



REQUEST FOR PROPOSAL

For

SELECTION OF ARCHITECT / URBAN DESIGN CONSULTANT FOR
COMPREHENSIVE PLANNING, DESIGNING AND SUPERVISION OF
REDEVELOPMENT MASTER PLAN AND PEDESTRIANIZATION INCLUDING
STREETSCAPE DESIGN, FACE-LIFTING, BEAUTIFICATION, LANDSCAPING,
INTERSECTION REDESIGN, AND INFRASTRUCTURE UPGRADES OF LENIN
CENTER AND BESANT ROAD SHOPPING PRECINCT IN, VIJAYAWADA

RFP NO :- RC.CE – 102921/2020

February 2020

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

DISCLAIMER

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

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NOTICE INVITING TENDER (NIT)

INVITATION FOR REQUEST FOR PROPOSAL (RFP)

RC. CE-102921/2020

Dt. 01-02-2020

“VMC invites Request for Proposal for Selection of Architect / Urban design Consultant for Comprehensive Planning, Designing and Supervision of Redevelopment Master plan and Pedestrianization including Streetscape Design, Face-lifting, Beautification, Landscaping, Intersection Redesign, and Infrastructure Upgrades of Lenin Center and Besant Road Shopping Precinct in, Vijayawada.” Interested agencies/companies who are having experience in the similar nature of work including financial capability, having latest technical competency to perform this assignment can obtain the details and the Request For Proposal (RFP) documents from the office of the Chief Engineer, VMC, Vijayawada by paying Rs.20,000/- (Rupees twenty Thousand only) Non-refundable in the form of D.D. drawn in favor of the Commissioner, Municipal Corporation, Vijayawada payable at any Nationalized Bank in Vijayawada and Rs. 3600/- in favor of Commercial Tax Officer Vijayawada. The RFP can also be downloaded from the VMC website i.e., <http://www.ourvmc.org/engg/gentenders.asp> and vmc.ap.gov.in payment of Rs. 20,000/- can be made through DD while submission of RFP.

- Available / Issue of Tender Schedules . 01.02.2020 at 7.00 P.M
- Last date for Receipt of Bids . 15.02.2020 at 3.30 P.M
- Opening of Technical Bids . 15.02.2020 at 5.00 P.M
- Opening of Financial Bids . After Technical Bid Evaluation.

If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

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

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

Address for Correspondence:

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

Sd/-
COMMISSIONER

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

INTRODUCTION

1.1. Background

- 1.1.1.** Vijayawada Municipal Corporation, Andhra Pradesh (the "Authority") intends to undertake Consultancy services for Selection of Architect / Urban design Consultant for Comprehensive Planning, Designing and Supervision of Redevelopment Master plan and Pedestrianization including Streetscape Design, Face-lifting, Beautification, Landscaping, Intersection Redesign, and Infrastructure Upgrades of Lenin Center and Besant Road Shopping Precinct in, Vijayawada.
- 1.1.2.** With a view to inviting bids for the Project, the Authority has decided to undertake Consultancy services for Selection of Architect / Urban design Consultant for Comprehensive Planning, Designing and Supervision of Redevelopment Master plan and Pedestrianization including Streetscape Design, Face-lifting, Beautification, Landscaping, Intersection Redesign, and Infrastructure Upgrades of Lenin Center and Besant Road Shopping Precinct in, Vijayawada from a reputed consulting company. If found appropriate, Authority may award the Project to a suitable entity (the Consultant) 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 Consultant (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 the project. The Terms of Reference specified at Schedule-1 (the "TOR").

1.2. Requests for Proposal

The Authority invites proposal (the "Proposal") Selection of Architect / Urban design Consultant for Comprehensive Planning, Designing and Supervision of Redevelopment Master plan and Pedestrianization including Streetscape Design, Face-lifting, Beautification, Landscaping, Intersection Redesign, and Infrastructure Upgrades of Lenin Center and Besant Road Shopping Precinct in, Vijayawada. 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 on the date and time specified in Clause – 1.7.

