up to half a page)

**Education:**

(Summarize College/University and other specialised education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page)

**Employment Record:**

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates names of employing organisation, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and client reference where appropriate. Use up to three quarters of a page.

**Languages:**

(Indicate proficiency in speaking, reading and writing of each language by "excellent", "good", "fair, or "poor")

**Certification:**

I, the undersigned, certify to the best of my knowledge and belief, this bio data correctly describes myself, my qualifications and my experience.

\_\_\_\_\_  
\_\_\_\_\_  
Signature of Staff Member  
or Authorised Official  
from the firm.

Date:  
Day/Month/Year

**WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL**

**MONTHS (in the form of Bar Chart)**

S.No.	Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	15	18	Number of Months
1																Sub-total(1)
2																Sub-total(2)
3																Sub-total(3)
4																Sub-total(4)

Field Full:                      Part time:

Reports Due:

Activities:

Duration:

**Composition of the team personnel and the task****Which would be assigned to each Team Member**

## 1. Technical/Managerial Staff

Sl.No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			

## 2. Support Staff

Sl.No.	Name	Position	Task Assignment
1.			
2.			
3.			
4.			

### Work Plan/Time Schedule

#### A. Field Investigation

Sl.No.	Item of Work/Activities	Month wise Program (in form of Bar Chart)											
		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>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	15 <sup>th</sup>	18th
1.													
2.													
3.													

#### B. Completion and Submission of Reports

Reports:

Programme:

1. Inception Report
2. Interim Progress Reports
  - a) First Status Report
  - b) Second Status Report
3. Draft Report

4. Final Report
  5. Monthly progress reports
  6. monthly quality control reports
-

**ANNEXURE-1**  
**CITY PROFILE**

**INTRODUCTION:**

Vijayawada the third city in Andhra Pradesh is located on the banks of Krishna River, and is bounded by the Indrakiladri hills on the West and the Budameru River on the North, situated along the Chennai – Howrah and Chennai – Delhi rail route, this is the largest railway junction of the South Central Railway. The city forms a part of the Krishna district, and is spread over an area of 58 Sq.Kms. (Urban area), with a population of 10 Lakhs (2005).

**REGIONAL SETTING:**

Vijayawada is an important link in connecting the three regions of Andhra Pradesh and is a major transit point. Two National highways, the National Highway 5 from Chennai to Calcutta and the National Highway 9 from Machilipatnam to Vijayawada pass through the city connecting it to other parts of the country. It is connected to other areas of the state-by-state highways and district roads. The domestic airport located at Gannavaram, about 20 Kms. from the city.

**PHYSICAL AND GEOGRAPHICAL CHARACTERISTICS:**

**Geology:**

The region forms a part of Eastern Ghats comprising of Khondalites, Charnockites, Quartzites and Quartz Veins, Minerals like Khandalites and Charnackites are predominantly found in the region of the Vijayawada, Guntur, Tenali Urban Development Area. Three types of soils namely, Alluvial, Black, Reger and Red ferruginous are predominantly found in the area with fertile alluvial soils in the Krishna delta area of Vijayawada.

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**Topography:**

The Northern, North-Western and South-Western parts of this region are covered by a low range of hills while the Central, South-Western and South-Eastern parts are covered by rich fertile agricultural lands irrigated by left and right canal systems under the Krishna barrage constructed across the river. The prominent hills in this region are Kondapalli, Indrakiladri and Mogalrajapuram hills.

**Climate:**

The climate of Vijayawada is tropical in nature with hot summers and moderate winters. The months of April to June are the summer months with the temperature ranging from a minimum of 27<sup>0</sup> C to 45<sup>0</sup> C. The temperature during winter months ranges from 28<sup>0</sup> C to 17<sup>0</sup> C. The average humidity ranges from 68% to 80% during summer season. The annual rainfall in the region is about 965mm and is contributed by the southwest monsoons.

**Administration:**

The Municipality of Vijayawada was constituted in the year 1888 and comprised of an area of 30 Sq.Kms. It was later upgraded to a selection grade in the year 1960. The Municipality was further upgraded to a Corporation in 1981. The merger of Gunadala, Patamata and Bhavanipuram village panchayats and two villages Payakapuram and Kundavari Kandrika in the Corporation, in 1985, further added to its area. The total area of the Corporation with all the added areas is about 58 Kms.

The city is divided in to 59 administrative divisions. The administration of the Corporation is performed by an elected body with the Mayor as the head. The commissioner acts as the executive head, and oversees the day-to-day functioning of the local body. The elected council decides on the issues governing the administration and is responsible for the policy related matters like projects and taxes.

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**Demographic Characteristics:****Population Growth:**

The city has witnessed a rapid growth over the past two decades with an average decennial growth rate of 43.15%. During the period 1971-81 the net growth has been about 57.57% attributed to a large influx of the rural population to the city. However, during the past decade 1981-91, the growth has stabilized with a decadal population growth of 29.16%. The growth in the city's population is as detailed in table.

**Growth of Population**

<b>Year</b>	<b>Area (in sq.kms.)</b>	<b>Population</b>	<b>Decadal Growth Rate %</b>
1961	24.14	2,30,397	
1971	29.40	3,17,258	37.70
1981	29.40	4,54,527	43.26
1991	55.58	7,01,827	54.41
2001	55.58	8,51,282	21.30

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