



REQUEST FOR PROPOSAL

Selection of Consultants For

Preparation of Detailed Project Report for Road Corridor Improvements in Vijayawada City

**November
2019**

Vijayawada Municipal Corporation

Canal Road, Nehru Building, Vijayawada, Andhra Pradesh 520001

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SCHEDULE OF TENDER PROCESS

Event Description	Scheduled Date
RFP upload on website	18.11.2019
Date of receipt of queries if any form & pre bid meeting	<u>11.00 Hrs (IST) on 23.11.2019 at VMC Office, Vijayawada, AP</u>
Due date for Receipt of Bids	15:00 Hrs (IST) on 02.12.2019.
Date and Time of Opening Bids (Outer Envelope & Envelope-1)	17:00 Hrs (IST) on 02.12.2019.
Opening of Envelope II (Financial Proposal)	Will be intimated to the qualified applicants
Cost of the RFP Document (DD should be taken in favor of Commissioner, <u>VMC</u> payable at Vijayawada in any Nationalized Banks).	Rs.20,000/- (Non-Refundable)
Bid Security (EMD)	Rs.2,00,000/-

Note:

- Bid security shall be paid through DD or unconditional and irrevocable bank guarantee on Rs.100/- non judicial stamp paper, valid for six months from the last date prescribed for submission of tenders, in favor of Commissioner VMC, Vijayawada Bid Security (EMD) shall be valid for 6 months from the date of submission.
- EMD of unsuccessful bidder shall be returned upon signing of agreement by successful bidder. EMD of successful bidder shall be adjusted against performance security. Format Appendix D is enclosed for submission

DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of Vijayawada Municipal Corporation (herein after referred to as **VMC**/The Authority) or any of its employees, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Authority and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
7. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

8. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Notice Inviting Tender (NIT)

INVITATION FOR REQUEST FOR PROPOSAL (RFP)

Rc. CE-138728/2019
2019

Dt.15-11-

“VMC invites Request for Proposal for Selection of Consultants for Preparation of Detailed Project Report for Corridor Improvements in Vijayawada City.” Interested agencies/companies who are having experience in the similar nature of work including financial capability, having latest technical competency to perform this assignment can obtain the details and the Request For Proposal (RFP) documents from the office of the Chief Engineer, VMC, Vijayawada by paying Rs.20,000/- (Rupees Twenty Thousand only) Non-refundable in the form of D.D. drawn in favor of the Commissioner, Municipal Corporation, Vijayawada payable at any Nationalized Bank in Vijayawada and Rs.3600/- in favor of Commercial Tax Officer Vijayawada. The RFP can also be downloaded from the VMC website i.e., <http://www.ourvmc.org/engg/gentenders.asp> and payment of Rs. 20,000/- can be made through DD while submission of RFP.

- Available / Issue of Tender Schedules . 18.11.2019 at 3.00 P.M
- Last date for Receipt of Bids . 02.12.2019 at 3.00 P.M
- Opening of Technical Bids . 02.12.2019 at 5.00 P.M
- Opening of Financial Bids . After Technical Bid Evaluation.

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 reserves the right to reject or cancel any or all the bids without assigning any reason thereof.

Any addendum/corrigendum/bid clarifications/time extension shall be issued on the website only. No spare press notification shall be issued.

Address for Correspondence:

Chief Engineer, Municipal Corporation, Jawaharlal Nehru Buildings, Canal Road, Vijayawada-520 001, Andhra Pradesh. Phone No.0866-2422400 / 2421001; Cell No.:9959442216 & 9866514141

Sd/-
COMMISSIONER

Note: - The P.R.O., VMC is requested to arrange publish the above RFP in one English National wide and in one Telugu State wide Newspapers. Copy to the Chief Engineer, VMC

Corridor Improvements in Vijayawada City

Section 1. Letter of Invitation

RFP No. CE-138728/2019

Date: 15.11.2019

1. Vijayawada Municipal Corporation (VMC) intends to develop major city road corridors of about 30 km approx. in length in VMC area as traffic congestion free roads with better riding quality, minimum maintenance, road safety compliant, landscaped, pedestrian friendly and aesthetically designed etc. VMC invites proposals from "Planning and Engineering Consultants" for "Design of Corridor Improvements in Vijayawada City" in the state of Andhra Pradesh.
2. More details on the services are provided in the Terms of Reference (ToR).
3. A firm will be selected under Quality and Cost-Based Selection (QCBS) and procedures described in this RFP.
4. The bids shall be accepted in the physical form as described in the RFP
5. The Consultants will submit the proposal by the date & time indicated in Data Sheet and instructions to the Consultants called project specific information.
6. The detail tender notice and tender documents can be downloaded from <http://www.ourvmc.org/engg/gentenders.asp>
7. The RFP includes the following documents:
 Section 1 - Letter of Invitation
 Section 2 - Instructions to Consultants (including Data Sheet)
 Section 3 - Technical Proposal - Standard Forms
 Section 4 - Financial Proposal - Standard Forms
 Section 5 - Terms of Reference
8. It is not permissible to transfer this RFP to any other firm.
9. Schedule of Bidding Process: The Employer shall endeavor to adhere to the following schedule:

Sl.No.	Event Description	Date/Period
1	Notice Inviting Tender (NIT)	15.11.2019
2	Physical Submission of proposals	15:00 Hrs (IST) 02.12.2019
3	Opening of Technical Proposals	17:00 Hrs (IST) 02.12.2019
4	Presentation by Shortlisted Consultants	To be Informed
5	Opening of Financial Proposal	To be informed
6	Validity of Proposal	90 days

Yours sincerely,

Commissioner

Vijayawada Municipal Corporation

Canal Road, Nehru Building, Vijayawada, Andhra Pradesh 520001

Telephone: 9959442216

Email: ajaykumarvmc@gmail.com

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Definitions

- (a) “Authority” or “Employer” means the Commissioner of VMC with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Employer under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the Government of Andhra Pradesh.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the Employer for the selection of Consultants, based on the SRFP.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (n) “Services” means the work to be performed by the Consultant pursuant to the Contract.

- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services, after prior written permission from Employer.
- (p) “Terms of Reference” (ToR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Employer named in the **Data Sheet** will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Employer’s representative before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Employer’s representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Employer will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and

contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.6 Employer requires that Consultants provide professional, objective, and impartial advice and always hold the Employer's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its

nature, may conflict with another assignment of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Employer to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 The Employer requires that consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the selection and execution contracts. In pursuance of this the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain

- financial or other benefit or to avoid an obligation;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Vijayawada municipal Corporation investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the VMC inspection and audit rights provided for under paragraph 1.7.1 below.
 - (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

1.7.1. Consultants shall give access to the Government of Andhra Pradesh to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by Government of Andhra Pradesh.

	1.8	Consultants, their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Andhra Pradesh in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
	1.9	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
Origin of Goods and Consulting Services	1.10	Goods supplied, and Consulting Services provided under the Contract may originate from any country except if: <ul style="list-style-type: none"> (i) as a matter of law or official regulation, the Employer's country prohibits commercial relations with that country
Only One Proposal	1.11	If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
Proposal Validity	1.12	The Data Sheet indicates Consultants' Proposal's validity after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal as stipulated in data sheet.
2. Clarification and Amendment of RFP Documents	2.1	Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet . Any request for clarification must be sent in writing, or by standard

electronic means to the address indicated in Letter of Invitation. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

- 2.2 At any time before the submission of Proposal, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

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

- (a) **Part A: Technical Prequalification Proposal**
- (b) **Part B: Technical Proposal;**
- (c) **Part C: Financial Proposal.**

'Part A & Part B' should be kept together in one envelope/package marked as **Cover-1** and should be kept together in one single outer envelope/package. Part C should be kept in separate envelope/package marked as **Cover-2**

The Cover-I submission (Part-A & Part-B) shall contain the following information as described in ensuing sections.

- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give attention to the following:

- (a) JV or Association is not allowed.
- (b) The estimated man-months are indicative only. The Consultant shall make his own estimate of the requirements and provide suitability in his lump sum quote.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the **Data Sheet**. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Employer's national language.

Technical Proposal Format and Content

- 3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms
- (a) (i) A brief description of the Consultants' organization and an outline of recent experience of the Consultants on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation or. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's

associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so, requested by the Employer.

- (b) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).
- (c) (i) A description of the approach, methodology, material testing, surveys & investigations, proposed to be used in DPR preparation and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the

authorized representative of the Professional Staff (Form TECH-6 of Section 3).

- (g) A detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.
- (h) It is desirable that most of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.
- (i) Alternative professional staff shall not be proposed and only one curriculum (CV) must be submitted for each position. But CVs of Part A can be used in Part-B.

Financial Proposals

- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 3.6 The Financial Proposal and its supporting calculations shall be prepared using the attached Standard Forms (Section 4). All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on Personnel, duties, fees, levies and/or GST) on amounts payable by the Employer under the Contract. The Consultant shall take advice from his tax consultant and shall suability provide for his tax liability in his quote for this assignment. Employers will not reimbursement any kind of taxes for the services provided by the consultant, except GST as per applicability from

time to time. Tax deduction at source, however, shall be made as applicable.

- 3.8 The Employer requires Consultants to state their price in the national currency indicated in the **Data Sheet**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 3.10 At sources deductions applicable under Laws shall be made by the Employer.

4. Submission, Receipt, and Opening of Proposals

- 4.0 The Consultants shall submit their Proposals Physically (Hard Copy)
- 4.1 The Consultant shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be post or by hand. If specified in the **Data Sheet**.
- 4.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with **Data Sheet**. The Technical Proposal shall be submitted in Physical form in original and the scanned copy of the original.
 - 4.2.1A Proposal submitted by a Joint Venture shall be not allowed.
- 4.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 4.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All

copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

- 4.5 The original and all the copies of the **Pre-Qualification Document & Technical Proposal** shall be placed separately inside a sealed envelope clearly marked **“PRE- QUALIFICATION DOCUMENT”&“TECHNICAL PROPOSAL”** separately, “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning **“DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”** Demand Draft for bid processing fee of Rs. 20,000/- from schedule /nationalized banks in favor of “Commissioner, Vijayawada Municipal Corporation” payable at Vijayawada shall be placed in another sealed envelope clearly marked **“BIDPROCESSING FEE”**, “[Name of the Assignment]”, [reference number], [name and address of the Consultant].
- 4.6 The sealed envelopes containing the Technical Proposal, Bid Processing Fee and power of attorney shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Employer and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked **“Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”**.
- 4.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 4.8 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Employer no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Employer after the deadline shall be declared late and rejected, and promptly returned unopened.

