



Request for Proposal for

**Appointment of Technical Consultant for
"Planning, Designing and Project Management Consultants for Road
Signages and Outdoor Advertisement in Vijayawada City"**

November 2019

RFP No: RC.CE – 138724 / 2019

Issued by
Vijayawada Municipal Corporation
Canal Road, Jawaharlal Nehru Buildings, Vijayawada, Andhra Pradesh

DISCLAIMER

The information contained in this **Request for Proposal document ("RFP")** or subsequently provided to Applicants, whether verbally or in documentary or any other form or on behalf of the Authority or any of its employees or advisers, 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.

This **RFP** is not an agreement and is neither an offer nor invitation 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 of their Proposals pursuant to this **RFP**. This **RFP** includes statements, which reflect various assumptions and assessments arrived at by the Authority and/or its consultant in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors or consultants to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later under the bidding documents, by the Authority and/or any of its consultant are, only indicative and for the sole purpose of making available to interested parties/Applicant's information that may be useful to them in the formulation of their proposal. Such assumptions, assessments, statements, data and information may not be complete, accurate, adequate or correct. Each Applicant should therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFP or under any report etc. referred to herein; by the Authority and/or any of its consultant] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. For avoidance of doubt, in case Applicant places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority and/or its consultant, in this RFP or under any report etc. referred to herein], then the same shall not in any manner bind/make liable the Authority and/or its consultant, to indemnify the Applicant in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Applicant on the aforesaid assumptions, assessments, statements, data and information.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any 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.

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.

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.

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.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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INTRODUCTION

1.1. Background

1.1.1. Vijayawada Municipal Corporation, Andhra Pradesh (the "Authority") intends to undertake various projects of road signages and Outdoor Advertisement for Vijayawada city under prevailing guidelines & best practices through open competitive basis.

1.1.2. With a view to inviting bids for the Project, the Authority has decided to undertake various projects of road signages and Outdoor Advertisement from a reputed consulting company. If found appropriate, Authority may award the Project to a suitable entity (the "Contractor/ Project Implementing Agency") selected through RFP. The Project would be implemented in accordance with the terms and conditions stated in the Agreement to be entered into between the Authority and the Contractor (the "Contract").

1.1.3. In pursuance of the above, the Authority has decided to carry out the process for selection of a technical consultant, to undertake various projects of road signages and Outdoor Advertisement. The Terms of Reference specified at Schedule-1 (the "TOR").

1.2. Requests for Proposal

The Authority invites proposal (the "Proposal") for selection of technical consultant (the Consultant) who undertake various projects of road signages and Outdoor Advertisement for Vijayawada city under prevailing guidelines & best practices as defined in TOR to maintain uniformity, aesthetics, decency, social character and to ensure the safety of the city in conformity with the TOR and detailed justification report along with benefits of project for placing before Authority and other competitive authorities (collectively the Consultancy). The "Authority" intends to select the Consultant through open competitive bidding i.e., RFP in accordance with procedure set out herein.

1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project Site, sending written queries to the Authority, and attending a Pre-Bid Meeting on the date and time specified in Clause – 1.9.1

1.4. Release of RFP Document, Processing Fee and Proposal Security

RFP document can be downloaded from the official website of VMC (<http://www.ourvmc.org/engg/gentenders.asp>) from **18th Nov 2019** onwards. The Applicants shall give the payment of **Rs.20,000 (Rupees Twenty thousand only)** in the form of a Demand Draft or Banker's Cheque drawn on any Scheduled Bank in India in favor of. "**Commissioner, VMC** " and payable at Vijayawada, Andhra Pradesh. The Technical Proposal and the Original DD or Original banker's Cheque shall be delivered at the address mentioned under clause 1.9.2 on or before Proposal Due Date and Time.

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 (Ninety) days from the Proposal Due Date (the "PDD").

1.6. Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and financial bids. In the first

stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of qualified applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

1.7. Schedule of Selection Process

VMC would endeavor to adhere to the following schedule:

S. No.	Event Description	Date
1	Last date for receiving queries/ clarifications	22-11-2019
2	Pre-Proposal Conference	25-11-2019 (3 PM)
3	Proposal Due Date or PDD	02-12-2019 – 3:00 PM
4	Opening of Proposals	02-12-2019 – 5:00 PM

1.8. Pre-Proposal visit and inspection of data

Prospective applicants may visit the website: <http://www.ourvmc.org/engg/gentenders.asp> review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the Project Coordinators specified below: City Planner, Jawaharlal Nehru Buildings, Canal Road, One Town, Vijayawada 520001 Tel: 9959442216 Email: ajaykumarvmc@gmail.com, pmuvmc@gmail.com ,Website: <http://www.ourvmc.org>

1.9. Communications

1.9.1. Pre-Bid Meeting

The date, time and venue of Pre-Proposal Conference shall be:

Date: 25-11-2019

Time: 3 PM

Venue: Office of the Commissioner, Vijayawada Municipal Corporation, Jawaharlal Nehru Buildings, Canal Road, Vijayawada

1.9.2. Submission of Proposal(s) in hard copy in response to this RFP through registered post/speed post/ courier or hand delivered, shall be addressed to:

The Commissioner, Vijayawada Municipal Corporation

Address: Jawaharlal Nehru Buildings, Canal Road, Vijayawada 520001.

Email: ajaykumarvmc@gmail.com, pmuvmc@gmail.com

The Applicants are advised in their own interest to ensure that completed Proposal(s) reach the office of Tendering Authority at the address mentioned well before the Proposal Due Date stipulated in the document. Proposals submitted through Speed post/Registered Post / Courier / Hand delivered will be accepted. Proposals submitted through e-mail will not be considered and summarily rejected.

Proposals received after the date and time stipulated in section 1.7 in this RFP will not be considered and shall be summarily rejected.

- 1.9.3.** The Official Website of the authority is <http://www.ourvmc.org/engg/gentenders.asp> All details including this RFP document, any Proposal Due Date extensions, clarifications, amendments ,corrigendum, etc. in respect of this notification will be uploaded only to the website of the Tendering Authority and will not be published in Newspapers.
- 1.9.4.** All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters.

INSTRUCTIONS TO APPLICANTS

2.1 General

- 2.1.1** The Applicant may be a single entity or a group of entities (the "Consortium"), coming together to undertake the Consultancy in respect of the Project. However, no Applicant applying individually or as a member of a Consortium can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- 2.1.2** An Applicant may be a natural person, private entity, [government-owned entity] or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in terms hereof detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as Consortium of entities in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Consortium represented by its Lead Member, as the case may be. The way the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.3** Applicants are advised that the selection of Consultant shall be based on an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.4** The Applicant shall submit its Proposal in the form and manner specified in this Part- 2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.
- 2.1.5 Key Personnel**
The Consultancy Team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below ("Team" or "Consultancy Team")

S. No.	Key Personnel	Responsibilities
1	Team Leader/ Urban Management Specialist	He will lead, coordinate and supervise the multi-disciplinary team in field investigations, compilation of data, study of alternatives, preparation of plans as per TOR, proposals for preparation of feasible solutions, drawings, capital costing, O & M cost, review of existing status vis-a-vis. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR. He shall attend meetings convened by Authority other agencies, concerned department of Andhra Pradesh Government as per the requirement of assignment/project.
2	Safety cum Signage Expert	He will be responsible for preparation of plans and designs of Road Signages, Outdoor Advertisement taking into consideration the traffic safety aspects of the city. Review of drawings, specifications provided by Team Leader from the traffic safety point of view. He shall provide requisite inputs to the Team Leader as per the requirement of project so that all the elements of Traffic safety are appropriately planned and designed. He will also be responsible, inter alia, for all road design related issues and will provide his inputs in arriving at practical solutions within the constraints. He shall attend meetings convened by MC Vijayawada, other Govt. Department or any concerned department of Andhra Pradesh Government as per the requirement of project.
3	Financial Analyst	He will be responsible for structuring the project packages into various business models (each project or sub project for Outdoor Advertisement.) and will estimate the sources of revenue from such packages/projects. He will do the detailed financial analysis of various projects/ packages and make a sensitivity analysis to assess the commercial viability. Depending upon financial analysis, he will assist the Team Leader for finalizing the bidding strategy. He shall also coordinate with other team member to undertake all works as per TOR and within given time frame
4	Marketing & Advertisement Expert	He will assist the Team Leader in constituting various bidding packages, which would be based on inter-alia, character and potential of the city for marketing and advertising the whole project. He shall also assist the team leader in bid process management including marketing of various packages
5	Design Expert	He will assist team leader and other team member to design, location identifications etc. of the components under prevailing guidelines & best practices.
6	Civil Engineer	He will assist team leader and other team member to supervision the execution part of the components under prevailing guidelines & best practices.
7	MIS Expert	He will assist in preparing MIS reports of the works related to the proposal like preparing of MIS reports on execution of components etc.

