

VIJAYAWADA MUNICIPAL CORPORATION

REQUEST FOR PROPOSAL

**CONSULTANCY FOR PREPARATION OF DETAILED PROJECT
REPORT FOR REJUVENATION OF EXISTING STPs AND DP
STATIONS TO MEET EFFLUENT PARAMETERS AND
INSTALLATION OF BIO GAS ENERGY PLANTS AS PER CPHEEO,
MoHUPA, MoEF and NGT NORMS.**



**Commissioner
Vijayawada Municipal Corporation
VIJAYAWADA**

VIJAYAWADA MUNICIPAL CORPORATION

Rc. No.: CE-138418/2019

Dt. 13-11-2019

INVITATION FOR RFPS

Vijayawada Municipal Corporation invites 'Technical and Financial proposals' from reputed Engineering Consultants' for preparing Detailed project reports for upgradation of existing STPs, DP stations and Installation of Bio Gas Energy Plants to meet guidelines given by CPHEEO, MoHUPA, MoEF and NGT etc.

Interested agencies/ organizations can download RFP (Request for Proposal) from 14.11.2019 onwards from the website of Vijayawada Municipal Corporation, payment of Rs. 10,000/- towards cost of RFP by way of D.D drawn in favour of Commissioner, Vijayawada Municipal Corporation and Rs. 1,800/- of D.D drawn in favour of Commercial Tax officer payable at Vijayawada. Last date for submission of RFP is 28.11.2019 up to 3.00 PM.

**COMMISSIONER
VIJAYAWADA MUNICIPAL
CORPORATION**

DATA SHEET

A. General	
1.1	Name of the Client: Commissioner, Vijayawada Municipal Corporation Method of selection: Quality and Cost based Selection (QCBS) with ratio of 80:20
1.2	Name of the assignment: Preparation of Detailed Project Report for Rejuvenation of Existing STPs and DP stations to meet the Effluent Parameters and Installation of Bio Gas Energy Plants duly following guidelines of CPHEEO, MoHUPA, MoEF and NGT etc.
1.3	Scope of work The consultant has to prepare Detailed Project Report (DPR) for Vijayawada Municipal Corporation in light of the scope of work given below. The present assignment intends to meet the following objectives: <ul style="list-style-type: none"> i. Condition assessment of existing sewerage infrastructures like Sewage Treatment Plants (STPs), Sewage Pumping Stations etc. created in VMC under various schemes. ii. Condition assessment for the Rehabilitation / upgradation potential of these structures considering their year of construction, design period and present functioning status. iii. Preparation of DPR including comprehensive design of the system and cost estimates as per APSSR/ CPWD/GOI approved rates including Rate Analysis and supporting VMC in obtaining necessary approvals from CPHEEO, NGT, MoHUA, MoEF etc. iv. Feasibility study including Detailed Financials for Installation of Bio Gas Energy Plants in Various STP Locations in Vijayawada Municipal Corporation limits in accordance duly following guidelines of CPHEEO, MoHUPA, MoEF and NGT v. Assistance for necessary statutory/ administrative / GOI/ UNIDO approvals of the Final Detailed Project Report. vi. Explore Public Private Partnerships model for installation and/or operations and maintenance of STPs and Bio Gas Energy Plants. vii. Assistance in tender process for selection and appointment of Contractor/s for upgradation of STPs and installation of Bio Gas Energy Plants.