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>) & vmc.ap.gov.in from **1st Feb 2020 7:00 PM** 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 1.8.1 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	06 th Feb 2020 by 5:00 PM
2	Pre-Bid Meeting	07 th Feb 2020 – 11:00 AM
3	Proposal Due Date or PDD	15 th Feb 2020 – 3:30 PM
4	Opening of Proposals	15 th Feb 2020 – 5:00 PM

1.8. Communications

- 1.8.1.** 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 , enginneringvmc@gmail.com , pmuvmc@gmail.com

Ph No – 9959442216, 9866514141

The Applicants are advised in their own interest to ensure that completed Proposal(s) reaches 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.

- 1.8.2.** The Official Website of the authority is <http://www.ourvmc.org/engg/gentenders.asp> & vmc.ap.gov.in
- 1.8.3.** 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.

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 should be a single entity to undertake the Consultancy in respect of the Project. The term Applicant used herein would apply to a single entity.
- 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. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (the "Sole Firm"). The term applicant (the "Applicant") means the Sole Firm. 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 Key Personnel**
The Consultancy Team shall consist of the following key personnel (the "Key Personnel")

Sl. No	Key Position	Professional Experience	Specific Expertise
1.	Team Leader /Architect /Urban Planner/Urban Designer	Minimum experience of not less than 15 years in Design.	Person shall have master's degree in architecture/ Urban Planning/Urban Design from an accredited college or university. Shall have experience as Team Leader/Project Manager in Planning/Urban Design assignments of similar magnitude and nature. Should have worked for at least two (2) similar assignments in last 5 financial years is necessary.
2.	Urban Designer	Minimum 5 years of experience in Urban Design projects.	Person shall have master's degree in urban design/ Urban Planning from an accredited college or university. Should have worked for at least two (2) similar assignments in last 5 financial years is necessary.
3.	Architect	Minimum 5 years of experience in Architectural design projects.	Person shall have bachelor's degree in architecture from an accredited college or university and have experience in design of public buildings.
4.	Environmental Specialist	Minimum 5 Years of experience as Environmental Engineer/Planner/ Design for projects in urban areas	Person shall have at least Master's degree in environmental planning /Engineering/Design from any accredited college or university.

Sl. No	Key Position	Professional Experience	Specific Expertise
5.	Structural Engineer	Minimum 5 years of experience in design of Road/structures.	Person shall have master's degree in civil/Structures Engineering from an accredited college or university have experience in design of public buildings, roads etc.
6.	Quantity Surveyor	Minimum 5 Years of experience as quantity surveyor in urban areas	Person shall have bachelor's degree in civil engineering from accredited college/university. Should have experience in preparation detailed BOQs and rate analysis for at grade road improvement, flyovers, etc.
7	Civil Engineer	Minimum 5 years of experience in design and work supervision	Person shall have bachelor's degree in civil engineering from accredited college/university. The candidate must have wide experience on design of pavement structures and in preparing specifications for construction materials.

In addition to the above, the team shall comprise of Transport Planners, Financial/PPP experts, Community mobiliser, Landscape Architect, Infrastructure/Utility expert, Road Safety expert, Branding expert and supported team.

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:

1. The architectural firm should have minimum **average turnover of Rs 1 crore** from consultancy services in last three Financial Years.
2. The architectural firm should be in the integrated practice with disciplines of architecture, interior design, landscape design, structural consultancy, urban design, interior design, electrical services, mechanical services, firefighting, HVAC, environmental design, energy consultant, etc.
3. The firm should have ongoing/completed projects anywhere in India with a minimum of **5 km** stretch in street redevelopment projects / site area of minimum 100 acres in architecture projects.
4. The firm should have at least three completed/ongoing projects of value not less than **Rs. 10 crores** of each project.

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.

- 2.2.4** The Applicant should submit a Power of Attorney as per the format given; 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.
- 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, 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.

2.3 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** 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 shall submit more than one Application for the Consultancy.

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 1.8.

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 2.5 above;
- d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.5 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 2.7.1, 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 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 through mail before the date mentioned in the Schedule of Selection Process at Clause 1.7.

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.

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 2.9 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 @ 3.30 PM on 15-02-

2020.

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

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 RFP shall accompany the Proposal.

2.12.4 Applicants should note the Proposal Due Date, as specified in Clause 1.7, 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 (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.
- (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 in 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 65 (Sixty-five) Years at the time of submitting the proposal;

2.13.3 Failure to comply with the requirements spelt out in the RFP 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 RFP 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 -6.

2.13.7 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.