2.2 Conditions of Eligibility of Applicant

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its proposal. The Applicant shall fulfill the following:

- a) **Technical Capacity:** The Applicant shall have, over the past 5 (five) years preceding proposal due date, undertaken a minimum of 2(two) Eligible Assignments as specified in clause 3.1.4
- b) **Financial Capacity:** The Applicant shall have received a minimum average annual income/ turnover of Rs. 20 (Twenty) crore per annum during the last 3 (three) financial years preceding the Proposal Due Date.
- c) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub- clause (D) below.
- d) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

S.No.	Key Personnel	Educational Qualification	Required Professional Experience	Experience as Eligible Assignments
1	Team Leader/ Urban Management Specialist	<ul style="list-style-type: none"> — Graduate in Civil Engineering / Urban Planning or — Graduate in Architecture/visual merchandisers or — Post Graduate in Urban Planning MBA/Architecture 	10 Years	He should have led the team for 2 (two) Eligible Assignments.
2	Safety cum Signage Expert	Post Graduate in Traffic and / or Transportation Engineering / Planning/ Architecture/ Civil Engineering	5 Years	He should have worked as safety Expert/ Signage Expert" for 2 (two) Eligible Assignments or 3 *Similar Assignments.
3	Financial Analyst	MBA Finance/ CA/ PhD in Finance	5 Years	He should have worked as Financial Analyst for 2 (two) Eligible or 2 (two) Similar Assignments.
4	Marketing & Advertising Expert	MBA Marketing or PG Diploma in Marketing / Media/ Mass communications / Outdoor advertisement	5 Year	He should have worked as a marketing and advertising expert for 2 (two) Eligible Assignments.

5.	Design Expert	Master's in urban design or equivalent	5 Year	He should have worked as a Design expert for 2 (two) Eligible Assignments or 2 (two) Similar Assignments.
6.	Civil Engineer	Graduate in Civil Engineering from recognized university	5 years	He should have worked as a civil engineer for 2 (two) Eligible Assignments or 2 (two) Similar Assignments.
7	MIS Expert	B. Tech with MBA/Post graduation.	3 years	Should have been a part of 2 Similar engagements and undertaken project management as MIS expert.

*Similar Assignments means: To undertake various projects of road signages and Outdoor Advertisement for Vijayawada city / preparation of outdoor advertisement policy /concept development/ Planning / Designing/ DPR/ Feasibility Report/ implementation for the following projects shall be deemed as Similar Assignment (the "Similar Assignments"):
Advertising/ Bill Boards Advertising/ Directional Boards/ Way Finding & Signage / supply & installation of signages / Advertisement Design /Road Signages/ Outdoor Advertising Corridor in India or outside India in:

- City/town/industrial township/residential township or
- Traffic terminal/ airport /metro terminal /Inter State Bus Terminal/ Sea Port /parking or
- Any other public sector undertaking

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues/turn over during each of the past three financial years ending 2018 - 2019. If the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; authorizing the signatory of the Proposal to commit the Applicant. provided, however, that such Power of Attorney would not be required if the Proposal is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership. In the case of a Consortium, the members should submit a Power of Attorney in favor of the Lead Member [defined later] as per format at Form - 4(a) of Appendix- I

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to

perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets if the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making do provision for incorporation of the requested information.

2.2.8 In case the Applicant is a Consortium, it shall comply with the following additional requirements

- a) Number **of members in a consortium shall not exceed 2(two);**
- b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium.
- c) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), whose nomination(s) shall be supported by a Power of Attorney, as per the prescribed format, signed by all the members of the Consortium;
- d) The Proposal should include a brief description of the roles & responsibilities of individual members:
- e) An individual Applicant cannot at the same time be member of a Consortium applying for qualification. Further, a member of an Applicant Consortium cannot be member of any other Applicant Consortium applying for qualification.
- f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Form 4 (b) of Appendix- (the "Jt. Bidding Agreement"), for the purpose of making the Proposal and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - Convey the intent to perform all the obligations in terms of the agreement [to be executed by all consortium members], in case the Consultancy is awarded to the Consortium;
 - Clearly outline the proposed roles and responsibilities, if any, of each member
 - Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consortium Consultant in terms of the agreement; and
- g) Except as provided under this RFP and the bidding documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority

including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and always hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) The Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) A constituent of such Applicant is also a constituent of another Applicant or
- c) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- g) A firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) The Applicant its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub- contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be, in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract

- 2.3.4** An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant and any Associate thereof.

2.4 Number of Proposal

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium.

2.5 Cost of Proposal

The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations,

visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site Visit and Verification of Information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Visits may be organized for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the proposal,

- a) The applicant has made a complete and careful examination of the RFP;
- b) Received all relevant information requested from the Authority;
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all its obligations thereunder;
- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject or cancel any Proposal/RFP and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation made or discovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Consortium/ Joint Venture, then the entire consortium/ joint venture may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in

writing or through mail before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification: "Queries/Request for Additional Information concerning to RFP for Appointment of Technical Consultant for "Planning, Designing and Project Management Consultants for Road Signages and Outdoor Advertisement in Vijayawada City"

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 5 (five) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.9.2** The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10 Amendment of RFP

- 2.10.1** At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.
- 2.10.2** The amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.10.3** In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

2.12 Format and signing of Proposal

- 2.12.1** The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2** The Applicant shall submit the proposal through box type tender in conventional method i.e., two sealed cover system in Vijayawada Municipal Corporation office @ 3.00PM on 02-12-2019
- 2.12.3** The Proposal/ scanned documents, which are submitted shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as

detailed below:

- (a) By the proprietor, in case of a proprietary firm; or
- (b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) By the authorized representative [Lead Member] of the consortium/joint venture, in case of consortium/ joint venture.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal. For a Power of Attorney executed and issued overseas, Every page of Foreign Document(s), i.e. Document(s) created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), Power Of Attorney(s) [notarized in the jurisdiction where the Power of Attorney is being issued], qualifying document(s), etc. shall be compulsorily authenticated/ embossed/ legalized from the Indian Embassy/Indian High Commission of India situated in the country from where such Document(s) are created or are originating, before any such Document(s) are used for the purpose of applying towards this Project. Such notarization and authentication/ embossment/ legalization from the Indian Embassy/Indian High Commission of India shall also apply to all such document(s) that are in a language other than English, which shall be compulsorily required to be translated (as the true translated copies of the original) by a duly authorized Translator.

2.12.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only based on Documents received by the closing time of Proposal Due Date as specified in Clause 1.7. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.13 Technical Proposal

2.13.1 Applicants shall submit the technical proposal in the formats at Appendix-I (**the "Technical Proposal"**).

2.13.2 While submitting the Technical Proposal, the Applicant shall ensure that:

- (a) The Bid Security is provided;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories.
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws and, if required, the Power of Attorney for Lead Member of Consortium as per the format prescribed;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 of the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

- (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available as defined in TOR of the RFP;
- (k) No Key Personnel should have attained the age of 75 (seventy-five) Years at the time of submitting the proposal;
- (l) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Form 4 (b) of Appendix-I

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.13.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.13.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.6 The proposed team shall be composed of experts and specialists (**the "Professional Personnel"**) in their respective areas of expertise and managerial/support staff (**the "Support Personnel"**) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.5 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form -10 of Appendix-I.