Detailed Scope of Work

The scope of work identified for the Request for Proposal (RFP) is as follows:

- i. Collect and review all the necessary information pertaining to existing sewerage infrastructure facility with respect to above mentioned objectives.
- ii. Conduct necessary survey and investigation required for necessary condition assessment of the existing sewerage infrastructure comprising Sewage Treatment Plants, Pumping stations, I&D works and other associated works.
- iii. Establish the standards for the treated sewage in accordance with the norms/ guidelines issued by NGT vide the order passed in April 2019 / CPHEEO norms.
- iv. Quantification and characterization of flow in all Pumping station / STPs and suggest necessary measures to be taken up to improve the effluent quality as relevant prevailing guidelines.
- v. Evaluate the treatment efficiency of existing STPs with reference to the norms issued by NGT vide order passed in April 2019 / CPHEEO norms and assess the feasibility of rehabilitation / up gradation of the existing STPs in light of the gap between the prevailing effluent quality and the NGT issued norms.
- vi. Formulate suitable proposals for rehabilitation / up gradation of existing STPs if the gap can be bridged.
- vii. Undertake Detailed Design and Detailed Engineering of related Electrical, Mechanical and Instrumentation systems including SCADA for upgradation of the STPs to meet the NGT guidelines/ CPHEEO norms.
- viii. Preparation of Operation and maintenance manual to operate and maintain the pumping station and STP efficiently so as to maintain effluent quality as per prevailing guidelines.
- ix. Preparation of plan for proper infrastructure development inside the STPs.
- x. Preparation of concrete proposal for upgradation and development of laborator in STPs.
- xi. Preparation of detailed estimate (Civil, Electromechanical and instrumentation) for the rehabilitation and / or upgradation based on condition assessment study.

	<p>xii. Energy Audit and equipment health audit shall be conducted and concrete proposal shall be give to make the pumping station and STP energy efficient.</p> <p>xiii. Undertake quantification and characterization of sludge and suggest necessary measures for resource recovery from STP such as bio-energy, bio fertiliser etc and formulation of financial model for the same to make the project viable.</p> <p>xiv. Feasibility / viability study to reuse the treated waste water in Industry and / or urban Irrigation etc including financial model.</p> <p>xv. Prepare detailed Bill of Quantities, Detailed Project cost estimates as per APSSR/ CPWD/ other GoAP/ GOI approved rate schedules and provide rate analysis.</p> <p>xvi. Study of comprehensive proposal on prevention of overflow of manholes in VMC limits</p> <p>xvii. Identification of bottle necks in operation and maintenance period and suggest necessary recommendations.</p> <p>xviii. Undertake detailed Feasibility study including detailed financials for Installation of Bio Gas Energy Plants in Various STP Locations in Vijayawada Municipal Corporation limits duly following guidelines of CPHEEO, MoHUPA, MoEF and NGT guidelines.</p> <p>xix. Prepare BOQs and detailed cost estimates as per APSSR/ CPWD/ other GOI/ GoAP approved rates for installation of Bio Gas Energy Plants at STP locations.</p> <p>xx. Estimate O&M costs (fixed and variable) as well as necessary periodic capital investments, including manpower requirements and associated costs towards chemicals and power.</p> <p>xxi. Identify the scope and revenue generating potential for sale of treated waste water to captive buyers located in the vicinity of the proposed treatment facility and/or exploring other possibilities for reuse of treated waste water.</p> <p>xxii. Prepare a detailed financial model(s) with cost and revenue inputs from the technical study to test the bankability of the Project.</p> <p>xxiii. Assistance for necessary statutory/ administrative / GOI/ UNIDO approvals of the Final Detailed Project Report.</p>
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	<p>xxiv. Explore Public Private Partnerships model for installation and/or operations and maintenance of STPs and Bio Gas Energy Plants.</p> <p>xxv. Undertake preparation of tenders under EPC/ Item Rate Contract/ PPPs as may be feasible and assist in selection and appointment of Contractor/s or Developers on PPP mode for upgradation of STPs and installation and operations of Bio Gas Energy Plants in accordance with per CPHEEO/ NGT guidelines.</p>
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1.4	A pre-proposal conference will be held: No Queries shall be E- mail: pmuvmc@gmail.com on or before 20.11.2019 Contact person: A. Satyanarayana Rao, EE (Projects) 9014427243		
B. Preparation of Proposals			
2.1	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1 st Inner Envelope with the Technical Proposal: 2 nd Inner Envelope with the Financial Proposal		
2.2	Clarifications may be requested not later than <i>10</i> days prior to the submission dead line. The address for requesting clarifications is: All requests for clarifications shall be made online through mail at E- mail: pmuvmc@gmail.com		
C. Submission, Opening and Evaluation			
3.1	The Consultants shall submit their Proposals Physically in the O/o The Commissioner, Vijayawada Municipal Corporation, Vijayawada		
3.2	The Consultant must submit: (a) Technical Proposal: one (1) hard Copy of the original proposal (b) Financial Proposal: one (1) hard copy of the original proposal Last date of submission : 28.11.2019 – 3.00PM Opening of Bids : 28.11.2019 – 5.00PM Opening of Financial Bids: Will be intimated after Technical Evaluation		
3.3	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals (St)		
	Sl No	Description	Points
	(i)	Specific experience of the Consultant (as a firm) relevant to the Assignment: Experience in preparation of DPR Under Ground Sewerage Project with project cost minimum of Rs. 100 Cr. including STP with capacity of 50 MLD and got approved by Government of India during last 5 years	20
	(ii)	Experience in preparation of DPRs for Installation of Bio Gas Energy Plants with a minimum capacity of 2000 cum/day during last 5 years.	15
	(iv)	Cumulative Annual Turnover – Rs. 10.00 Crores during last 3 Financial Years (2016-17 to 2018-19)	15