4.9 Opening of Proposals

4.9.1 Proposal shall be opened at the time mention in **Data Sheet**.

4.9.2 Outer sealed envelope received by the Employer will be opened.

4.9.3 Sealed envelope containing Demand Draft will be then opened.

4.9.4 If the Demand Draft is found as per the requirement then and then only sealed envelope having Technical information will be opened.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer (The Authority) on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer (The Authority) in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Evaluation and Opening of Financial Proposals

5.3 After the technical evaluation is completed the Employer's Representative and on approval of evaluation committee, it shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive

to the RFP and TOR, that their Financial Proposals will not be opened after completing the selection process. The Employer shall simultaneously notify online to Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants enough time to decide for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

- 5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend.
- 5.5 Single currency for price conversion is specified in data sheet.
- 5.6 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations may be held at the date and address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will

		<p>finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.</p>
Financial negotiations	6.3	<p>The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Employer’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.</p>
Availability of Professional staff/experts	6.4	<p>Having selected the Consultant based on, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract based on the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period specified in the letter of invitation to negotiate.</p>
Conclusion of the negotiations	6.5	<p>If negotiations fail, the Employer will invite the Consultant whose Proposal received the second highest score to negotiate the Contract.</p>
7. Award of Contract	7.1	<p>After completing negotiations the Employer shall award the Contract to the selected Consultant and</p>

promptly notify all the Consultants who have submitted proposals.

- 7.2 The second highest scorer technically responsive applicant shall be kept in reserve and may be invited for negotiations in case the first highest scorer applicant withdraws or fails to comply with the requirements specified.

8. Contract Period

- 8.1 The contract period will be not less than that stipulated in **data sheet**.

9. Confidentiality

- 9.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

1. Bid Security/Performance Security

The Applicant shall furnish as part of its Proposal, a bid security of **Rs. 2,00,000 (Rs. Two Lakhs)** in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favor of the “Commissioner, VMC” payable at Vijayawada (the “Bid Security”).

In case of Unsuccessful applicant, the Bid Security shall be returned on completion of tendering process.

The successful applicant has to produce Performance Security at the time of concluding Agreement @ 5% of Agreement value. If the project gets delayed by any means the consultants shall extend the Performance security.

Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security

shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the fraud and corruption Practices specified in Clause 1.7 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiation as required vide Clause 6;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in the document; or

Instructions to Consultants

Paragraph Reference	
1.1	<p>Name of the Employer:</p> <p>Commissioner Vijayawada Municipal Corporation. Government of Andhra Pradesh.</p> <p>Method of selection: Quality and Cost-Based Selection (QCBS)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes (In separate covers)</p> <p>Name of the assignment is: Preparation of Detailed Project Reports for Road Corridors Improvements in Vijayawada Municipal Corporation area.</p>
1.3	<p>A pre-proposal conference will be held at address:</p> <p>Office of Commissioner Vijayawada Municipal Corporation Canal Road, Nehru Building, Vijayawada, Andhra Pradesh 520001 Telephone: 9959442216 Email: ajaykumarvmc@gmail.com</p>
1.4	<p>The Employer will provide the following inputs and facilities: Employer will facilitate all available data, reports related to this assignment free of costs.</p>
1.11	<p>If consultant, individual expert or key personnel submits or participates in more than one proposal, all such proposals shall be disqualified.</p>
1.12	<p>Proposals must remain valid 90 days from the submission date</p>

2.1	<p>Clarifications may be sought up to 23/ 11/2019 (through e-mail)</p> <p>Office of Commissioner Vijayawada Municipal Corporation Canal Road, Nehru Building, Vijayawada, Andhra Pradesh 520001 Telephone: 9959442216 Email: ajaykumarvmc@gmail.com</p> <p>The address for requesting clarifications is same above:</p>
3.1	Proposals shall be submitted in the following language: English
3.3 (b)	The estimated number of professional staff-months required for the assignment is Key personnel, Tech Support man months. Followed by the minimum man months specified in the Section-5 of TOR clause F. Consultants must take this into consideration and make their own estimate for successful completion of assignment. Evaluation of technical proposal invariably considers team composition and work schedule, staffing schedule.
3.4 (g)	Training is a specific component of this assignment: No
3.8	Consultant to state local cost in the national currency: Yes, Indian Rupees only
4.1	Whether the Consultant shall have option of submitting their proposals electronically - No

<p>4.2</p>	<p>The Proposal shall comprise the following-</p> <p>Part-A. Technical Pre-Qualification Document</p> <p>Part-B. For Full Technical Proposal (FTP), containing</p> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Proposal 2. Form TECH-1 3. Form TECH-2 4. Form TECH-3 5. Form TECH-4 6. Form TECH-5 7. Form TECH-6 8. Form TECH-7 9. Form TECH-8 10. Form TECH-9 11. Form TECH-10 <p>Part-C Financial Proposal</p> <ol style="list-style-type: none"> 1. Form FIN-1 2. Form FIN-2 3. Form FIN-3
<p>4.4</p>	<p>The Consultant must submit</p> <ol style="list-style-type: none"> a. Pre-Qualification Document – One original and One Copy b. Technical Proposal – One original and One Copy c. Financial proposal- One original
<p>4.6 & 4.8</p>	<p>The Proposal submission address is:</p> <p>Commissioner Vijayawada Municipal Corporation Canal Road, Nehru Building, Vijayawada, Andhra Pradesh 520001</p> <p>“The Proposal must be submitted not later than the time schedule as specified in the Letter of Invitation”.</p>
<p>4.9.1</p>	<p>The Pre-qualification document and Technical Proposal will be opened at proposal submission address as specified in the Letter of Invitation. The Financial Proposals shall be opened in the presence of the representatives of the consultants/their Authorized Representative.</p>

5.2	<p>Evaluation Committee shall have final authority in all matters of evaluation of Pre-Qualification Document, Technical and Financial Proposals and Other aspects related to evaluation.</p> <p>Prequalification Requirement for this Project is as under:</p> <p>Consultant should have demonstrated and proven experience on the following: The following should be considered as minimum qualification meeting which evaluation of technical proposal will commence.</p> <ol style="list-style-type: none">1. Should be a Registered Consulting Firm in India.2. Demonstrated experience as planning consultants of not less than two (2) Comprehensive Transportation Study/Mobility Plans at least in one city/urban area with population more than 10 lakhs in last 5 financial years.3. Demonstrated experience in preparation of DPR etc., of at least two (2) Urban Corridor Improvement Plans/Model corridors of minimum 20 km in length in Municipal Corporation limits with cities of population more than 10 lakhs in last 5 financial years.4. Demonstrated experience of not less than two (2) Traffic & Transportation infrastructure development works such as project structuring, bid document preparation/process management for Corridor Improvement Plans/Model corridors in Municipal Corporation limits of total projects costing/value more than 20 Crores in last 5 financial years.5. Average Annual Turnover of not less than 30 Cr (or equivalent) in last 5 financial years through consultancy fee evidenced by the submission of Audited Annual Accounts and certificate from Statutory Auditor.															
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table><tr><th>Sl. no</th><th>Description</th><th>Points</th></tr><tr><td>i)</td><td>Specific experience of the Consultants relevant to the assignment:</td><td></td></tr><tr><td>a)</td><td>Demonstrated experience as planning consultants of not less than two (2) Comprehensive Transportation Study/Mobility Plans at least in one city/urban area with population more than 10 lakhs in last 5 financial years</td><td>10</td></tr><tr><td>b)</td><td>Demonstrated experience in preparation of DPR etc., of at least two (2) Urban Corridor Improvement Plans/Model Road corridors of each minimum 20 km in length in Municipal Corporation limits with cities of population more than 10 lakhs in last 5 financial years</td><td>10</td></tr><tr><td>c)</td><td>Demonstrated experience of not less than two (2) Traffic & Transportation infrastructure development works such as project structuring, bid document preparation/process management for</td><td>5</td></tr></table>	Sl. no	Description	Points	i)	Specific experience of the Consultants relevant to the assignment:		a)	Demonstrated experience as planning consultants of not less than two (2) Comprehensive Transportation Study/Mobility Plans at least in one city/urban area with population more than 10 lakhs in last 5 financial years	10	b)	Demonstrated experience in preparation of DPR etc., of at least two (2) Urban Corridor Improvement Plans/Model Road corridors of each minimum 20 km in length in Municipal Corporation limits with cities of population more than 10 lakhs in last 5 financial years	10	c)	Demonstrated experience of not less than two (2) Traffic & Transportation infrastructure development works such as project structuring, bid document preparation/process management for	5
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	Corridor Improvement Plans/Model corridors in Municipal Corporation limits of total projects costing/value more than 20 Crores in last 5 financial years ending with FY 2018-19.	
	Total points for criterion (i):	25
ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a)	Technical approach and methodology (including material testing, surveys & investigations)	10
b)	Work plan	3
c)	Organization and staffing	2
d)	Technical Presentation (after shortlisting)	10
	Total points for criterion (ii):	25
iii)	Key professional staff qualifications and competence for the assignment as required for Part-A of the Assignment:	
1	Team Leader /Transportation Engineer/Planner	15
2	Senior Traffic Engineer	5
3	Urban Designer	3
4	Survey Expert	3
5	Traffic/Transportation Engineer	3
6	Utility Engineer	3
7	Bridge/ Structural Engineer	2
8	Quantity Surveyor	2
9	Geo technical engineer or Material Engineer	2
10	Road/Pavement Expert	2
11	Landscape Architect/specialist	2
12	Environmental Specialist	2
13	Transport Economist cum Financial Expert	2
14	Procurement\Contract Expert	2
15	ITS/ICT Expert	2
	Total points for criterion (iii):	
	Consultants will submit the CVs against Key Positions as mentioned for Part-B of the assignments as per expertise/ credential/ qualification required. However, their evaluation and score will not be added at this stage.	50
The minimum technical score required to pass is: 75 Points		
<ul style="list-style-type: none"> Evaluation under the Team Composition shall be undertaken as per the following framework. 		
No.	Criteria	Marks
1	Relevant Educational Qualification	
(a)	Relevant Graduation/Post Graduation	25
	Degree lesser than requested, the following deductions will be applicable	S.no 1 – Five S.no 2 – Three