2.13.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-13 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.13.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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

an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.14 Financial Proposal

2.14.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (b) The Financial Proposal shall consider all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal (in INR). Further, all payments shall be subject deduction of taxes at source as per Applicable Laws.

2.15 Submission of Proposal

2.15.1 The Applicants shall submit Proposal through box type tender in conventional method i.e., two sealed cover system in Vijayawada Municipal Corporation office @ 3.00 PM on 02-12-2019 the Documents, which are to be submitted, shall be initiated by the Authorized Representative of the Applicant as per the terms of the RFP.

2.15.2 "Technical Proposal" shall contain:

- (a) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 13 of Appendix-I documents; and
- (b) Bid security as specified in Clause 2.19.1 "Financial Proposal" shall contain the financial proposal in the prescribed format (Appendix-II).

2.15.3 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be initialed by the person or persons signing the Proposal.

2.15.4 The completed Proposal must be submitted through box type tender in conventional method i.e., two sealed cover system on or before the specified time on Proposed Due Date. Proposals submitted by e-mail shall not be entertained.

2.15.5 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained. The amount quoted shall be firm throughout the period of performance of the assignment up to and including the milestones mentioned in the RFP and discharge of all obligations of the Consultant under the Agreement.

2.16 Proposal Due Date

2.16.1 Proposal should be submitted at or before specified at Clause 1.8 at the address provided. A receipt thereof should be obtained from the person specified therein.

2.16.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.17 Late Proposals

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

2.18 Withdrawal of Proposals

2.18.1 No Proposal shall be withdrawn by the Applicant on or after the Proposal Due Date and Time. While submitting the Financial Proposal, the Applicant shall ensure the following:

2.19 Bid Security

2.19.1 The Applicant shall furnish as part of its Proposal, a bid security equivalent to Rs. 2,00,000/- (Rupees Two Lac) in the form of a demand draft issued by any one of the Nationalized / Scheduled Banks in India in favor of the Commissioner, Vijayawada Municipal Corporation" payable at Vijayawada, Andhra Pradesh(the "**Bid Security**"), returnable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. The Original DD shall be submitted along with the Technical Proposal at the address mentioned under clause 1.9.2 on or before Proposal Due Date and Time. The Applicant shall be required to maintain its Bid Security valid and in full force and effect until a period of 150 days from PDD inclusive of claim period of 60 (sixty) days. If the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The refund of the Bid Security thereof shall be in the form of an account payee demand draft in favor of the unsuccessful bidder(s). Applicants may by specific instructions in writing to the Authority give the name and address of the person in whose favor the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Applicant and shall be mailed to the address given on the Proposal.

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

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

2.19.4 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*, the 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 Prohibited Practices specified in 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 negotiations as required vide Clause 2.24.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

EVALUATION PROCESS

2.20 Evaluation of Proposals

- 2.20.1** The Authority shall open the Proposals in conventional method at the time specified. "Technical Proposal" shall be opened first. "Financial Proposal" shall be opened later.
- 2.20.2** Proposals, which would be withdrawal in accordance with Clause prior to evaluation of proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A proposal shall be considered responsive only if:
- (a) Thereof the Technical Proposal is received in the form specified at Appendix it is received by the Proposal Due Date including any extension 1 pursuant to Clause 2.17;
 - (b) It accompanied by the Bid Security as specified in Clause 2.19.1
 - (c) It is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - (d) It contains all the information (complete in all respects) as requested in the RFP;
 - (e) It does not contain any condition or qualification;
 - (f) It is not non-responsive in terms hereof.
- 2.20.3** The Authority reserves the right to reject or cancel any Proposal /RFP which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.20.4** The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.20.5** After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 and will be pre-qualified and short-listed for opening of their Financial Proposals. The opening of Financial Proposals shall be done through conventional method The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.20.6** Applicants are advised that Selection will be entirely at the discretion of the Authority.

Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

- 2.20.7** Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.21 Complying Bidder

The Authority may in its sole discretion resort to negotiation with an Applicant in case there is only one Applicant complying with the qualification conditions stipulated in this RFP (hereinafter referred to as the "**Complying Bidder**") as more particularly defined hereunder.

- a) If after advertisement/issue of this RFP, only one Applicant submits its Proposal and the same meets the qualification requirements as set out in this RFP in respect of Technical Proposal.
- b) If after advertisement/issue of this RFP, more than one Applicant submits their Proposals, but only one Applicant meets the qualification requirements as set out in this RFP in respect of Technical Proposal.
- c) If after evaluation of Technical Proposals only one Applicant qualifies for opening and test of responsiveness of its Financial Proposal in terms of this RFP.
- d) If after evaluation of Technical Proposals more than one Applicants qualifies, but only one Financial Proposal is found responsive in terms hereof and thereby eligible for evaluation of its financial quote in terms of RFP;

2.22 Confidentiality

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

2.23 Clarifications

- 2.23.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.23.2** If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. Whole Team composition who did not score 70 (seventy) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better team to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of

the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.19.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals through QCBS

- 3.1.1** In the first stage, the Technical Proposal will be evaluated based on Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (sT).
- 3.1.2** Over all team composition to score a minimum of 70 marks except as provided herein. A Proposal shall be rejected if the team scores less than 70 marks.
- 3.1.3** The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameters	Maximum Marks	Criteria
1	Relevant Experience of the Applicant	(40)	Maximum marks shall be awarded for number of Eligible Assignments Undertaken by the Applicant Consultant depending on — Other similar works/ Similar Assignments in Outdoor Advertisement sector. (Should be a registered firm In India, copy of certificate to be provided).
2	Turnover	(10)	Overall turnover, experience, capacity of the Applicant (Certificate to be provided by CA)
3	Proposal Methodology	(20)	Evaluation will be based on the quality of submission.
4	Relevant Experience of Key Personnel	(30)	Marks for each Key Personnel shall be awarded for the number of Eligible Assignments/ Similar Assignments (as the case may be) the respective Key Personnel has worked on. Including shall be awarded (i) the comparative size and quality of Eligible Assignments/ Similar Assignments and (ii) other similar works in outdoor advertisement sector
	Grand Total	(100)	

Break-up of 30 marks of "Relevant Experience of Key Personnel"		
3(i)	Team Leader/ Urban Management Specialist	8
3(ii)	Safety cum Signage Expert	5
3(iii)	Financial Analyst	5
3(iv)	Marketing & Advertising Expert	3
3(v)	Design Expert	3
3(vi)	Civil Engineer	3
3(vii)	MIS Expert	3
	Sub Total: 3 (i) to 3 (vii)	30

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignment in respect of various projects of road signages and Outdoor Advertisement for any city/town for outdoor Advertisement / preparation of outdoor advertisement policy /concept development/ Planning / Designing/ DPR/ Feasibility Report/ for the following projects shall be deemed as eligible assignment (the "Eligible Assignments"):

Advertising/ Bill Boards Advertising/ Directional Boards/ Way Finding & Signage / supply & installation of signages / Advertisement Design /Road Signages/ Outdoor Advertising Corridor in India or outside India in:

- City / town / industrial township/ residential township or
- Traffic terminal/ airport /metro terminal /Inter State Bus Terminal/ Sea Port /parking or
- Any other public sector undertaking

Applicant shall have worked in three of above-mentioned assignments, such that the aggregate total consultancy/ professional fee from above-mentioned assignments are Rs. **One Crore**. However, any

assignment with consultancy/ professional fee of less than **Rs. Twenty Lakhs** shall not be reckoned.

3.2 Short-listing of Applicants

Applicants who scored minimum of 70 marks, considering clauses 3.1.2 & 3.1.3 will be shortlisted for opening the financial bids

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the cost indicated in the Financial Proposal (Appendix-II) will be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The Financial Scores of other proposal will be computed as follows: $SF = 100 \times FM / F$ (F = amount of Financial Proposal).

3.4 Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (S T) and financial (S F) scores as follows:

$S = ST \times TW + SF \times FW$ Where S is the combined score, and TW and FW are weights assigned to Technical and Financial Proposal that shall be **0.70** and **0.30** respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29.