	(v)	Working experience with any Municipal Corporation / Govt. organizations for preparing DPRs following NGT Guidelines	20
	(vi)	Adequacy and quality of the proposed methodology, and work plan	15
	(a)	<i>Technical approach and Methodology</i>	5
	(b)	<i>Work Plan</i>	5
	(c)	<i>Organization and staffing</i>	5
	(vii)	Key Experts' qualifications and competence for the Assignment	15
	Sl No	Position	Qualification & Experience
	a	Team leader	M.Tech /M.plg– 20 Years
	b	Environmental Engineer	M.Tech (Env) – 10 Years
	c	Design Engineer	M.Tech (Civil) – 5 Years
	d	Mechanical Engineer	B.Tech (Mech)- 5 years
	e	Electrical Engineer	B.Tech (Elect.) – 5 Years
3.5 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.80, and P = 0.20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T \% + Sf \times P \%$.</p>		
4	Financial Proposals – The Consultants should quote fee as per Form annexed		

5	Time Schedule		
	SI No	Deliverables	Time Schedule
	1	Feasibility Report	10 Days
	2	Submission of draft DPR	20 Days
	3	Submission of Final DPR	30 Days
	4	Assistance in issue of Tenders for contractor/s selection	30 Days
	TOTAL		90 Days*
*Start date from issue of Work Order			
	Payment Schedule		
	SI No	Deliverables	Payment Schedule (% on quoted price)
	1	Submission of Feasibility Report	10 %
	2	Submission of draft DPR	25%
	3	Submission of Final DPR incorporating comments on draft DPR upon obtaining Administrative Sanction	25%
	4	On approval of Final DPR by Technical Authority	30%
	5	On appointment of Contractors	10%
	TOTAL		100%
6	WORK ALLOTMENT: Work allocation will be done based on the Highest scorer as per QCBS Method in ratio of 80:20		
7	The Detailed Project Report should meet all standards/norms stipulated by CPHEEO/ MoHUPA/ MoUD/NGT guidelines etc.		
8	Joint Venture – Not allowed		

1. TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal submission form.
2. Firm's references.
3. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Employer.
4. Description of the methodology and work plan for performing the assignment.
5. Team composition and task assignments.
6. Format of Curriculum Vitae of proposed professional staff.
7. Time schedule for professional personnel.
8. Activity (work) schedule.

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

To: (Name and Address of Employer)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Services for Detailed project reports for upgradation of existing STPs and DP stations and Installation of Bio Gas Energy Plants duly following guidelines given by CPHEEO, MoHUPA, MoEF and NGT etc. - Technical Proposal.