	<table><tr><td></td><td></td><td>S.no 3 to 6 – Two S.no 7 to 15 – One</td></tr><tr><td></td><td></td><td></td></tr><tr><td>2</td><td colspan="2">Relevant Professional Experience</td></tr><tr><td>(a)</td><td>Minimum experience and above</td><td>25</td></tr><tr><td>(b)</td><td>Less experience than minimum requested, the following deductions will be applicable</td><td>S.no 1 – Five S.no 2 – Three S.no 3 to 6 – Two S.no 7 to 15 – One</td></tr></table>			S.no 3 to 6 – Two S.no 7 to 15 – One				2	Relevant Professional Experience		(a)	Minimum experience and above	25	(b)	Less experience than minimum requested, the following deductions will be applicable	S.no 1 – Five S.no 2 – Three S.no 3 to 6 – Two S.no 7 to 15 – One
		S.no 3 to 6 – Two S.no 7 to 15 – One														
2	Relevant Professional Experience															
(a)	Minimum experience and above	25														
(b)	Less experience than minimum requested, the following deductions will be applicable	S.no 1 – Five S.no 2 – Three S.no 3 to 6 – Two S.no 7 to 15 – One														
	<p>Note: - Evaluation to be based on the attested CVs and supporting documents submitted by the bidder for each of the candidates/ key personnel. Attestations of CVs to be done by senior leadership of the bidding firms and the candidate.</p>															
5.3	The qualified bidders will be informed through e-mail about the date, time and place of opening of the Financial Proposals.															
5.5	The single currency for price conversions is: Indian National Rupees															
5.6	<p>The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which Sf is the ‘Financial Score’ of the Financial Proposal being evaluated.Fm is the computed lowest Financial Proposal for both Part-A and Part-B of the project (inclusive of all taxes but excluding GST).F is the Computed Price of the bidder under evaluation (inclusive of all taxes but excluding GST).</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T = 0.8, and P = 0.2 T=the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal; S=Score (T+P=1) S=Stx T+Sf xP</p> <p>The percentage marks allocated to the lowest evaluated Financial Proposal will be 100 and to the other bids will be as calculated as above.</p>															
7.1	All bidders will be informed of award of contract after completion of negotiations.															
7.2	Expected date for commencement of consulting services shall commence within 30 days from issuance of LOA															
8.1	The total Contract period shall be 6 months from date of commencement.															

Powers of Attorney

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

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

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

Witnesses

- 1.
- 2.

Notarized Accepted

For _____

(Signature, name, designation and address)

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

Section 3. Technical Proposal - Standard Forms

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Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To,
Commissioner
Vijayawada Municipal Corporation
Canal Road, Nehru Building,
Vijayawada, Andhra Pradesh 520001

Dear Sir:

We, the undersigned, offer to provide consultancy services for ***Preparation of Detailed Project Reports for Road Corridors Improvements in Vijayawada Municipal Corporation area*** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in online only.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

Provide here a brief (two pages) description of the background and organization of your firm/entity.

B - Consultant's Experience

Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services like the ones requested under this assignment. Project completion certificates to be enclosed (if available).

Assignment name:	Value of the contract (in Indian National Rupees):
Country: Location within country:	Duration of assignment (months):
Name of Employer:	Total No. of staff-months of the assignment:
Address:	Value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer

A - On the Terms of Reference

Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point and incorporated in your Proposal.

B - On Counterpart Staff and Facilities

Comment here on counterpart staff and facilities to be provided by the Employer according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Include adequacy for material testing, surveys & investigations, proposed to be used in DPR preparation*

*b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

Form TECH-5: Team Composition and Task Assignments

Professional Staff						
Name of Staff	Firm	Area of Expertise	Total experience in years	No. of years with the firm	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position: _____

2. Name of Firm: _____

3. Name of Staff: _____

4. Date of Birth: _____ Nationality: _____

5. Education: _____

6. Membership of Professional Associations: _____

7. Other Training: _____

8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]*: _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: _____

10. Employment Record:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Competency of the candidate to proposed qualifications in this RFP (Proposed and Actual RFP years of experience and actual educational qualifications):

<u>Years of Experience</u>	<u>Educational Qualifications</u>
<u>RFP:</u>	<u>RFP:</u>

Actual:Actual:**12. Detailed Tasks Assigned**

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Employer: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Full name of authorized representative: _____

(Authorization letter to be attached as required)
 (Consultant official seal)

FormTECH-7: Staffing Schedule¹


No	Name of Staff	Proposed Designation	Proposed RFP Man-Months	Staff input (in the form of a bar chart) ²														Total staff-month input
				1	2	3	4	5	6	7	8	9	10	11	12	n		
Key Personnel																		
1																		
2																		
3																		
n																		
															Subtotal			
Support Staff																		
1																		
2																		
n																		
															Subtotal			
														Total				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

Form TECH-8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Employer approvals and link work schedule with deliverables. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Form TECH-9 Information and evidence for Minimum Eligibility Criteria's

Sl. No	Eligibility Requirement	Eligible Projects	Client	Documentary Evidence submitted
1.	Demonstrated experience as planning consultants of not less than two (2) Comprehensive Transportation Study/Mobility Plans at least in one city/urban area with population more than 10 lakhs in last 5 financial years.			
2.	Demonstrated experience in preparation of DPR etc., of at least two (2) Urban Corridor Improvement Plans/Model Road corridors of each minimum 20 km in length in Municipal Corporation limits with cities of population more than 10 lakhs in last 5 financial years.			
3.	Demonstrated experience of not less than two (2) Traffic & Transportation infrastructure development works such as project structuring, bid document preparation/process management for Corridor Improvement Plans/Model corridors in Municipal Corporation limits of total projects costing/value more than 20 Crores in last 5 financial years ending with FY 2018-19.			

Proof of experience is necessary for the criteria's 1, 2 & 3 as mentioned below

The claimed experience shall be supported by Client Certificate#/Supporting documents# in evidence of completion of work

#Client Certificate means Completion Certificate document

#Supporting document(s) means relevant documents such as work order along with final submission documents/Contract agreement along with final submission documents, which would help establish the details of experience sought under the RFP. Such supporting documents to be duly signed by authorized personnel from the bidder's organization. In case any of the information necessary to establish the experience is not covered in the Supporting document(s), an undertaking may be submitted by the senior leadership of the bidding company to which the experience belongs to.

Signature of the Authorized Member from the bidder organization with official seal

Form TECH-10

Under Taking

I/we hereby give under taking that all the information provided by us in various technical proposal forms and all supporting document provided are true and correct to best of works knowledge. I/We understand that any information provided by us in the above said forms if found false/incorrect on verifying by Government of Andhra Pradesh our proposal is liable to be rejected.

Name of Authorized Signatory

Designation:

Name of Firm:

Company Seal

Section 4. Financial Proposal - Standard Forms

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Form FIN-1: Financial Proposal Submission Form

[On the Letterhead of the Firm]

To,
The Commissioner,
Vijayawada Municipal Corporation (VMC)
Vijayawada,
Andhra Pradesh – 520002

Date:

Sub: Financial Proposal for providing “.....” – Reg.

Dear Sir,

As a part of the Proposal for providing consultancy services for the subject Project, we hereby submit the following Professional Fee quotation to the Vijayawada Municipal Corporation. We quote Rupees _____ (Rupees in words followed by Rs. In figures in brackets) per kilometer including all expenses plus applicable GST of Road Corridor towards our total Professional fee to be paid as per payment schedule specified in the RFP.

We abide by the above quote, terms and conditions of the RFP, if VMC selects us as the Consultant for this project.

We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

This amount is exclusive of the taxes, duties, fees and other imposition which will be discussed and agreed upon based on applicable laws during Contract Negotiations stage.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

We agree that this offer shall remain valid for a period of one hundred and eighty (90 days) from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorized Signatory & Company Seal)

(Name, Title, Address, Date)

Note: The financial proposal to be submitted strictly as per the above format. Noncompliance to the above format shall disqualify the firm's proposal.

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- 1 project cost must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2: Summary of Total Costs

Item	Costs in INR*
	Per Kilometre length of Road
Costs of Financial Proposal	

*Project cost considered shall be including all expenses plus applicable GST towards total Professional fee to be paid as per payment schedule

An indicative Financial Proposal is to be filled as below range.

Item	Costs in INR*
	Per Kilometre length of Road
Below 10 KM	
above 10- 20 KM below	
above 20- 30 KM below	
above 30- 40 KM below	
above 40- 50 KM below	
Above 50 KM	

Form FIN-3: Breakdown of Remuneration

Name	Position ³	Staff-month Rate ⁴
Key Professional Staff		
Support Staff		

- 1 Form FIN-3 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 The breakdown provided shall be used for variations /additional tasks, if any.

Section 5. Terms of Reference

Preparation of Detailed Project Report for Corridor Improvements in Vijayawada City

A. INTRODUCTION

Vijayawada is an important city located on Krishna River banks, near Amaravati, the new Capital city of Andhra Pradesh. The city is the second largest city in the state by population) and third most densely populated urban built-up areas in the world. It is a major trading center, hub for automobiles and is well known for educational institutions and medical care. The city is also famous for its pilgrimage and tourism.

Vijayawada face the challenge of providing adequate road space for future use and improving the poor condition of existing roads due to the inadequate maintenance (except few major roads) over the years. Current road designs do not adequately serve the needs of all road users especially non-motorized transport users as well service providers such as hawkers/vendors are marginalized against motorized modes. The available road space gets encroached by commercial establishments, and on-street parking is commonly noticed due to poor enforcement of the existing regulations.