FRAUD AND CORRUPT PRACTICES

- A. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- B. Without prejudice to the rights of the Authority mentioned above (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

- C. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- I. **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - II. **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - III. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - IV. **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - V. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

PRE-PROPOSAL CONFERENCE

- a) Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of VMC <http://www.ourvmc.org/engg/gentenders.asp> shall be allowed to participate in the Pre-Proposal Conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- b) During Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

MISCELLANEOUS

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) Suspend and/or cancel the selection process and/or amend and/or supplement the Selection Process or Modify the dates or other terms and conditions relating thereto
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- c) It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- d) All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- e) The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedule –1
(See Clause 1.1.3)

CONSULTANCY SERVICES
For

**"Appointment of Technical Consultant for
"Planning, Designing and Project Management
Consultants for Road Signages and Outdoor
Advertisement in Vijayawada City"**

TERMS OF REFERENCE(TOR)

SCHEDULE – 1 (TOR)

1.1. BACKGROUND OF THE PROJECT

- A. Vijayawada Municipal Corporation seeks the services of qualified firms for preparing concept plan, detailed design for signages & outdoor advertising and project management consultancy.
- B. The Terms of Reference (the "TOR") for this assignment are specified below.
 - I. The Consultant shall be guided in its assignment for preparation of detailed design under prevailing guidelines & best practices.
 - II. The Consultant shall be responsible for preparing the Bid Documents as per the best practices suitable for such type of projects including draft of Civil Construction Contract.
 - III. The Consultant shall assist the Authority and by furnishing clarifications during the Pre-Bid Conference(s) for the award of Project. The Consultant shall assist the Authority in undertaking the bidding process and selecting the implementation agency.

1.2. OBJECTIVE

It is proposed to engage the services of a consulting firm/ consultant to prepare a detailed design under prevailing guidelines & best practices in Vijayawada City covering the following objectives:

1. The major objective of the consultancy is to provide detailed Planning and Designing of signages and outdoor advertisement for Vijayawada Municipal Corporation.
 - a. To maintain the uniformity, aesthetics, decency, social ethics and character of the city.
 - b. To discourage the visual clutter which may be done by increasing the space between the billboards and in restricting large billboards to select areas of the city, like its commercial hubs.
 - c. To ensure safety of inter and intra-city traffic, by ensuring that outdoor advertising is not hazardous to road traffic. There is a significant correlation between road safety and distraction because of roadside signages, visible to the drivers by providing significant space between the signages.
2. To identify man-made and natural heritage and to prepare systematic advertisement design & specifications for heritage conservation as integral part of the city planning and development process respective identified components.
3. To identify and lay out specifications for the Zones/ spaces/ areas.
4. Proposal shall not be solely driven by revenue imperatives, but by city development imperatives. Therefore, in its implementation schedule, it will be clearly marked that signages hoardings are permitted only if they are not a road safety hazard or if they support the city's public service development and enhance its aesthetics.
5. To utilize potential and improve the revenue stream by promoting the use of advertisement in/at, public service amenities of the city. In addition, it must be ensured that the primary function of the "Road signage & Outdoor Advertisement" is being maintained and if not, then suitable punitive action must be taken.

6. Project management consultancy for implemented, ongoing signage and proposed indicative components like Arches (across the roads with Directional boards), Pole Kiosks in central medians & electrical poles, Unipoles away from footpaths and street furniture, Street directional boards, LED advertising display.
7. To assess the revenue stream of the Vijayawada Municipal Corporation from outdoor advertisement.

1.3. SCOPE OF SERVICES

The Scope of Services to be provided by the consultant are listed

STAGE-I

A. Data Collection, Primary survey and mapping of the existing outdoor advertisement of Vijayawada

- i. Study of signage and outdoor advertisement policy and Collect the information from the team of Vijayawada Municipal Corporation regarding the guidelines, design, drawings & Specifications of Outdoor Advertisement.
- ii. Study of Outdoor Advertisement Policy of other states and best practices within or outside India.
- iii. To conduct the topographical survey of every road for the placement of signages/ outdoor advertisement, devices/ boards, represented through a broad Strip Plan covering broad cross-sectional features of road including Right of Way width of metaled part, median, drainage etc. This survey would also involve taking cross-sectional levels at about 100 m intervals. The estimated total road length, which may be surveyed for this purpose as per Authority's assessments, is about 150 KM. A list of important potential roads is also enclosed as Attachment-I of this TOR. However, consultant shall finalize the road length to be represented vide the broad Strip Plan as indicated above. For the avoidance of doubt, it is clarified that this indicative length of road is as per the assessment of Vijayawada Municipal Corporation and it may vary by about 20%. The consultant is however expected to cover all roads, important public places and utilities/ commercial areas, parking areas, junctions/ potential spots, etc. through detailed reconnaissance, visual inspection and spot cross-sections.
- iv. To study the current practices and revenues by awarding/auctioning/bidding the outdoor advertisement to the Applicant.
- v. To map the outdoor advertisement w.r.t. the existing policy/by-laws.
- vi. To identify the buildings and structures (conservation areas) which should be retained in their entirety by giving the specification/ designing of outdoor advertisement for those building as per their unique heritage value and as per the policy
- vii. To Study the existing penalties in relation to unauthorized outdoor advertisement.

B. Preparation of Concept Plan

- i. Consultant should provide analysis report of relevant policy and best practices across the world and in India. Analysis report on assessment of Existing law/ practice of allotment of advertisement tenders w.r.t. other best practices in India.
- ii. Presentation shall be prepared to express and explain their ideas of best option scenario/s and proposed innovative solutions and showcase relevant project experiences where similar project has been handled and implemented in past along with their success.
- iii. Prepare the alternative concept plans with the assessment of all mandatory design based on the review of existing policy and city's public spaces including transport network.
- iv. Recommend the best practices/ application procedures to be adopted in case of Vijayawada

C. Detailed design of signage and Outdoor advertisement for Vijayawada city

- i. Location Identification, detailed design, specifications, material, dimensions etc. On related Concept Design
 - With plotting of each signage units.
 - Indicating signage category, location, length, width, maximum height, minimum & max distance (placement) between the devices.
 - Quality of material to be used for each & every advertisement device.
- ii. The consultant shall incorporate the following essential signs, advertisement devices and requisite regulations in the preparation of detailed design for the specific time period (defined by consultant) to meet the objective of the Assignment:
- iii. **Traffic Signs:** All important locations and junctions along the road shall be designed with suitable type of traffic signs and public convenience in consultation with Vijayawada Municipal Corporation. Overhead traffic signage for guidance of road users, at junctions, cat eye, delineator markers for traffic delineation, indicator Boards for streets, area maps at important locations shall be designed and planned for mandatory, cautionary, informative, gantry signs. All the traffic signs shall be innovatively/aesthetically designed yet complying to the functional guidelines, IRC code of practice and MORT&H specifications/standards etc. The consultant shall ensure that the design of signage's should increase safety on road. It should support information systems including information about the city, different locations, important places including hospitals, school, shopping plazas etc.
- iv. **Conservation Area:** The consultant shall specify the advertisement designs for conservation areas i.e. National Parks, district forests, historical monuments, cremation grounds, heritage areas, all religious places, any endangered regional ecosystem and water bodies etc.
- v. **Street Infrastructure & Furniture:**

- Entry Points: The design of traffic signs of Entry Point/s shall depict the image and character of the city. The designing shall act as landmark and shall adhere to the overall theme being adopted for the beautification of city.
- Bus Depot & Auto/Taxi Stand: The length, width, area, max. height, minimum ground clearance and quality of material to be used for the advertisement on Bus Depot and Auto/Taxi Stands shall be specified.
- Parking Designing: The consultant shall obtain the parking locations from Vijayawada Municipal Corporation. The consultant shall give the specification for the advertisement in all parking areas. The advertisement devices related to parking should be specified as per the Andhra Pradesh policy and best practices available.
- The consultant shall specify the length, width, max. height, distance between signage/advertisement and quality of material to be used.

vi. **Landscape Advertising Device:** The consultant shall specify the locations of all landscape advertisement devices in consultation with Vijayawada Municipal Corporation.

vii. **Self – Advertisement in Commercial Areas:**

On Premises Signs: The consultant shall give the specifications for building and ground mounted advertisement.