-o0o-

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

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

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

We remain

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/entity (profiles):
Name of Employer:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx., Value of Services (in Rs)
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE SCOPE OF WORK AND ON
DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On SCOPE OF WORK:

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

On the data, services, and facilities to be provided by the Employer

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

CONSULTING FIRM'S NAME:

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE
ASSIGNMENT

TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical / Managerial Staff

S.No.	Name	Position	Task
1.			
2.			
3.			
4.			

Support Staff

S.No.	Name	Position	Task
1.			
2.			
3.			
4.			

**FORMAT OF CURRICULUM VITAE (CV)
FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

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

Languages:

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

Certification:

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

Date: _____

[Signature of staff member and authorized representative of the Firm]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representatives: _____

Note: CV of each individual should be signed in original by the respective staff member along with the date and endorsed by the authorized representative of the lead firm.

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

S. No.	Name	Position	Reports Due/Activities	Weeks (in the form of a Bar Chart)						
				1	2	3	4	5	6	Number of Weeks

Full-time: _____
Reports Due: _____
Activities Duration: _____

Part-time: _____

Signature:

(Authorized Representative)
Full Name:

Title:

Address:

ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

S.No.	Item of Activity (work)	Week wise Program (in form of Bar Chart) [1st, 2nd, etc. are Weeks from the start of assignment]					
		1st	2nd	3 rd	4 th	5th	6th

B. Completion and Submission of Reports

* MODIFY AS REQUIRED FOR THE ASSIGNMENT.

Reports: *		Programmed: (Date)
1	Feasibility Report including concept duly carrying out Total Station survey of project area	
2	Submission of draft DPR	
3	Submission of Final DPR	
4	On approval of Final DPR	

(Consultants will indicate as per the requirement)

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

To: (Name and Address of Employer)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Services for Preparation of Detailed project reports for upgradation of existing STPs and DP stations and Installation of Bio Gas Energy Plants duly following guidelines given by CPHEEO, MoHUPA, MoEF and NGT etc- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal date [Date], and out (technical and Financial Proposals).

we are pleased to inform that we would charge Consultancy fee Rs. _____ (fees in words and up to 2 decimal only) exclusive of all taxes and inclusive of all out of pocket expenses, site visits, expenses of travel, documentation, communication and local office expenses incurred by consultants for carrying out the Services excluding service tax envisaged in this RFP document.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:

SCHEDULE OF SUMMARY PRICE PROPOSAL

SI No	Price Component	Currency	Cost
1	Remuneration	INR	
2	Reimbursables	INR	
3	Miscellaneous Expenses	INR	
	Sub-Total		
TOTAL			

Breakdown of Remuneration

SI No	Name	Position	Input Months	Remuneration Rate per month		Amount (INR)
				Currency	Rate	
KEY EXPERTS						
1				INR		
2				INR		
3				INR		
4				INR		
5				INR		
6				INR		
	TOTAL					
SUPPORT STAFF						
1				INR		
2				INR		
3				INR		
4				INR		
5				INR		
6				INR		
TOTAL						
GRAND TOTAL						

Breakdown of Reimbursable Expenses

No.	Description	Unit	Quantity	Unit Price in INR	Amount
1	Return Flights	Trip			
2	Miscellaneous Travel Expenditure	Trip			
3	Subsistence Allowance	Day			
4	Local Transportation				
5	Office rent	Month			
TOTAL					

Breakdown of Reimbursable Expenses

No.	Description	Unit	Quantity	Unit Price in INR	Amount
1	Communication cost between Office, Field and Client				
2	Drafting, reproduction of reports				
3	Equipment: Vehicles, Computers etc.				
4	Topographical survey				
TOTAL					

AGREEMENT OF CONSULTING SERVICES CONTRACT

This AGREEMENT ("Contract") is made on this _____ day of _____ 2019, at Vijayawada by and between

1. The Commissioner, Vijayawada Municipal Corporation having its registered office, Canal Road, Vijayawada 520001 represented by its Chief Engineer (Authorized Person) Sri _____ (hereinafter called the Client or VMC) which term shall, unless repugnant to the context or meaning thereof, shall include its successors, administrators and assigns, of the First Part,

and

2. M/s. _____, a company / Firm registered under the _____ Act having its registered office at _____ represented by its Authorized Person, Sri _____ (Designation) (hereinafter called the Consultant), which term shall, unless repugnant to the context or meaning thereof, include its successors, administrators, assigns (and legal representatives), of the Second Part.