At present the congestion in the road corridors is predominantly noticed during peak hours and is the cause for delayed trip time. A need is therefore felt to develop road corridors that could maximize smooth traffic flows, optimize road safety, facilitates and promoting multimodal transportation and provide enough opportunities to active transportation. Since a defined distinct hierarchical road system is absent, the major roads perform a combined function of arterial and collector road system that provide both mobility and accessibility to the existing commuters.

Being conscious of the growing transport problems and to make Vijayawada as safe and sustainable city, Government of Andhra Pradesh has embarked to develop the road corridors in Vijayawada which shall promote the city globally in all means of sustainable growth that can make perceivable relief to the present traffic problems and cater to the future traffic needs in Vijayawada.

The vision of the state is to have transport corridors in accordance with international standards and include provisions for both motorized and non-motorized transport along with landscape facilities to enhance the aesthetics of roads and city in general. Having larger level things rolling for Vijayawada becoming a truly Global City, transport infrastructure also needs to be supplementing and complementing the good intent. Certainly, one of the beginning stones are treating roads as corridors, much more beyond just roads and/or streets. With such target in mind, it is VMCs endeavor to develop few Corridors, further implement-showcase-

learn and then simultaneously replicate on identified corridors in Vijayawada. Accordingly, the consultant is required to initially assess existing conditions of the corridor by performing all the necessary surveys, situational analysis of the selected corridors to come up with an “urban design” which provides priority to different modes shown in figure below. Pedestrian facilities are to be given the priority followed by facilities for bicyclists, public transport and private vehicles.

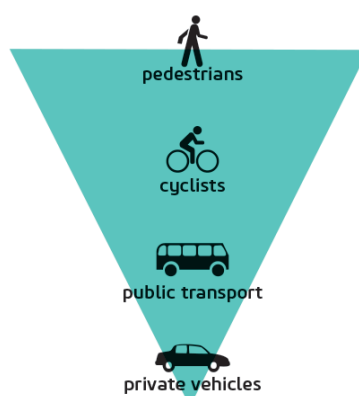


Figure 1: Priority in transport

Objectives of Corridor Development

The main objectives are:

- a) Improvement of urban corridors to meet international standards;
- b) Provide the citizens the balanced higher end service levels;
- c) Enhanced safety within the corridors;
- d) Enhanced Operation and Maintenance Mechanism; and,
- e) Implementation and Learnings.

Benefits of Corridor Development

The Corridor Development is envisaged to provide the following benefits:

- a) Uniformity in carriageway width from one junction to another junction, to allow smooth traffic flow;
- b) Improvement of Junctions and its operations in commensuration with the traffic requirements;
- c) Appropriate type of pavements (Flexible, Rigid or Other advantageous type) in place to provide better life cycle utility, consistent riding quality and safety;
- d) Priority to non-motorized transport (pedestrians and bicyclists);
- e) Smart street scape facilitating continuous walkways for pedestrians yet accommodating preservable trees etc.;
- f) Provision of dedicated space/ ducts below footpaths for essential utilities which require regular maintenance will avoid damage to the roads;
- g) Proper storm water drainage system will prevent ponding on the streets; and,
- h) Provision of adequate parking bays on roads will prevent circuitous roads by motorists to find parking space. This in turn will improve traffic operations
- i) Well landscaped roads will enhance the aesthetics of the corridors and city.

The services are required in two parts and the time-line for the accomplishment of various activities will be as follows:

Part A: Detailed Project Report Preparation	
1 month	Feasibility study and finalisation of Road Corridors
3 months	For Detailed Project Report Preparation study.
1 month after DPR	Preparation of Bid Document (RFP)
1 months after RFP	Assistance in bid process management, Evaluation and pre-construction activities.

B. SCOPE OF SERVICES IN BRIEF

Specific Terms of Reference for the services is provided in **Attachment 1**. In this context, the consultant's responsibilities will, inter-alia, include the following:

Preparation of Detailed Project Report & Bid Documents for Road Corridor Improvements in Vijayawada for about a length of 30 km approx.:

The consultant shall prepare Detailed Project Report for the selected corridors with focus on urban redesign, junction operation improvements and infrastructure facilities for smooth flow of traffic with due consideration to the following (but not limited to):

- a) Road Inventory studies (including road side amenities, ingress and egress to and from the abutting properties) and evaluation of existing pavement along the corridor;
- b) All relevant and required surveys like traffic, topographic, engineering investigations, environmental and social shall be undertaken;
- c) Develop Concept plan and the design standards based on prevailing best and sound engineering practices and considering national/international standards;
- d) Carry out alternative analyses on design solutions, integrate environmental and road safety aspects and prepare the most suitable design solutions.
- e) Design Corridor/s improvements by incorporating, standard lane widths, geometry, design of intersections (at grade), drains, utility ducts and crossings, proper signs, lane marking, night safety, standard pedestrian facilities (along/across), parking facilities (off street/on street), bus stops/ bays, IPT bays/ stands, cycle lanes, Road signage/ marking, ITS/ HTMS facilities, provision to improve road safety, landscape by considering environmental and social impacts and its mitigations.
- f) Undertake Cost estimates and Economic Analysis.
- g) Suggestion of Operation and maintenance plan and Mechanism;
- h) Preparation of suitable bidding / Tender document with implementation schedule by contract packages in a manner suitable for bidding and timely implementation with quality.
- i) Assistance during tender call and bid evaluation

- j) The consultant shall prepare walk through presentation (3D View) for any two larger stretches duly showing the existing status of the road and anticipated development to the National/International standards as per the scope of the project

Approval by the Employer

The Consultant will be required to obtain specific approval of the Employer before taking any of the following actions that are specified in the General Conditions of Contract: Approving the subcontracting of any parts of the Works

- Issuing variation order
- Approving extension time
- Fixing new rates for works or other items
- Suspension of the contract

C. DURATION OF SERVICES

The total duration of the services as estimated 6 months which includes the following

Part A: Detailed Project Report Preparation	
1 month	Feasibility study and finalisation of Road Corridors
3 months	For Detailed Project Report Preparation study.
1 month after DPR	Preparation of Bid Document (RFP)
1 months after RFP	Assistance in bid process management, Evaluation and pre-construction activities.

D. DATA, FACILITIES AND RESOURCES TO BE PROVIDED BY THE EMPLOYER

The following and any other similar data that is available shall be provided by the VMC.

- a) Based on availability, Information in respect of existing road inventories including data on pavement history and condition, traffic statistics and road accident statistics, geographical maps of district including category of road thereon. However, consultant will be required to collect any necessary information, conduct necessary survey which is not available with VMC and will be responsible for any translation of documents and for processing of all data.
- b) Consultants will also be responsible for setting/maintaining their own office, local travel and other logistics for undertaking this project at their own expenses.

E. PROCEDURE FOR REVIEW OF REPORTS AND SERVICES

For Part A - The Review Committee will review the reports submitted by the Consultant and performance of services, give suggestions and modifications, if any, and would be sole authority to approve the reports/works. Review Committee may also hold meeting with the

Consultant as necessary to discuss reports submitted and review the progress etc. Moreover, the review committee will designate peer reviewers/ filed engineers to undertake joint ground truthing visits at the design / report acceptance stage to review the constructability of the engineering design.

For Part-B – The review committee will take meeting at least once in a month with Consultants upon submission of monthly progress/ quarterly progress report as required.

F. KEY POSITIONS AND RELEVANT EXPERIENCE

Part A of the Services: The following key professionals are expected to form the team for undertaking the consultancy services for undertaking the scope of Services:

Table 1: Key Professionals

Sl. No	Key Position	Professional Experience	Specific Expertise
1.	Team Leader / Transportation Engineer/ Planner	Minimum experience of not less than 20 years in Transportation. Recent experience in similar projects in past 5 years will be advantageous	Person shall have master's degree in Transportation Engineering/Planning from an accredited college or university. Shall have experience as Team Leader/Project Manager in transport planning assignments of similar magnitude and nature. Should have experience as Team Leader in formulation of transport strategy and investment program covering all modes in major city with population more than 1 million.
2.	Senior Traffic Engineer	Minimum 15 years of experience in Urban Transport Infrastructure projects.	Person shall have master's degree in transportation Engineering/Planning from an accredited college or university. Should have worked for at least two (2) similar assignments in urban area as traffic engineer in last 5 financial years is necessary.
3.	Urban Designer	Minimum 7 years of experience as an architect/Urban Designer	Person shall have at least Master's degree in architecture/ Urban Design/ Urban Planning from any accredited college or university. Should have worked for at least two (2) similar assignments in urban area in last 5 financial years is necessary.

Sl. No	Key Position	Professional Experience	Specific Expertise
		in similar assignment	
4.	Survey Expert	Minimum 7 years of experience in civil/traffic engineering projects as survey expert	Person shall have bachelor's degree in civil engineering/ surveying from accredited college/university. Should have experience in surveying with sophisticated equipment and surveying expertise in urban areas, junctions and road alignment in last 5 financial years is necessary.
5.	Traffic/Transportation Engineer	Minimum 7 years of experience as Traffic/Transportation Engineer in Urban areas	Person shall have master's degree in transportation Engineering with graduation in civil engineering from an accredited college/university. Should have worked on at least two similar assignments in geometric design in junction or corridor improvement and flyover design etc. in urban areas as Traffic/Transportation Engineer in last 5 financial years is necessary.
6.	Utility Design Engineer	Minimum 10 years of experience in Infrastructure/ utility design in Urban areas.	Person shall have bachelor's degree in civil engineering from accredited college/university. Should have worked on at least two similar assignments as designer in Utility/ Infrastructure in urban roads /areas in last 5 financial years is necessary.
7.	Bridge/Structural Engineer	Minimum 7 years of experience in design of bridge/structures.	Person shall have bachelor's degree in civil engineering from accredited college/university. Should have worked on at least two similar assignments as designing of major/minor bridges, VUP, PUP, PSC Girders, solid slabs, wall type sub structures, open foundations, steel girders, etc., in last 5 financial years is necessary.
8.	Quantity Surveyor	Minimum 10 Years of experience as quantity surveyor in urban areas	Person shall have bachelor's degree in civil engineering from accredited college/university. Should have experience in preparation detailed BOQs and rate analysis for at grade road improvement, flyovers, etc., in last 5 financial years is necessary.
9.	Geo-technical Engineer or Material Engineer	Minimum 7 years of experience in Highways and Urban Roads	Person shall have bachelor's degree in civil engineering from accredited college/university. Should have worked on at least two similar assignments as Geo-Technical/Material engineer. Thorough knowledge on modern techniques of materials investigation and laboratory testing is