Building Mounted	Ground Mounted
Wall or Fascia Signs	Monument
Projecting	Pylon
Awning	Joint Tenant
Roof	Electronic message Center
Canopy	Building as a sign

- viii. The design should clearly define the type of advertisement device that contravenes to negative advertisements or otherwise cause a traffic hazard in the city in line with the existing policy.
- ix. Submission of final working drawings for unique signage categories, specification documents as listed above.
- x. The consultant shall suggest the application and approval process for the various modules of outdoor advertisement by looking at the best practices across the world and existing system of India. The Consultants shall submit the typical, representative cross-sectional and perspective views for all category of all Major roads and arteries of the Vijayawada city. The above details would depict the existing and the proposed features/ arrangements related to advertisement.
- xi. The consultant shall submit the appropriate scale drawings.
- xii. The Consultant shall also translate the drawings on GIS based map. The consultant shall use the base GIS map of Vijayawada city, which is available with Vijayawada Municipal Corporation for the superimposition/ translation of essential features for existing and proposed signages, traffic signs, entry

points, bus shelter, conservation area, unipole, bipole, billboards, public convenience and utility etc. on GIS map along with requisite attributes, to be finalized in consultation with Vijayawada Municipal Corporation with Geo tagging

D. Project Management Consultancy:

The Consultant shall provide PMC for the exiting ongoing works and proposed components.

E. Specific Recommendations on Projects

- i. The consultant shall examine the advantage and disadvantages of the methods by which the project could be implemented and chalk out the implementation strategy.
- ii. The Consultant shall give specific recommendations for the city, by divided the city into various zones/ premium areas/ non- premium areas/type of advertisement devices/ any other feasible options for the implementation of Outdoor Advertisement in the city.
- iii. The consultant shall structure the frames for the implementation of those recommendations keeping in mind the public convenience and financial viability.
- iv. The recommendations shall be implemented on PPP mode/EPC mode/ O&M Contracts/ providing rights of advertisement to other parties/ imposing advertisement tax/ any other mode etc.

F. Web Application

- i. The consultant shall provide a real time monitoring application of all the geotagged components and should be made available to the authority.
- ii. The consultant shall develop a software for Public interventions on raising a request for Advertisement approvals and publicity.

STAGE-II

- A. The consultant shall also assist during the Bidding Process for the selection of Implementation Agency/ Contractor/ any other mode of implementation/ PMC. The consultant shall assist the Authority in awarding the work, carrying out bidding process, attending the pre-bid conference(s), preparing a reply/ clarifications/ corrigendum, prepare the draft advertisement notices, corrigendum(s), evaluation of bids, recommendations for the selection of implementing agency, preparation of Notice of Award / Letter of Awards, as the case maybe.
- B. The Consultant shall provide above-mentioned requisite assistance to Authority in execution of all type of projects in the suggested implementation modes (PPP mode/EPC mode/ O& M Contracts/ providing rights of advertisement to other parties/ impositioning advertisement tax/ any other mode etc.) as applicable and Kick Start the project and attending review meeting to be held by Authority for Handing over the project work to the Implementing Agency and entire Project monitoring.

The above-mentioned assistance in Bidding Process as well as in kick starting the projects shall be given for 2 months from the submission of Bidding Documents.

DELIVERABLES

- The Consultant shall deliver the following deliverables (the "**Deliverables**") during this Consultancy. The total consultancy duration is for one year. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids. Five hard copies and two soft copies in CDs of all the final reports, drawings, etc. shall be submitted to the Authority. For draft concept plan only **five hard copies** and **two softcopies** in **CD** shall be submitted to the Authority. The size of drawings shall be minimum of **A-3 or at appropriate legible scale**. The work shall commence within fifteen days of signing of contract.
- MIS reports of the components to be submitted once in every fortnight.

STAGE-I

A. Concept Plan

On commencement of the Consultancy, the Consultant shall submit a Concept Plan including the assessment survey, analysis report on existing policy & other policies across the world and presentation on best practices in India and across the world. The Concept Plan shall include the scope as mentioned in TOR. The consultant shall submit 5 hard copies of Concept Plan along with the 2 soft copies in the form of CD.

B. Detailed Design

- I. Set of Drawings Designs:
- II. Designs of the Project components including Traffic Signs, Conservation Area, and Utilities, Landscaping Advertising Device, Self-Advertisement in Commercial Areas and any other component defined.
- III. The Consultant shall submit the implementation options forming various packages as defined in the scope of work.
- IV. The consultant shall submit the detailed cost estimates of the projects/packages identified. An estimation of revenue from the projects/packages recommended by the consultant shall be given to Vijayawada Municipal Corporation.
- V. Preparation of guidelines for Disposal Management of signages and outdoor advertising infrastructure.
- VI. Preparation of O&M Manual
- VII. The consultant shall submit all the documents specifically mentioned in the scope of work.
- VIII. The consultant must adhere with the timelines and the form of submission. The consultant shall submit 5 hard copies along with the 2 soft copies in the form of CD.

C. Submission of Bidding /Tender Documents

The Consultant shall separately provide Bidding Documents, Notice Inviting Tender and Draft Civil Construction Contract for the selection of Implementation Agency/ Contractor/ any other mode of implementation/ PMC, as mentioned in the scope of work. The consultant shall submit all the documents in consultation with

Vijayawada Municipal Corporation.

STAGE-II: Undertaking Bid Process

The consultant shall also assist during the Bidding Process for the selection of Implementation Agency/Contractor/any other mode of implementation/ PMC. The consultant shall assist the Authority in awarding the work, carrying out bidding process, attending the pre-bid conference(s), preparing a reply/ clarifications/ corrigendum, prepare the draft advertisement notices, corrigendum(s), evaluation of bids, recommendations for the selection of implementing agency, preparation of Notice of Award / Letter of Awards, as the case may be. The Consultant shall undertake the activities as mentioned in scope of work.

Key	Description of Deliverables	Weeks	Payment
Stage-I			
D1	Survey Data Collection	T + 4	10%
D2	Concept Plan & Identification of Locations	T + 8	10%
D3	Final Location Plan, detailed design & BOQ	T + 16	20%
D4	Bid Management – Assistance to authority in Pre-Bid conferences, Receiving of Tenders and issue of Letter of Awards to implementing Agency (Contractor/PPP mode/any other mode etc.)	T + 20	5%
D5	Geo Tagging existing	T + 28	5%
D6	O&M Manual, Disposal Management	T + 30	5%
Stage-II			
D7	Project Management Consultant (PMC) – Assistance to Authority in execution of all type of projects in the suggested implementation modes (PPP mode/EPC mode/ O& M Contracts/ providing rights of advertisement to other parties/any other mode etc.) as applicable and Kick Start the project and attending Review Meeting to be held by Authority for Handing over the project work to the Implementing Agency and Project Management.	T + 48	35%
D8	Geo Tagging of New Components		5%
D9	Web Application		5%
	Total		100%

- **PMC shall start from Day 1 of appointment**
- **As per corporation priority deliverables & timelines may change.**
- **T – Represents the date of concluding Agreement**

No payment shall be given for the next stage till the Consultant completes to the satisfaction of the Authority, the work pertaining to the preceding stage. The Authority shall review and convey the observations for each stage within a period of 15 days of receipt of report for each stage, for the initiation of the next stage.

1.4. TIME AND PAYMENT SCHEDULE

- The total duration for preparation of the detailed design, DPR, Bidding Documents, O&M Manual etc. shall be 16 (sixteen) weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the various deliverables. The Consultant shall deploy its Key Personnel throughout the assignment as per the stage and client requirement.

- b) Time schedule for important Deliverables (the "Key Dates") of the Consultancy and the payment schedule linked to the specified Deliverables is given below:
- c) The TOR for the Consultant also includes extending necessary assistance to Vijayawada Municipal Corporation and other competent authorities of the Andhra Pradesh Government during various meetings.