The terms VMC/Client and Consultant shall hereinafter collectively refer to as 'Parties' and severally as 'Party'

WHEREAS

A. The First Party is a Government organization has a proposal for Preparation of Detailed project reports for upgradation of existing STPs and DP stations and Installation of Bio Gas Energy Plants duly following guidelines given by CPHEEO, MoHUPA, MoEF and NGT etc., it intends to engage the services of a competent consultant agency selected fromIndia for preparation of above DPR.

B. Under the competitive bidding process, the Client has selected the Second Party as per the terms and conditions of Request for Proposal (Bid Document)

NOW THEREFORE the parties hereto agree as follows:

Clause 1: The Agreement

This Agreement and the Appendix-A to this Agreement containing the RFP together with its Annexures, Schedules more particularly the Scope of Work and the Appendix-B to this Agreement containing the General Conditions of Contract shall constitute the entire Agreement.

Clause 2: Services.

The work to be performed by the Consultant under the Contract (such work being hereinafter called the Services) is more particularly described in the Scope of Work set forth as part of RFP.

Clause 3: Personnel.

- (a) The Services shall be carried out by the personnel (“Personnel”) of the Consultant and the Consultant shall be responsible for the payment of salary and other employee benefits to the Personnel. The Client shall not be responsible for any payment to the Personnel of the Consultant.
- (b) The Consultant shall, at all times, ensure that there is a Project Manager to supervise and coordinate the operations of the personnel in the field as well as such other personnel as may be required for the satisfactory performance of the Services and the Project Manager shall be responsible for liaison between the Consultant and the Client. The list of Personnel shall be in line with the tender issued by VMC for the appointment of the Consultant.
- (c) The Consultant shall inform in writing to the Client on the authorized signatory of the Consultant who shall sign the reports and invoices from the Consultant side.

Clause 4: Commencement/Effective Date.

The Commencement Date shall be the date of Signing the Agreement

Clause 5: Maximum payment to the consultant

The total amount of fees payable to the Consultant by the Client is limited to the amount quoted by the Consultant in its proposal and accepted by the Client and to be released as per the schedule of deliverables and payments specified in the Terms of Reference / RFP.

Clause 6: Deliverables and payment schedule

Sl No	Deliverables	Payment Schedule (% on quoted price)
1	Submission of Feasibility Report	10 %
2	Submission of draft DPR	25%
3	Submission of Final DPR incorporating comments on draft DPR upon obtaining Administrative Sanction	25%
4	On approval of Final DPR by Technical Authority	30%
5	On appointment of Contractors	10%
TOTAL		100%

The payments are subject to acceptance of the reports and of the documents by the competent authority for every stage of the project

Clause 7: Accounts for Payment.

- a. All payments under this Contract shall be made to the following account(s) of the Consultant:

A/c Name: _____

A/c. Number: _____

Clause 8: Authorized Representative of Consultant.

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by the designated representative and on behalf of the Client, VMC.

Clause 9: Notices and Requests.

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, or facsimile in writing to the party to which it is required to be given or made at such party's address specified below or at such other address as such party may specify in writing.

For the Client

Designation: Chief Engineer,

Address: The Commissioner,
Vijayawada Municipal Corporation, Canal Road.
Jawaharlal Nehru building,
Vijayawada, Andhra Pradesh state – 520001

Email:

ourvmc@yahoo.com

pmuvmc@gmail.com

For the Consultant

Address

Phone

E-mail

Clause 10: Notice of Delay:

In the event that the Consultant encounters delay in obtaining the required services or facilities for the conduct of the Services, the Consultant shall

promptly notify the Client of such delay, and may request an appropriate extension of time for completion of the Services.