Sl. No	Key Position	Professional Experience	Specific Expertise
			essential in last 5 financial years is necessary. The candidate must have wide experience on designs using alternative and local materials, in designing pavement structures and in preparing specifications for construction materials.
10.	Road/ Pavement Engineer	Minimum 10 years in high quality Highways and Urban roads	The person shall have a master's degree in Highway/Pavement Engineering. Should have worked for at least two similar assignments as road/pavement design engineer for urban roads in last 5 financial years is necessary. He would be responsible for the planning, layout of pavement design such as rigid pavement, white topping, Flexible pavement for urban roads, drainage systems, safety measures, access control measures, wayside amenities, such as rigid pavement, white topping, Flexible pavement for urban roads.
11	Landscape Architect	Minimum 5 Years of experience as architect for urban projects as land-scape architect	Person shall have at least Urban Design/Landscape Architecture with graduation in from any accredited college or university. Should have worked for at least two similar assignments as design architect for designing of Landscapes/ urban development/Urban Transportation projects in last 5 financial years is necessary.
12.	Environmental Specialist	Minimum 10 Years of experience as environmental engineer/planner for projects in urban areas	Person shall have at least Master's degree in environmental planning /Engineering from any accredited college or university. Should have worked for at least two similar assignments as environmental engineer on Environmental evaluation and preparation of EIA reports for Urban Transportation projects in last 5 financial years is necessary.
13.	Transport Economist cum Financial Expert	Minimum 10 Years of experience in Transport Infrastructure covering experience in PPP, Transportation projects in urban area.	Person shall have a master's degree in economics/finance. Should have worked for at least two similar assignments/ transport studies/plans as Transport Economist in urban areas in last 5 financial years is necessary. Experience in working out Transport Economics and preparation of Economic/ Financial models for Urban Transport projects. Experience in developing various PPP models is must.

Sl. No	Key Position	Professional Experience	Specific Expertise
14.	Procurement\Contract Expert	Minimum 15 Years of experience as civil engineer in procurement/tendering/contracting road/transportation projects in urban areas	Person shall have Master/higher in contract management/tender procurement with Civil engineer. Should have worked for at least two similar assignments in preparing bid documents for urban road transport infrastructure under Item rate, EPC/Annuity mode, public procurement in last 5 financial years is necessary.
15	ITS/ICT Expert	Minimum 10 Years of experience in transportation projects and ITS/ITC applications	Person shall have bachelor's degree in Engineering. With any specialization in Civil/Mechanical/Electrical/Electronics/Computers/Instrumentation/InformationTechnology/Planning from accredited college/university. The person should be involved in minimum two (2) assignments as an ITS/ICT expert for developing the traffic signaling/ICT assignments, etc., involved in designing of system architecture, integration with other modes, etc., in last 5 financial years is necessary.

For undertaking consultancy Services of the project which are unique in nature, in terms of Corridor Improvement Plan, it is expected that Consultants shall deploy (about 60 person-months of input) of various Key Positions as provided in table above with adequate Technical support staff from various disciplines as Project Preparation efforts overlap.

In providing these services, the consultant is encouraged to use an optimal mix of highly qualified & experienced local technical resources and professional who have national experience in similar concept and project in urban areas in India. In all such circumstances, however, the consultant bears total responsibility for the quality of output of any such arrangements, and for the timely and effective integration of such outputs into the overall requirements under these services. The consultant thus retains total direct responsibility for developing the standards, utility shifting assessment, design parameters and technical specifications, and bid documents. Accordingly, the consultant shall provide staffing resources of demonstrably sound and extensive

expertise, in the planning and design of major road projects involving high traffic levels and based on high design standards.

Table-1 Core Team

Sl. No	Key Position	Man Months
1.	Team Leader /Transportation Planner/Engineer	6
2.	Senior Traffic Engineer	6
3.	Urban Designer	4
4.	Survey Expert	4
5.	Traffic/Transportation Engineer	5
6.	Utility Design Engineer	4
7.	Bridge/ Structural Engineer	4
8.	Quantity Surveyor	4
9.	Geo-technical Engineer or Material Engineer	4
10.	Road/Pavement Expert	4
11.	Landscape Architect	3
12.	Environmental Specialist	3
13.	Transport Economist cum Financial Expert	3
14.	Procurement\Contract Expert	3
15.	ITS/ITC Expert	3

G. REPORTING/DELIVERABLE REQUIREMENT

1. All reports, documents and drawings are to be submitted separately. The analysis of data and the design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data and model relationships used in the reports shall be indicated with complete details for easy reference.

2. Project deliverables shall be as follows:

Corridors Inspection / Appreciation Report: On commencement of the Consultancy, the Consultant shall prepare and submit Corridors Inspection / Appreciation / Feasibility Report in one month. The Report shall consist existing corridor details. This includes road inventory and pavement condition, critical issues if any along with proposed preliminary corridor wise development concepts.

Corridor Concept Development Plan: This report will present the project background, details of progress of surveys and investigations, maps, charts and diagrams showing locations and details of existing features and the essential features of Concepts/improvement and upgradation based on traffic analysis and forecast, engineering surveys and investigation, formulation of improvement proposals, design standards, corridor development /design concepts and improvements cost, based on block cost estimates. This report should submit in one & half months of initiation of the study.

Report on Draft Corridor Development Plan (Draft DPR): The basic data obtained from the field studies and investigations and input data used for the preliminary design shall be submitted as draft corridor development plan (Draft DPR). This report includes details covering Designs, Engineering, Technical Specifications, Safety, Environmental and Management aspects and BOQ's, Rate Analysis, and all relevant drawings. This report should submit in three months of initiation of the study.

Report on Final Corridor Development Plan (Final DPR): The final corridor development plan report consisting of, corridor improvement plan, which is to include Design report, Drawings and BOQs, Safety, Economic Analysis incorporating all revisions deemed relevant following receipt of the comments from VMC on the draft DPR. This report should submit in four months of initiation of the study.

Bid Document: Consultant shall prepare bid document as per the requirement of VMC followed by the guidelines of government. This report should be submitted within five months (based on approval Final DPR submitted)

Bid Process and Evaluation Report: Consultant shall assist VMC in evaluation and shortlisting of contractor till the contract period ends.

3. All reports should be submitted in 2 (Two) -hard copies (One Black & white) and soft copy if required by the Employer.

H. PAYMENT SCHEDULE

1. The Consultant will be paid consultancy fee based on the per km cost as per the agreed deliverables for the assignment. The payment schedule as below:

Deliverables and Payment schedule

Sl.no	Key Deliverables of the Project	Time Frame	Payment % of Total
1	On Submission of Corridor Inspection/Appreciation Report/Feasibility Report	DOA + 30 Days	10%
2	On Submission of Corridor Concept Development Plan	DOA + 45 Days	20%
3	On Submission of Report on Draft Corridor Development Plan (Draft DPR)	DOA + 90 Days	30%
4	On Submission of Report on Final Corridor Development Plan (Final DPR)	DOA + 120 Days	25%
5	On Submission of Bid Document	DOA + 150 Days	10%
6	On Submission of Bid Process & Evaluation reports	DOA + 180 Days	5%

Note:

- Date of commencement of the work program will be the date of agreement (DOA) or any other mutually agreed day
- Payment will be release upon approval of the stage
- Days excluding the approval

Attachment 1

TERMS OF REFERENCE

Background:

Government of Andhra Pradesh intends to have minimum maintenance and trouble-free roads in Vijayawada with the idea of having roads that provide better riding quality for longer duration. Under the direction of Government of Andhra Pradesh State, Vijayawada Municipal Corporation (VMC) has taken up development of about 30 km approx. of road corridors as Corridors in Vijayawada City in an effort towards transformation of Vijayawada as Global City. The indicative corridors are listed below.

Sl. No.	Name of the Corridors (Indicative)
1	MG Road (PCR junction – Auto Nagar Bus stand)
2	Eluru Road (Old RTC Bus-stand – Nidamanuru Junction)
3	Railway Station Road – Nuzuvid Road
4	Gollapudi Y Junction Road (Vijayawada Bypass Road)
5	Gollapudi Bypass Road – Part Section (Sitara Bus stop to Milk Factory Road)
6	Singh Nagar – Nunna Road (Nuzuvid Road)
7	BRTS Road
8	Sambhamurthy Road
9	K.T Road
10	Christurajpuram Road

Road network length for Corridor Improvement is tentatively considered as 30 km approx., it may vary as per the feasibility study and finalization of Road Corridors.

Preparation of Detailed Project Report & Bid Documents for Road Corridor Improvement Plans (CIPs)

The tasks to be executed by the consultant under this activity will include, but not be limited to, those set out below. In carrying out this component of the consultancy, it is expected that the consultant will make extensive use of current computer-based survey and design techniques, for both road and structural works, and will base the design work on current international practices for the type of road works. The consultant will not limit the type of construction to what is currently available or practiced in India. The designs will be based upon Design Basis Report (DBR) prepared by the consultant in accordance with a recognized national/international standard. Structural loadings will be as defined by the Indian Roads Congress for facilities of this type and DBR as agreed by the VMC. Engineering design will adequately address the issues usually experienced during construction including traffic safety and work zone safety management.