1.5. MEETINGS

The Vijayawada Municipal Corporation, and or any other Department/ Agency as required shall review with the Consultant, any or all the documents and advice forming part of the Consultancy relating to their respective parts in meetings and conferences which may be held in Andhra Pradesh/Vijayawada or at location that may be necessary for the project. Further, the Consultant may be required to attend all these meetings and conferences.

1.6. CONSULTANCY TEAM

- a) The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal.

S.No.	Key Personnel	Educational Qualification	Required Professional Experience	Experience as Eligible Assignments
1	Team Leader/ Urban Management Specialist	<ul style="list-style-type: none"> — Graduate in Civil Engineering / Urban Planning or — Graduate in Architecture/ visual merchandisers or — Post Graduate in Urban Planning MBA/Architecture 	10 Years	He should have led the team for 2 (two) Eligible Assignments.
2	Safety cum Signage Expert	Post Graduate in Traffic and / or Transportation Engineering / Planning/ Architecture/ Civil Engineering	5 Years	He should have worked as safety Expert/ Signage Expert" for 2 (two) Eligible Assignments or 3 * Similar Assignments.
3	Financial Analyst	MBA Finance/ CA/ PhD in Finance	5 Years	He should have worked as Financial Analyst for 2 (two) Eligible or 2 (two) Similar Assignments.
4	Marketing & Advertising Expert	MBA Marketing or PG Diploma in Marketing / Media/ Mass communications / Outdoor advertisement	5 Year	He should have worked as a marketing and advertising expert for 2 (two) Eligible Assignments.
5	Design Expert	Master's in urban design or equivalent	5 Year	He should have worked as a Design expert for 2 (two) Eligible Assignments or 2 (two) Similar Assignments
6	Civil Engineer	Graduate in Civil Engineering from recognized university	5 years	He should have worked as a civil engineer for 2 (two) Eligible Assignments or 2 (two) Similar Assignments.

7	MIS Expert	B. Tech with MBA/Post graduation.	3 years	Should have been a part of 2 Similar engagements and undertaken project management as MIS expert.
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- b) The Consultant shall establish a Project office at Vijayawada for efficient and coordinated performance of its services. The Team Leader/ Project Manager must be available throughout the Assignment in Stage-I & Stage-II. The authorized officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for assisting the Key Personnel in performance of their services.
- c) The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each week.

1.7. REPORTING

- a) The Consultant will work closely with the Project Coordinator/ Program Manager appointed by Authority. The Project Coordinator will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- b) The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority 1.
- c) The Consultant will make a presentation for all plans defined for all the stages defined for discussion with the Authority and other stakeholders at a meeting. This will be a working document. The Consultant is required to prepare and submit a weekly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed. The Consultant shall be required to give presentation on his proposal from time to time and shall incorporate necessary changes as may be suggested by the Authority.
- d) Regular communication with the Project Coordinator/ Program Manager is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- e) The Deliverables will be submitted as per schedule provided in this RFP.

1.8. COMPLETION OF SERVICES

- a) All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to Authority in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all

the Deliverables of the Consultant and as per TOR. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (year) from the Effective Date subject to completion of services as per last payment milestone and deliverable services and unless extended by mutual consent of the Authority and the Consultant.

Vijayawada Municipal Corporation

Classification of Roads

Roads are classified into 3 types for.

1. A Class Roads
2. B Class Roads
3. C Class Roads

A - Class Roads:

1. M.G Road
2. Eluru Road
3. All National Highways
4. BRTS Road
5. Bypass Road
6. Nunna Road (Budameru Bridge to VMC Boundary)

B - Class Roads:

1. Yanamalakuduru Road
2. Donka Road
3. Krishnaveni Road
4. Nirmala Convent Road
5. Pantakalava Road
6. High School Road
7. Auto Nagar Gate Road (100' road)
8. Gurunanak Road
9. Fun time Road
10. Mahanadu Road
11. Bharathi Nagar Man Road
12. D.V.Manor Road / Tikkle Road (both sides of MG road)
13. Y.V.Rao road / PVP Road
14. Veterinary Hospital Road
15. Pinnamaneni Poly Clinic Road
16. 5 No. Bus Route / A.S.Ramarao Road
17. ITI Road
18. Loyola College Road
19. Christhurajpuram Road
20. NTR Dental University South Side Road
21. Water Tank Road / Visalandhra Road (MG Road to Eluru Road)
22. VemulaSyamaldevi Road (MG Road to Eluru Road)
23. Dornakal Road (MG Road to Eluru Road)
24. Nakkal Road (MG Road to Eluru Road)

25. Besant Road (MG Road to Eluru Road)
26. Museum Road (MG Road to Eluru Road)
27. RajaGopalaChary Road / Buckingham Road (MG Road to Eluru Road)
28. Ali Baig Street Governerpet (MG Road to Eluru Road)
29. DubaguntaVari Street (MG Road to Eluru Road)
30. AtthaRattaiah Street
31. Sivalayam Street
32. Gopal Reddy Road
33. Kaleswararao Road
34. Prakasam Road
35. Lenin Center
36. Kothavanthena Road / Banka Venkateswarlu Road (Upto Food Junction)
37. Alluri SeetamarajuVantena Road (BSNL Beside)
38. Inner Ring Road (Jakkampudi to Pipula Road)
39. Inner Ring Road (Nunna Road to Ramavarappadu Flyover)
40. Carmel Nagar 120' Road (Eluru road to Inner ring Road)
41. Madhura Nagar Road (Eluru road to Devi Nagar)
42. Bhagat Sing Road
43. Sambamurthy Road
44. NRP Road
45. Andhra Ratna Road
46. NageswararaoPanthulu Road
47. Gnanolive Street
48. EluruLakulu Road / Thasildar Office Road
49. Railway Station Road
50. Sripadha Hotel Road (Lakulu to Sambamurty road)
51. Atchuta Ramaiah Street
52. Gopal Rao Road GandhiNagar
53. Zimkhana Ground Beside Road
54. G.S.Raju Road
55. C.K Reddy Road (Budameru Bridge to Railway Station)
56. BRP Road
57. Nehru Road
58. Canal Road
59. Bavannarayana Street
60. Ganapathi Rao Road
61. Bramin Street
62. 1 Town Main Road (Ramanayya Cooldrink shop road)
63. Sivalayam Road
64. PulipatiVariVeedhi
65. JandaChettu Road
66. RR Apparao Street

- 67. 1 Town Etikinson School North & South Side Roads
- 68. Fish Market Road
- 69. KT Road
- 70. Errakatta Road
- 71. Ambedkar Road (NH to Kabela road)
- 72. RTC workshop Road / Joji Nagar Road (NH to Kabela road)
- 73. Swathi Road (NH to Kabela road)
- 74. VenkateswaraPoundry road / Etikinson School Road Bhavanipuram
- 75. Kabela Road (Ambedkar Road to VMC Limits)
- 76. Nandamuri Nagar 100' Road

All Other Remaining Roads are in C - Class

SCHEDULE–2 (AGREEMENT)

***Draft agreement is specified below*

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AGREEMENT

This agreement (hereinafter called the "Agreement") is made on the day of the month of ___ / ___ / _____ between, on the one hand, the Vijayawada Municipal Corporation, Andhra Pradesh, acting through Commissioner, (hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Appointment of Technical Consultant for "Planning, Designing and Project Management Consultants for Road Signages and Outdoor Advertisement in Vijayawada City (hereinafter called the "**Consultancy**") invited interested parties to submit their bids;
- (B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ / _____ /the "LOA"); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **"Agreement"** means this Agreement, together with all the Annexes;
- (b) **"Agreement Value"** shall have the meaning set forth in Clause 6.1;
- (c) **"Applicable Laws"** means the laws and any other instruments including rules, regulations and bye-laws] having the force of law in India and state of Andhra Pradesh as they may be notified/issued and in force from time to time;
- (d) **"Confidential Information"** shall have the meaning set forth in Clause 3.3;
- (e) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) **"Dispute"** shall have the meaning set forth in Clause 9.2.1
- (g) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) **"Expatriate Personnel"** mean such persons who at the time of being so hired had their domicile outside India;
- (i) **"Government"** means the Government of Andhra Pradesh (GoAP)
- (j) **"INR or Rs."** means Indian Rupees;
- (k) **"Member"**, in case the Consultant consists of a joint venture or Consortium of more than one entity, means any of these entities, and "Members" means all these entities;
- (l) **"Party"** means the Authority, or the Consultant and Parties means both;
- (m) **"Personnel"** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- (o) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (p) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) **"Sub-Consultant"** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.6; and
- (r) **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant. All terms and words not defined here in shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to

form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexure of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

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

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Vijayawada, Andhra Pradesh, shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The tables of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by post or person.