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

FOR AND ON BEHALF OF
(THE CLIENT)

Authorized Representative

FOR AND ON BEHALF OF
(THE CONSULTANT)

Authorized Representative

APPENDIX-A

(Request for Proposal Document with its Annexures, Appendices and Schedules)

General Conditions of Contract

1. 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 shall have sole and exclusive jurisdiction over all matters arising out of and relating to this Agreement.

2. DISPUTE RESOLUTION

a) Amicable Resolution

Save where expressly stated to the contrary in this Agreement, any dispute arising under, out of or in relation to this Agreement including validity, interpretation, rights and obligations between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably through mutual discussions.

b) Arbitration

Any Dispute, which is not resolved amicably shall be finally decided by reference to arbitration. Such arbitration will be subject to the provisions of the Arbitration and Conciliation Act 1996. The place and seat of such arbitration will be at Vijayawada and the language of arbitration proceedings will be English. The arbitration award shall be final and binding on the Parties. Each Party shall bear the costs of award as will be fixed by the Arbitrator/s.

3. WAIVER

The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as waiver or a relinquishment of such terms, provisions, option, right or remedy but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

4. MODIFICATION OF AGREEMENT

Any modification/alteration to the terms and conditions of the Agreement shall be made by mutual consent in writing to be effective and binding.

5. PARTIAL INVALIDITY / SEVERABILITY

If for whatever reason, any provision of this Agreement is or become invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly

as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

6. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind over the other in any manner whatsoever nor this Agreement is entered as between principal-to- principal basis.

7. LANGUAGE

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in anyway relevant to this Agreement shall be in writing and in English language.

8. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or any other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement in writing executed by the Parties.

9. NON-ASSIGNABILITY

The Agreement is not assignable.

10. COUNTERPARTS AND REGISTRATION

This Agreement shall be executed in two counterparts and when executed and delivered shall constitute an original of this Agreement.

Data Sheet

1.	Name of the Client	:	Vijayawada Municipal Corporation
2.	Method of Selection	:	QCBS (Quality & Cost Based Selection) 80:20
3.	Pre-Bid Meeting	:	No pre-bid meeting
4.	Validity of the Proposal	:	90 Days from the last date of submission of proposal (Proposal due date).
5.	Is the Bidder is required to include with its proposal written confirmation of authorization to sign on behalf of the Bidder.	:	Yes.
6.	Joint ventures or Consortia are permissible	:	Not with standing anything in the document, Joint ventures or consortiums are NOT permissible.
7.	Currency for Proposal	:	Indian Rupees.
8.	Amounts payable by the Client to the Bidder under the contract will be subject to local taxation (Service tax-GST)	:	Yes.
9.	Will the Client reimburse the Bidder for any such taxes paid by the Bidder?	:	Yes.
10.	Submission of Technical and Financial Proposal	:	The Bidder must submit the original copy of the Technical Proposal and the Financial Proposal in two separate envelope covers placed in one cover mentioning the detailed name of the work.
13.	EMD and Performance Security	:	Rs. 1 Lakh EMD at the time of submission of proposal & Performance Security is to be submitted by successful bidder upon signing of Contract

14.	Details of EMD & Performance Guarantee	:	Rs. 1lakh rupees for EMD & 5% of the contract value for Performance Guarantee in the form of Demand Draft/ BG issued by any of the Schedule Commercial Banks in India in favour of the The Commissioner, Vijayawada Municipal Corporation.
15.	Last date of submission of proposal	:	28-11-2019 up to 3.00 PM in the O/o. The Commissioner, Vijayawada Municipal Corporation, Canal Road. Jawaharlal Nehru building, Vijayawada, Andhra Pradesh state – 520001
16.	Expected date for opening of Financial Proposals	:	After the Technical Evaluation