- a. As far as possible, the widening/improvement work shall be within the existing right of way avoiding land acquisition, except for locations having inadequate width and where provisions of alignment corrections, improvement of intersections are considered necessary and practicable and cost effective.
- b. Environmental Management Action Plan shall be prepared by the Consultant meeting the requirements of the Standard Indian guidelines.
- c. Green cover may be considered in design of road corridors to act as screening between carriage way, footpath and cycle track that will also improve shade, reduce temperatures in the road corridor and may result in overall micro climate.
- d. Wherever required, consultant will liaise with concerned authorities and arrange all clarifications. Wherever required, the consultant will map all underground and above ground utilities, assist the VMC staff to get these maps endorsed by the utility agencies and prepare utility relocation maps in congruence with the detailed engineering plans.
- e. Consultant shall examine suitability of all new materials / technologies accredited by IRC, approved/ accredited in the country of origin and those based on best global practices in the industry and their suitability with respect to Indian conditions, their initial cost and life cycle cost.
- f. All surveys and investigations shall be carried out on all the road corridors.
- g. Consultants needs to design the identified road corridors as Urban Road Corridors along with necessary infrastructure elements considering the future demand requirements and adequate space provisions for future Public Transit Corridors.
- h. Bid documents and drawings shall be prepared.

I. GENERAL

General Scope of Services shall cover but be not limited to the following major tasks:

- i. review of all available reports and information about the project road and the project influence area;
- ii. Detailed reconnaissance survey;
- iii. identification of possible improvements in the existing alignment and proposed Master Plan RoW;
- iv. traffic studies including traffic surveys and demand forecasting for next twenty years;
- v. Inventory and condition surveys for bridges, cross-drainage structures and drainage provisions;
- vi. detailed topographic surveys using Total Stations and DGPS;

- vii. pavement investigations;
- viii. Road Corridor identification and potential cycle track corridors, junction improvements
- ix. Detailed design of all road geometric aspects such as x-sections, horizontal and vertical alignment and design of high embankment, turning radius, street furniture.
- x. identification of the type, traffic analysis and the design of major and minor intersections along with traffic signal cycle times (if signals are warranted) in the selected corridors;
- xi. Design of complete storm water drainage system, utility duct and disposal point for storm water along with multi-function zone all along the selected corridors.
- xii. Preparation of traffic management plans along the corridors, safety and work zone safety plans, corresponding items of works, specifications etc.
- xiii. economic analysis;
- xiv. Contract packaging and implementation schedule.
- xv. strip plan indicating the scheme for carriageway widening, location of all existing utility services over ground and the scheme for their relocation, trees to be felled and land acquisition requirements
- xvi. Preparation of detailed project report, cost estimate, drawings, rate analysis, detailed bill of quantities, bid documents for execution of civil works.
- xvii. While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by various bodies/ departments, should be considered. Such aspect should be clearly brought out in the reports and drawings.
- xviii. Assessment of utility shifting requirements and costs estimations.
- xix. Utilities Duct: The Consultant shall suggest the relevant best practices, feasible strategy for utility duct provision and provide design based upon the decision of the authority.

II. REVIEW OF DATA AND DOCUMENTS

1. The Consultants shall collect the available data and information relevant for the Study. The data and documents of major interest shall include, but not be limited to, the following:
 - i. road inventory
 - ii. road condition, year of original construction, year and type of major maintenance/rehabilitation works;

- iii. detailed of sanctioned / on-going works;
- iv. study of structures
- v. available historical data on classified traffic volume;
- vi. available origin-destination and commodity movement characteristics;
- vii. available speed and delay characteristics;
- viii. available vehicle loading behaviour (axle load spectrum),
- ix. Type and location of existing utility services (e.g. Fibre Optical Cable, O/H and U/G Electric, Telephone line, Water mains, Sewer, Trees etc.)
- x. Environmental setting of the project road.

III. SURVEYS AND INVESTIGATIONS:

Traffic Surveys

All traffic surveys and studies need to be carried out as outlined here under and preferably Videography survey is to be conducted (raw data need to be submitted).

Number and Location of Survey Stations

1. The type of traffic surveys and the minimum number of survey stations shall normally be as under, unless otherwise specifically mentioned
2. The numbers of survey locations indicated in the table are indicative only. The Consultants shall, immediately upon award of the work, submit to VMC proposals regarding the total number as well as the locations of the traffic survey stations as part of inception report.
3. The methodology of collection and analysis of data, number and location of traffic survey stations shall be finalised in consultation with VMC. Including surveys for assessment of utility shifting requirements and costs estimations.

Sl. No.	Description	Minimum Number of Survey Stations per Road Section
		Project Road
1.	Classified Traffic Volume Count	Minimum 2 locations
3.	Intersection Volume Count	All Major Intersection
4.	Speed-Delay Characteristics	Local Mobility Corridors
5.	Pedestrian/animal cross traffic count	All major inhabitations along the highway
6.	Parking Surveys	Minimum 2 locations based on length of road section

Classified Traffic Volume Count Survey at Mid blocks

1. The classified traffic volume count surveys shall be carried out for a period of one days (24 hours) typical working day at the selected survey stations. The vehicle classification system as given in relevant IRC code may be followed. However, the following generalized classification

system is suggested in view of the requirements of traffic demand estimates and economic analysis:

Motorized Traffic		Non-Motorized Traffic
2-Wheeler		Bi-Cycle
3-Wheeler		Cycle-Rickshaw
Passenger Car		Animal Drawn Vehicle (ADV)
Taxi Car		Hand Cart
Bus	Mini Bus, Standard Bus	Others
LCV	LCV-Freight	
Truck	MCV: 2-Axle Rigid Chassis	
	HCV : 3-Axle Rigid Chassis	
	Multi-Axle Trucks	

2. All results shall be presented in tabular and graphical form. The survey data shall be analysed to bring out the hourly and daily variations. The salient features of traffic volume characteristics such as peak hour duration, demand, Volume to capacity ratio as per IRC guidelines shall be brought out and variations if any, from the traffic census.

3. Identify all the secondary roads connecting the project corridors, where the traffic volumes are expected to increase more than 20% due to improved project roads with a view to assess the cumulative impacts (such as road safety, impacts on community, etc.) and factor necessary mitigation measures.

4. Inferences of the analysis.

Turning Movement Surveys at Major Intersections

1. The turning movement surveys (16 Hours) for estimation of peak hour traffic for the design of major intersections shall be carried out for the Study. The details regarding composition and directional movement of traffic shall be furnished by the Consultant.

2. The methodology for the surveys shall be as per IRC: SP: 41-1994. The details including location and duration of surveys shall be finalized in consultation with VMC.

3. The salient features of turning movement characteristics such as peak hour duration, demand, Volume to capacity ratio as per IRC guidelines shall be brought out and variations if any, from the traffic census.

4. The data derived from the survey should be analysed to design the major junctions along with traffic signals identify requirements of suitable remedial measures.

Speed-Delay Surveys

1. The Consultants shall carry out appropriate field studies such as moving car survey to determine running speed and journey speed. The data should be analysed to identify sections with typical traffic flow problems and congestion. The objective of the survey would be to recommend suitable measures for segregation of local traffic, smooth flow of through traffic and traffic safety. These measures would include the improvement of at-grade intersections

such as intersection area, road markings, signages, etc., provision of bypasses, under-passes, fly-overs, interchanges, grade-separated intersections.

Pedestrian cross traffic surveys:

1. These surveys must be conducted to establish requirement of cross pedestrian crossings keeping overall safety as top most priority. Such surveys shall be conducted at all settlements, commercial areas (including seasonal agricultural markets, weekly markets, etc.), road intersections, sensitive land uses like educational institutes, religious places, etc. Further, at select locations, parallel pedestrian movement counts need to be undertaken for assessment of footpath facilities.
2. The salient features of pedestrian traffic volume characteristics such as peak hour duration, demand, Volume to capacity ratio as per IRC guidelines shall be brought out and variations if any, from the pedestrian traffic census.

Parking Survey

1. The Consultants shall carry out appropriate field studies to estimate parking requirement and identify existing parking spaces and potential parking spaces along and any vicinity of the road corridor.
2. The salient features of parking volume characteristics such as peak hour, demand, Volume, cumulation, loading, etc., as per IRC guidelines shall be brought out and variations if any, from the parking census.

Traffic Demand Estimates

1. The consultants shall make traffic demand estimates and establish possible traffic growth rates in respect of all categories of vehicles, considering the past trends, annual population and real per capita growth rate, elasticity of transport demand in relation to income and estimated annual production increase. The other aspects including socio-economic development plans and the land use patterns of the region having impact on the traffic growth, the projections of vehicle manufacturing industry in the country, development plans for the other modes of transport.
2. Traffic projections should be based on sound and proven forecasting techniques.
3. Traffic forecast thus made shall form the basis for the design of each pavement type and other facilities/ancillary works.

ENGINEERING SURVEYS AND INVESTIGATIONS

Reconnaissance survey

1. The Consultants should make an in-depth study of the available land width (ROW) topographic maps, satellite imageries of the project area and other available relevant

information such as Master Plan proposed Right of Way (RoW), etc., to be collected by them concerning the existing alignment. Consultant themselves has to arrange and develop the required maps and the required information from the potential sources. Consultant should make efforts for minimizing land acquisition.

2. The detailed ground reconnaissance may be taken up immediately after the studying the available maps and other data. The primary tasks to be accomplished during the reconnaissance surveys include, but not limited to the following:

- i. Topographical features of the area;
- ii. Typical physical features along the existing road within and outside ROW
- iii. Preliminary identification of improvement requirements including treatments and measures needed for the crossroads;
- iv. Existing drainage conditions
- v. Type and extent of existing utility services along the alignment (within ROW).
- vi. Identify the existing encroachments, temporary and permanent structures falling within existing RoW.

3. The data obtained from the reconnaissance surveys should be compiled and submitted in form of report.

Topographic Surveys

1. The basic objective of the topographic survey would be to capture the essential ground features along the alignment in order to consider improvements and for working out improvements, rehabilitation and upgrading costs. The detailed topographic surveys should normally be taken up after the completion of reconnaissance surveys.

2. The carrying out of topographic surveys will be one of the most important and crucial field tasks under the project. The detailed field surveys shall be carried out using high precision instruments i.e. Total stations/DGPS. The data from the topographic surveys shall be available in (x, y, z) format for use in a sophisticated digital terrain model (DTM). The Consultants would be fully responsive for any inaccuracy in surveys.