1.8 Location the Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties Agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant may be taken or executed by the officials specified in this Clause 1.9.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Sri. Ajay Kumar

Tel: 9959442216,

E-mail: ajaykumarvmc@gmail.com

1.10.3 The Consultant may designate one of its employees as Consultant's representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel: _____

Mobile: _____

Email: _____

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws in force and the Authority shall perform such duties regarding the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90(ninety)days after the delivery of the final deliverable to the Authority thereof; and (ii) the expiry of 1(one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent),confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 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 14 (fourteen) 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.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false.
- (e) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) 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 30(thirty) days; or
- (g) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- A. The Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue.
- B. The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- C. 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 30 (thirty) days; Or
- D. The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon survive Obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly such Termination; (ii) the obligation of confidentiality set forth in Clause

3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) Except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall always support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach here of shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any

such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in-law.
- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"Corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **"Coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any

person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

- (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) Was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) Was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) Is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) Is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its

representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.1 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premier have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premier and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverage shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 3 (three) crore;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) Professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.1 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Consultant's actions requiring the Authority's prior approval

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

- (a) Appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) Any other action that is specified in this Agreement.

3.7 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Equipment's and Materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub- Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub- Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Providing access to Project /Local Office and Personnel

The Consultant shall ensure that the Authority, project developers, and officials of the Authority and Irrigation Department having authority from the Authority/Irrigation Department, are provided unrestricted access to the Project /Local Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names of Key Personnel whose services shall be available throughout the contract period are described in Annex-2 of this Agreement. The designations, names and the estimated periods of engagement in carrying out the Services by each of the other Supportive Personnel are described in Annex-2 of this Agreement.

4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the engagement of Personnel may be increased by agreement in writing between the Authority and the Consultant provided that increase in Agreement Value set forth in Clause 6.1.2 shall be derived on proportional basis.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-10) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject reduction equal to 1% (one per cent) of the Agreement Value defined in Clause 6.1.2. In case of a second substitution, such reduction shall be equal to 2.5% (two point five per cent) of the Agreement value defined in Clause 6.1.2.

4.5 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day performance of the Service.

4.6 Sub – Consultants

4.6.1 The Sub-Consultants listed in Annex-3 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions

as applicable to Personnel of the Consultant under this Clause 4.

- 4.6.2** If at any time during pendency of the Agreement it is observed that Sub-Consultant working on the assignment is different from that one approved under sub-clause, or if the work of the Sub-Consultant is not found to be satisfaction of the Authority, a reduction up to 20% (twenty percent) of Agreement Value shall be effected from payment due to the Consultant.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in Clearances etc. Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall: -

- (a) Provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) Facilitate prompt clearance through customs of any property required for the Services; and
- (c) Issue, on best effort basis and to the extent reasonably feasible, to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.2

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount of the Agreement Value specified in Clause 6.1.2, then the amount payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Service performed by the consultant under this Agreement, the Authority shall make to the consultant such payments and in such manner as is provided in clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

- 6.1.1** Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rupees.....).

6.1.2 Notwithstanding anything to the contrary contained in Clause 6.1.1, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the Agreement value above, the Agreement Value set forth in Clause 6.1.1 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows: -

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 15 (fifteen) days after the receipt by the Authority of duly completed bills with necessary (the "Due Date").
- (c) The final payment under this Clause shall be made only after the achievement of the last milestone defined in Annexure 6 of Payment Schedule. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement accounts of land acquisition in accordance with Clause 6.3.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1** For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5 % (five per cent) of the Agreement Value (the "Performance Security");
- 7.1.2** Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of performance security (the "**Performance Security**"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder towards Performance Security, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may [in

case of deficiency of Performance Security amount] make deductions from any subsequent payments due and payable to the Consultant hereunder, and the same shall be deemed to be as if it is appropriation of the Performance Security in accordance with the provisions of this Agreement.

- 7.1.3** The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement. Notwithstanding anything to the contrary, in case Performance Security is furnished by way of bank guarantee, the Authority shall upon occurrence of a Consultant's default and without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as damages for such default. Upon such encashment and appropriation from the Performance Security, the Consultant shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Consultant shall, within the time so granted, replenish or furnish fresh Performance Security as afore said failing which the Authority shall be entitled to terminate this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.25% (zero point two five per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action

including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Commissioner, VMC and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably

settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of Andhra Pradesh Government (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be Sole Arbitrator to be appointed by Commissioner, Vijayawada Municipal Corporation.
- 9.4.3 The arbitrator shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings here under.

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

SIGNED, SEALED AND DELIVERED

and on behalf of
Consultant:

(Signature)

(Name)

(Designation Address)

In the presence of

1.

SIGNED, SEALED AND DELIVERED For

For and on behalf
of [Authority]

(Signature)

(Name)

(Designation Address)

In the presence of

2.

ANNEXURES

Annex – 1 - Terms of Reference

Annex- 2 Deployment of Personnel

S.NO	At Project site	Away from Project site

Annex- 3 Proposal for Sub-Consultant(s)

1.Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2.Services that are proposed to be sub contracted:				
3.Person who will lead the Sub-Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the Authorized signatory)

Note:

1. Use separate form for each Sub-Consultant

Annex- 4 Payment Schedule

Key	Description of Deliverables	Weeks	Payment
Stage-I			
D1	Survey Data Collection	T + 4	10%
D2	Concept Plan & Identification of Locations	T + 8	10%
D3	Final Location Plan, detailed design &BOQ	T + 16	20%
D4	Bid Management - Assistance to Authority in Pre-Bid Conference(s), Receiving of Tenders and Issue of Letter of Awards to Implementing Agency (Contractor/ PPP Mode/ any other mode etc.)	T + 22	5%
D5	Geo Tagging existing	T + 28	5%
D6	O&M Manual, Disposal Management	T + 30	5%
Stage-II			
D7	Project Management Consultant (PMC) - Assistance to Authority in execution of all type of projects in the suggested implementation modes (PPP mode/EPC mode/ O& M Contracts/ providing rights of advertisement to other parties/any other mode etc.) as applicable and Kick Start the project and attending Review Meeting to be held by Authority for Handing over the project work to the Implementing Agency and Project Management.	T + 48	35%
D8	Geo Tagging of New Components		5%
D9	Web Application		5%
	Total		100%

Annex- 5

Bank Guarantee for Performance Security

Beneficiary of Bank Guarantee

Guarantee On behalf of
Commissioner
Vijayawada Municipal Corporation
Canal Road, Vijayawada -520001

In consideration of Municipal Corporation, Vijayawada , Andhra Pradesh, acting through its Commissioner (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**")an assignment for Appointment of Technical Consultant for "Planning, Designing and Project Management Consultants for Road Signages and Outdoor Advertisement in Vijayawada City and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs(Rupees.....) to the Authority for performance of the said Agreement

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.

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 Rs(Rupees.....).

We, (indicate the name of Bank) 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 being absolute and unequivocal. The payment so made by us under this Guarantee 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.

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 on or before a period of [...]

year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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 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.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

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 the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... crore (Rupees.....crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before.....201 __[...]

Dated, the.....day of 20

For

(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

SCHEDULE – 3

SCHEDULE - 3

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) potential consultant should not be privy to information from the Authority which is not available to others; or
 - (ii) potential consultant should not have defined the project when earlier working for the Authority; or
 - (iii) potential consultants should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) no consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is using "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, effective operation of "Chinese walls" may be a difficult proposition. As a rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be

considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority, but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDIX– I

APPENDIX-I
TECHNICAL PROPOSAL

Form-1 Letter of Proposal (On Applicant's Letter head)

(Date and Reference)

To,
Commissioner
Vijayawada Municipal Corporation
Canal Road, Vijayawada - 520001

Subject:

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
 9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/We further certify that regarding matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of Andhra Pradesh in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
 14. The Bid Security of Rs. [..]/-(Rupees _one [...] lacs) in the form of a Demand Draft is attached, in accordance with the RFP document.
 15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, Shall I/we have any claim or right of what so ever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
 16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
 17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form4.
 18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 19. I/We have studied RFP and all other documents carefully and surveyed the Project

site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Signature,
Name and designation of the authorized
signatory)
(Name and seal of the Applicant / Lead
Member

APPENDIX-I

Form - 2

Particulars of the Applicant

1.1	Title of Consultancy :
1.2	Title of Project:
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of it mainlines of business Name, designation, address and phone numbers of authorized signatory of the Applicant: Name:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principle place of business

1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India</p> <p>(ii) Has the Applicant or any of the Members in case of consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant /Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes ,the Applicant is not eligible for this consultancy assignment.</p> <p>(vi) Date from on which Consortium was incorporated. .</p> <p>(vii) Number of applications submitted in last one year (2018 to2019) In response to RFP for similar works:</p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant(and other Member of the Applicant's consortium)agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p>

1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p>Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p>Yes/No</p>
-----	--

(Signature, name and designation of the authorized signatory) For and on
behalf of.....

APPENDIX - 1

Form - 3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref.

Date

To,

Commissioner
Vijayawada Municipal
Corporation Canal Road,
Vijayawada - 520001

Subject:

Dear Sir,

I/We hereby confirm that we, the Applicant (along with other members in case of Consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (Insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized gaunter is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and
designation of the authorized
signatory)

For and on behalf of

APPENDIX -1

Form - 4

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 and selection as the Consultant for Appointment of Technical Consultant for "Planning, Designing and Project Management Consultants for Road Signages and Outdoor Advertisement in Vijayawada City (the "Authority") 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)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

APPENDIX -1

Form - 4 (a)

Power of Attorney of Lead member

Whereas the Commissioner, in its executive capacity represented by Vijayawada Municipal Corporation, (the "**Authority**"), has invited applications from interested parties for the Appointment of Technical Consultant for "Planning, Designing and Project Management Consultants for Road Signages and Outdoor Advertisement in Vijayawada City.

Whereas, (the consortium")are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office (hereinafter referred to as the "Consortium")do here by irrevocably designate , nominate, constitute, appoint and authorized. M/s having its registered office at....., as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Agreement, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Government, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF....., 20

For
(Signature)
(Name & Title)

Witnesses

- 1.
- 2.

Executants)
(To be executed by the Members of
the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

APPENDIX -1

Form - 4 (b)

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered on this the day of....., 20

AMONGST

1. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the "Second Part "which expression shall, unless repugnant to the context include its successors and permitted assigns) The above-mentioned parties of the FIRST and **SECOND PART** are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS

- A. [The Municipal Corporation, Vijayawada, Andhra Pradesh represented by its Commissioner and having its principal offices at [..] (Hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals ("**the Proposals**") by its Request for Proposal dated(the "RFP") for short-listing of bidders towards selection of Consultant for Appointment of Technical Consultant for "Planning, Designing and Project Management Consultants for Road Signages and Outdoor Advertisement in Vijayawada City ("Consultancy").
- B. The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application. **NOW IT IS HEREBY AGREED as follows: 1.**

Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, Have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the bidding process for the Consultancy. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the

selected consultant and awarded the Consultancy, it shall enter into a consultancy contract with the Authority and for performing all its obligations as the Consultant for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and thereafter during the term of the consultancy Agreement;
- (b) {Party of the Second Part shall be {the Technical Member of the Consortium;}

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the consultancy contract, till term of the consultancy contract.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not ,to the best of its knowledge.
 - a. Require any consent or approval not already obtained.
 - b. violate any Applicable Law presently in effect and having applicability to it
 - c. violate the memorandum and articles of association, by laws or other applicable organizational documents thereof;
 - d. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - e. Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or

prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the term of the consultancy contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Consultancy or does not get selected for award of the Consultancy contract, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

(a) This Joint Bidding Agreement shall be governed by laws of {India}.

(b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Signed, Sealed and Delivered Signed, For and on behalf of Lead Member by Second Part by”

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. _____ 2. _____

(Signature, Name, Designation, Address)

Notes:

- 1 *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2 *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

APPENDIX_I

Form-5

Financial Capacity of Applicant

S. No.	Financial Year	Annual Income / Turnover (Rs. in Crore)
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	

Certificate from the Statutory Auditor

This is to certify that(name of the Applicant) has received the payments/
income shown above against the respective years. Name of the audit firm:
Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

(Company Seal)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX - I**Form- 6****Particulars of Key Personnel**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed since	
1	2	3	4	5	6	7	8
1.	Team Leader/ Urban Management Specialist						
2.	Safety Cum Signage Expert						
3.	Financial Analyst						
4.	Marketing & Advertising Expert						
5.	Design Expert						
6.	Civil Engineer						
7.	MIS Expert						

APPENDIX - I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than four pages)

The Applicant shall clearly state its understanding of the TOR and highlight its important aspects. The Applicant may supplement various requirements of the TOR and make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than ten pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX - I
Form-8
Eligible Assignments of the Applicant

S. No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crores	Professional fees as per Work Order/ letter of Intent/ Letter of Award/ MOA/ Contract/ Client Certificate (in Rs. Lakhs)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

Brief description of the Project:

It is certified that the aforesaid information is true and correct to the best of my Knowledge and belief.

(Signature and name of Key Personnel)

(Company Seal)

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

* The Applicant should provide details of only those projects that have been undertaken by it under its own name.

APPENDIX -I
Form-9
Eligible Assignments of Key Personnel

S No	Name of Project	Name of Client	Estimated Cost of Project (in Rs.cr	Name of Firm for which Key Personnel worked	Designation of the Key Personnel on the Assignment	Date of completion of assignment	Man, days spend
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

*Use separate Form for each Key Personnel

*The names and chronology of projects included here should conform to the project-wise details submitted in Form 8 of Appendix -1.

Note: The Applicant may attach separate sheets experience of the provider brief particulars of Key Personnel.

APPENDIX - I

Form-10

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked
Name of project
Description of responsibilities
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

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

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX - I**Form - 11****Deployment of Personnel**

S. No.	Designation	Name	Day Numbers		Week Numbers	
			At Project site	Away from Project site	At Project site	Away from Project site
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						

Form – 12
Survey and Field Investigations

[illegible]

APPENDIX - I**Form-13****Proposal for Sub-Consultant(s)**

Details of the Firm	
Firm's Name, Address and Telephone	
Name and Telephone No. of the Contact	
Fields of Expertise	
No. of Years in business in the above Fields	
2. Services that are proposed to be subcontracted:	
3. Person who will lead the Sub -Consultant	
Name:	
Designation:	
Telephone	
No: Email:	

4. Details of Firm's previous experience

Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion
1.				
2.				
3.				

(Signature and name of the authorized signatory)
(Company Seal)

Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 10 and 11 of Appendix-I.
2. Use separate form for each Sub-Consultant

APPENDIX – II
FINANCIAL PROPOSAL
(On Applicant's letter head)

Date and reference

To,
The Commissioner,
Vijayawada Municipal Corporation,
Canal Road,
Vijayawada - 520001

Subject:

Dear Sir,

I/We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Request of Proposal dated _____(Date), and our Proposal (Technical and Financial Proposal). Our attached financial proposal is for the sum of Rs. _____ (Rs) (Amount in figures and words) inclusive of taxes.

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

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

Yours faithfully,

(Signature, name and designation of authorized signatory)
(Company Seal)