3. The detailed field surveys would essentially include the following activities:

- i. Topographic Surveys along the Existing Right of Way (ROW): Running a continuous open Traverse along the existing road and realignments, wherever required, and fixation of all cardinal points such as horizontal intersection points (HIP's), centre points and transit points etc. and properly referencing the same with a pair of reference pillars fixed on either side of the centre-line at safe places within the ROW.
- ii. Collection of details for all features such as structures (bridges, culverts etc.) utilities, existing roads, electric and telephone installations over ground), huts, buildings, fencing and trees (with girth greater than 0.23 metre) oil and gas lines etc. falling within the extent of survey.

4. The width of survey corridor will generally be as given under (Master Plan proposed RoW):
 - i. The width of the survey corridor should consider the layout of the existing alignment including the extent of embankment and cut slopes and the general ground profile. While carrying out the field surveys, the widening scheme (i.e. right, left or symmetrical to the centre line of the existing carriageway) should be taken into consideration so that the topographic surveys cover enough width beyond the centre line of the proposed divided carriageway. Normally the surveys should extend full width of ROW.
 - iii. The width of the surveyed corridor will be widened appropriately where developments and / or encroachments have resulted in a requirement for adjustment in the alignment, or where it is felt that the existing alignment can be improved upon through minor adjustments.
 - iv. Where existing major roads cross the alignments, the survey will extend a minimum of --100 m either side of the road centre line and will be of enough width to allow improvements, including at grade intersection to be designed.
5. The surveyed alignment shall be transferred on to the ground as under:
 - i. Reference Pillar and Bench Mark / Reference pillar of size 15 cm X 15 cm X 45 cm shall be cast in RCC of grade M 15/ pre-cast with a rod fixed in the centre of the top surface. The reference pillar shall be embedded in concrete up to a depth of 30 cm with CC M10 (5 cm wide all around). The balance 15 cm above ground shall be painted yellow. The spacing shall be 500m apart, in-case Bench Mark Pillar coincides with Reference Pillar, only one of the two need be provided.
 - ii. Establishing Bench- marks at site connected to GTS Bench marks at an interval of 500 meters on Bench- marks pillar made of RCC as mentioned above with RL and BM No. marked on it with red paint.

Longitudinal and Cross-Sections

The topographic surveys for longitudinal and cross-sections shall cover the following:

- i. Longitudinal section levels along final centre line at every 10 m interval, at the locations of curve points, small streams, and intersections and at the locations of change in elevation.
- ii. Cross sections at every 10 m interval in full extent of survey covering enough spot levels on existing carriageway and adjacent ground for profile correction course and earth work calculations. Cross sections shall be taken at closer interval at curves.
- iii. Longitudinal section for cross roads for length adequate for design and quantity estimation purposes.
- iv. Longitudinal and cross sections for major and minor streams as per recommendations contained in IRC Special Publication No. 13 (Guidelines for the

Design of Small Bridges and Culverts) and IRC:5 (“Standard Specifications & Code of Practice for Road Bridges, Section 1 - General Features of Design”).

Road and Pavement Investigations

The Consultants shall carry out detailed field studies in respect of road and pavement. The data collected through road inventory and pavement investigations should be enough to establish pavement strategies.

Road Inventory Surveys

1. Detailed road inventory surveys shall be carried out to collect details of all existing road and pavement features along the existing road sections. The inventory data shall include but not limited to the following:

- i. Terrain (flat, rolling, mountainous);
- ii. Land-use (agricultural, commercial, forest, residential etc) @ all along the corridor.
- iii. Carriageway width, surfacing type @ every 100m and every change of feature whichever is earlier;
- iv. Shoulder surfacing type and width @ every 100m and every change of feature whichever is earlier;
- v. Horizontal curve; vertical curve
- vi. Road intersection type and details, at every occurrence;
- vii. Retaining structures and details, at every occurrence;
- viii. Location of water bodies (lakes and reservoirs), at every occurrence; and,
- ix. Land width i.e. existing and Master Plan proposed Row
- x. Culverts, bridges and other structures (type, size, span arrangement and location)
- xi. Roadside arboriculture
- xii. Existing utility services on either side within row.
- xiii. General drainage conditions
- xiv. Design speed of existing road
- xv. Assessment of utility shifting requirements.

Pavement Investigation

Pavement Composition

- i. The data concerning the pavement composition shall be collected from VMC; however, the consultants shall make trial pits to ascertain the pavement composition. The test pit interval for a length of 500m staggered interval.
- ii. For each test pit, the following information shall be recorded:

- Test pit reference (Identification number, location); pavement composition (material type and thickness); and subgrade type (textural classification) and condition (dry, wet).

Road and Pavement Condition Surveys

- i. Detailed field studies shall be carried out to collect road and pavement surface conditions. The data should generally cover:
 - pavement condition (surface distress type and extent);
 - shoulder condition;
 - embankment condition; and
 - drainage condition

Pavement

- cracking (narrow and wide cracking), % of pavement area affected;
- ravelling, % of pavement area affected;
- potholing, % of pavement area affected;
- edge break, length (m); and,
- rut depth, mm

Shoulder

- Paved: Same as for pavement
 - Unpaved: material loss, rut depth and corrugation,
 - Edge drop, mm.
- ii. The objective of the road and pavement condition surveys shall be to identify defects and sections with similar characteristics. All defects shall be systematically referenced, recorded and quantified for the purpose of determining the mode of rehabilitation.
 - iii. The pavement condition surveys shall be carried out using visual means. Supplemented by actual measurements and in accordance with the widely accepted methodology (AASHTO and IRC Publications) adapted to meet the study requirements. The measurement of rut depth would be made using standard straight edges.

Drainage

- General condition
- Connectivity of drainage turnouts into the natural topography

Pavement Structural Strength

- i. The Consultant shall carry out structural strength surveys for existing pavements **using**

BBD with the procedure given in IRC:81-1997 / **Falling Weight Deflectometer (FWD)** in accordance with IRC: 115-2014 or IRC: 117-2015 as the case may be

Hydraulic and Hydrological Investigations The hydrological and hydraulic studies shall be carried out in accordance with IRC Special Publication No. 13 (“Guidelines for the Design of Small Bridges and Culverts”) and IRC: 5 (“Standard Specifications & Code of Practice for Road Bridges, Section I General Feature of Design”). These investigations shall be carried out for all existing drainage structures along the road sections under the study.

The Consultants shall collect information on high flood level (HFL), low water levels (LWL), discharge velocity etc. from available past records, local inquiries and visible signs, if any, on the structural components and embankments. Local inquiries shall also be made about the road sections getting overtopped during heavy rains.

Material Investigations

- i. The Consultants shall identify borrow areas with the coordination of concerned department.
- ii. The Consultants shall make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works.
- iii. The Material Investigation aspect shall include preparation and testing of bituminous mixes for various layers and concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to latest MoRT&H specification.

Design Standards

The Consultants shall evolve Design Standards and material specifications for the Study in the form of (Design Basis Report [DBR]) primarily based on IRC publications, MoRT&H Circulars and relevant recommendations of the international standards for approval by VMC.

The Design Standards evolved for the project shall cover all aspects of detailed design including the design of geometric elements, pavement design, traffic safety and materials.

Geometric Design

- i. The design of geometric elements shall, therefore, take into account the essential requirements of such facilities.
- ii. Based on the data collected from reconnaissance and topographic surveys, the sections with geometric deficiencies, if any, should be identified and suitable measures for improvement should be suggested for implementation.
- iii. The possible causes (such as poor geometric features, pavement condition etc.) of

accidents should be investigated into and suitable cost-effective remedial measures suggested for implementation.

- iv. The detailed design for geometric elements shall cover, but not be limited to the following major aspects:
 - horizontal alignment;
 - Longitudinal profile;
 - Cross-sectional elements
- v. The consultants shall make detailed analysis of traffic flow and level of service for the existing road and workout the traffic flow capacity for the improved project road. The analysis should clearly establish the widening requirements with respect to the different horizon periods taking into account special problems such as road segments with isolated steep gradients.
- vi. The Consultant shall also prepare details for at-grade major & minor junctions, turning movement characteristics, level of service, overall economy and operational safety. The consultant shall provide functional landscape designs at all junctions including landscaping elements such as street furniture, green spaces, appropriate signage, channelizing pedestrian movements, etc.

Pavement Design

- i. The detailed design of pavement shall involve:
 - strengthening of existing road pavement, design of the new widening pavement, design of shoulders, reconstruction of roads, etc.
- ii. The design of pavement shall primarily be based on IRC publications.
- iii. The design of pavement shall be rigorous and shall make use of the latest Indian and International practices.
- iv. For the design of pavement, each set of design input shall be decided on the basis of rigorous testing and evaluation of its suitability and relevance in respect of in-service performance of the pavement. The design methodology shall accompany the design proposals and shall clearly bring out the basic assumptions, values of the various design inputs, rationale behind the selection of the design inputs and the criteria for checking and control during the implementation of works. In other words, the design of pavement structure should take due account of the type, characteristics of materials used in the respective courses, variability of their properties and also the reliability of traffic predictions. Furthermore, the methodology adopted for the design of pavement shall be complete with flow charts indicating the various steps in the design process, their interaction with one

another and the input parameter required at each step.

- v. For the design of overlays for the existing pavement, the strengthening requirement shall duly take into account the strength of the existing pavement vis-à-vis the remaining life. The overlay thickness requirements shall be worked out for each corridor with respect to condition, strength and sub-grade characteristics. The rehabilitation provisions should also include the provision of regulating layer. For existing pavement with acceptable levels of cracking, provision of a crack inhibiting layer should also be included.
- vi. The design of granular shoulder should take into account the drainage considerations besides the structural requirements.
- vii. The pavement design task shall also cover working out the maintenance and strengthening requirements and periodicity and timing of such treatments.

Drainage System

The requirement of roadside drainage system and the integration of the same with proposed cross-drainage system shall be worked out for the entire length of the project road section.

Traffic Safety Features, Road Furniture and Road Markings

The Consultants shall design suitable traffic safety features and road furniture including traffic signals, signs, markings, overhead sign boards, crash barriers, delineators etc. The locations of these features shall be given in the reports and also shown in the drawings.

Footpath, Pedestrian Crossings, Bus Bays, Parking facilities

The consultant shall select suitable sites for Footpath, Pedestrian Crossings, bus bays, parking facilities and prepare suitable separate designs in this regard. The facilities should be planned appropriately addressing project specifics.

Miscellaneous Works

The Consultants shall prepare detailed plan for the traffic management and safety and work zone safety during the construction period.

Provision for Intelligent Transport Systems

If advised and necessary, the flow of traffic shall be maintained by implementation of intelligent transport systems which can monitor the real time behavior of traffic and implement corrective adjustments automatically. The roadway corridor shall be equipped with ducts and chambers for use of various elements. ATCS and Safety/Surveillance systems must be integrated in DPR in all corridors

Environment and Social Impact Assessment

The Consultant shall undertake the detailed environmental and social impact assessment in accordance with the guidelines/standards set by the Government of India as applicable to road projects in urban areas.

Estimation of Quantities and Project Costs

- i. The Consultants shall prepare detailed estimates for and project cost for the entire project (civil packages wise), including the cost of environmental and social safeguards proposed based on MoRT&H's Standard Data Book and market rate for the 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 as defined in this TOR.
- ii. The Consultants shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly consider 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.

Economic Analysis

The Consultants shall carry out economic analysis for the project as per the standards followed for urban transport projects. The analysis should be carried out at corridor level covering each of the sections covered under this ToR. The benefit and cost streams should be worked out for the project using HDM-IV or other recognized life-cycle costing model.

The economic analysis shall consider all on-going and future road and transport infrastructure projects and future development plans in the project area.

Road Safety Measures, Traffic Control and Other Facilities

- i. Road safety issues along the corridor shall be revised based available secondary data supplied by VMC. Based on review, and its recommendations, road safety elements will be integrated in the engineering design in the form of improved intersection layout, traffic segregation arrangement for slow moving vehicles, pedestrian facilities, improved road geometrics and installation of traffic signs, road delineators, reflectorized marker pots and other traffic calming and road safety measure.
- ii. Pavement marking and sign layout plans will be prepared for safe and efficient traffic movement. Both are to be based on current international practice for roads of this type, adjusted through discussion with the VMC to suit Indian conditions.

- iii. Roadway lighting designs for sections through urban areas and other areas where lighting is required will be prepared. Lighting design is to be based on a recognized international standard.
- iv. Irrigation mechanism and details to the softscape proposed.

Integrating work zone safety aspects in the Engineering Designs and Bidding Documents

Prepare detailed checklists for work zone safety, include standalone pay items in the bill of quantities, and prepare suitable technical specifications and contract terms / clauses to address work zone safety aspects. Prepare suitable awareness and training material on work zone safety for VMC engineers, contractors and supervision consultants.

Contract Documentation, Estimates and Packaging

- a. Based on the Sample Bidding Documents, prepare draft documents for Competitive Bidding. (Instructions to Bidders, Conditions of Contract, outline Bills of Quantities with schedules, etc.) and for the technical documentation (drawings, specifications, completed Bills of Quantities, etc.).
- b. Submit bidding and post qualification documents to the VMC including bill of quantities, drawings, specifications.
- c. After receipt of comments from the VMC, prepare the final versions of the documents in the required number of copies and provide disk copies of all documents, suitable documented in a format that VMC can regularly put on its website for contractors to download as and when required.
- d. Estimates: Prepare unit cost estimates for each of the item included in the items included in the scope of work. These estimates are to be developed from the cost of basic inputs – materials, equipment, labour, together with overheads, profit, etc.
- e. After discussion with VMC, make suitable allowance for physical and price contingencies, and produce final engineering estimates for each of the contract packages. These are to be presented in the form of the final Bill of Quantities for each contract package and are to be supported by a report detailing all calculations and are to be accompanied by a disk copy suitably documented.
- f. Based on received bids, prepare an evaluation report as per Indian Standards.

ANNEX I. Consultant's Services : Lump-Sum Contract

STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

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****This is at the discretion of Authority to modify / decide about the agreement.*

CONTRACT FOR CONSULTANTS' SERVICES**Lump-Sum**

Between

[Name of the Employer]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[Note: *If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Employer”) and, on the other hand, an association consisting of the following entities, each of which will be liable to the Employer for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: **[Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*

Appendix A: Description of Services	_____ used
Appendix B: Reporting Requirements	_____ used
Appendix C: Key Personnel and Sub-Consultants	_____ used
Appendix E: Breakdown of Contract Price in Local Currency	_____ used
Appendix F: Services and Facilities Provided by the Employer	_____ used

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

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

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

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

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

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

1. “Applicable Law” means the laws and any other instruments having the force of law in India.
2. “Consultant” means any private or public entity that will provide the Services to the Employer under the Contract.
3. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
4. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
5. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
6. “GC” means these General Conditions of Contract.
7. “Government” means the Government of Andhra Pradesh.
8. “Local Currency” means the currency of the Employer’s country.
9. “Party” means the Employer or the Consultant, as the case may be, and “Parties” means both.
10. “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
11. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
12. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
13. “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
14. “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

- 1.4.1** 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 to such Party at the address specified in the SC.
- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such taxes duties, fees, and other impositions levied under the Applicable Law the amount of which is deemed to have been included in the Contract Price. At source deductions, as applicable under law shall be made.

1.8 Fraud and Corruption

If the Employer determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

1.8.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Vijayawada Municipal Corporation Ltd. investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to

¹ "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes VMC and employees of other organizations taking or reviewing procurement decisions.

² A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

³ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁴ A "party" refers to a participant in the selection process or contract execution.

prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Government of Andhra Pradesh inspection and audit rights provided for under Clause 3.8.

(vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period, if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;

1.8.2 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 fulfill 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.

1.8.3 Commissions and Fees

The Employer will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Définition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** The consultant shall not be entitled to gate any payment for his inability to perform the services.
- 2.6 Termination**
- 2.6.1 By the Employer** The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Employer shall give a not less than thirty (30) days’ written notice of termination to the Consultant.
- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.

- (c) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than ninety (90) days.
- (e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

- (a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than Ninety (90) days.
- (c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

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

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2.6.4 Document prepared by the consultant to be the property of the Employer

All the documents prepared by the consultant before the date of termination shall become and remain the property of Employer.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall always support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests The Consultant shall hold the Employer's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality Except with the prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by

the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Employer's Prior Approval** The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
 - (c) The Consultant shall submit the Monthly Work Program on 3rd day of each month along with deployment of Staff/Manpower for the same.
 - (d) The consultant shall also give certificate regarding deployment of Staff/Manpower in each previous month on 3rd day of each month to the Employer.
- 3.7 Documents Prepared by the Consultant to be the Property of the Employer**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing**
- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Government of Andhra Pradesh and/or persons appointed by the Government of Andhra Pradesh to inspect its accounts and records relating to the performance of the Contract and the submission

of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Government of Andhra Pradesh, if requested by the Government of Andhra Pradesh. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Government of Andhra Pradesh inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Government of Andhra Pradesh prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
 - (d) The Employer will deduct 5% of remuneration on every replacement of Key Personnel by the consultant.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law** Deleted

**Related to
Taxes and
Duties****5.3 Services and
Facilities**

The Employer shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT**6.1 Lump-Sum
Payment**

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A.

6.2 Contract Price

(a) The price payable in foreign currency/currencies is set forth in the SC.

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

**6.3 Payment for
Additional
Services**

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

**6.4 Terms and
Conditions of
Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC.

**6.5 Interest on
Delayed
Payments**

If the Employer has delayed payments beyond Thirty (30) days after the due date stated in the Clause SC 6.5, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH**7.1 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 realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES**8.1 Amicable
Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute
Resolution**

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

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is English.
1.4	<p>The addresses are:</p> <p>Employer:</p> <p>Commissioner Vijayawada Municipal Corporation Canal Road, Nehru Building, Vijayawada, Andhra Pradesh 520001</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Employer:</p> <p>Commissioner Vijayawada Municipal Corporation Canal Road, Nehru Building, Vijayawada, Andhra Pradesh 520001</p> <p>For the Consultant: _____</p>
2.3	The time period shall be 6 months for DPR from the date of concluding agreement

3.4	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel (b) Third Party liability insurance (c) professional liability insurance (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, 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 (e) insurance against loss of or damage to (i) the Consultant's property used in the performance of the Services, and (ii) any documents prepared by the Consultant in the performance of the Services. <p>Note: Delete what is not applicable</p>
{5.1}	<p>Note: List here any assistance or exemptions that the Employer may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."</p>
6.2(a)	<p>The amount in foreign currency or currencies is <i>None</i>.</p>
6.2(b)	<p>The amount in local currency is <i>[insert contract amount]</i>.</p>

6.4	(a)
6.5	The interest rate is zero
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> 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: <ol style="list-style-type: none"> (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 for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.
	<ol style="list-style-type: none"> (c) If, in a dispute subject to Clause SC 8.2 1. (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in Clause SC 8.2 1.(b)]</i> to appoint a sole arbitrator for the matter

	<p>in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration in force in India on the Date of Contract.</p> <p>3. <u>Substitute Arbitrators.</u> 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.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 thereof shall be an Nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p class="list-item-l1">(a) Proceedings shall, unless otherwise agreed by the Parties, be held in India.</p> <p class="list-item-l1">(b) the English language shall be the official language for all purposes; and</p>

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL

C-1 Same information as C-1 for Key local Personnel.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Other expenditures.

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

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Information/ material related to the assignment available with Vijayawada Municipal Corporation Ltd. will be made available to the consultant on demand by the consultant.

APPENDIX F - FORM OF BANK GUARANTEE

Bank Guarantee for Performance Security

To
Commissioner
Vijayawada Municipal Corporation
Canal Road, Nehru Building,
Vijayawada, Andhra Pradesh 520001

In consideration of Commissioner, Vijayawada Municipal Corporation, Vijayawada acting on behalf of the Government of Andhra Pradesh (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") a consultancy services for Preparation of Detailed Project Report for Corridors improvements in Vijayawada and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (Hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding 10 percent of Agreed contract amount.
3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit

or proceeding pending before any court or tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond/security shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing by the Authority on or before a period of two years from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority, by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

For Dated, the day of 2019,

(Name of Bank)

(Signature, Name and Designation of the
Authorized Signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.