2.13.8 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 given in RFP (the "Financial Proposal") clearly indicating the total cost of the Consultancy 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, equipment, printing of documents, surveys 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 @ 3.30 PM on 15-02-2020 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 formats given in the RFP.
- (b) Bid security as specified in Clause 2.19 "Financial Proposal" shall contain the financial proposal in the prescribed format given.

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 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.

2.16.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9 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.

2.19 Bid Security

2.19.1 The Applicant shall furnish as part of its Proposal, a bid security equivalent to Rs. 1,00,000/- (Rupees one 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. The Original DD shall be submitted along with the Technical Proposal at the address mentioned under clause 1.8 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. 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
- (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.
- (c) It is accompanied by the Power of Attorney;
- (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.

2.25 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 by the authority. 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

3.1.4

Sl. no	Description	Points
i)	Specific experience of the Consultants relevant to the assignment:	
a)	The Applicant shall have executed at least 2 projects of Urban renewal/Urban design OR at least 2 projects of street development, junction improvement and façade face-lifting projects in India.	15
b)	The Applicant shall have experience of handling at least 2 similar projects of cost above Rs. 20 crores each in the last 3 years.	10
c)	The Applicant handling Smart city projects anywhere in India ongoing / completed	5
d)	Average Annual Turnover – Rs. 2.00 Crores during last 3 Financial Years (2016-17 to 2018-19) – Certified by CA.	5
	Total points for criterion (i):	35
ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a)	Technical approach and Methodology	5
b)	Work plan	3
c)	Organization and staffing	2
d)	Technical Presentation (after shortlisting)	15
	Total points for criterion (ii):	25

iii)	Key professional staff qualifications and competence for the assignment as required for Part-A of the Assignment:	
1	Team Leader /Architect/Urban Planner/Urban Designer	9
2	Urban Designer	6
3	Architect	6
4	Environmental Specialist	5
5	Structural Engineer	5
6	Quantity Surveyor	5
7	Civil Engineer	4
	Total points for criterion (iii):	40

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 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:

3.4.2 $S = ST \times TW + SF \times FW$ Where S is the combined score, and TW and FW are weights assigned to Technical and Financial Proposal that shall be 0.80 and 0.20 respectively.

3.4.3 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.

FRAUD & 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, VMC 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.

b) Without prejudice to the rights of VMC mentioned above, hereinabove and the rights and remedies which VMC may have under the LOA, if an Applicant or Selected Consultant, as the case may be, is found by VMC 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, such Applicant or Selected Consultant shall not be eligible to participate in any tender or RFP issued by VMC during a period of 3 (three) years from the date such Applicant or Selected Consultant, as the case may be, is found by VMC 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 may be.

c) For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

“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 VMC 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 Work Order or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of VMC, 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 Work Order, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Work Order, who at any time has been or is a legal, financial or technical consultant/ adviser of VMC in relation to any matter concerning the Project;

“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“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;

“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by VMC 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

“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.

FORCE MAJEURE

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophes, epidemics or disturbances in the country.

Force Majeure shall not include

- I. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- II. any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

**" Selection of Architect / Urban design Consultant
for Comprehensive Planning, Designing and
Supervision of Redevelopment Master plan and
Pedestrianization including Streetscape Design,
Face-lifting, Beautification, Landscaping,
Intersection Redesign, and Infrastructure
Upgrades of Lenin Center and Besant Road
Shopping Precinct in, Vijayawada"**

TERMS OF REFERENCE(TOR)

SCHEDULE – 1: TERMS OF REFERENCE

Selection of Architect / Urban design Consultant for Comprehensive Planning, Designing and Supervision of Redevelopment Master plan and Pedestrianization including Streetscape Design, Face-lifting, Beautification, Landscaping, Intersection Redesign, and Infrastructure Upgrades of Lenin Center and Besant Road Shopping Precinct in, Vijayawada

Introduction

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

Vijayawada Municipal Corporation is the civic governing body of the city. It was constituted on 1st April 1888 and was upgraded to selection grade municipality in 1960 and finally to corporation in the year 1981. The jurisdictional area of the corporation is spread over an area of 61.8 km² (23.9 sq mi) with 59 wards.

1. Objective of the Project

Vijayawada Municipal Corporation intends to select an architect / Urban design consultant for providing consultancy for comprehensive planning and designing projects in Lenin Center and Besant Road, Vijayawada including the preparation and development of master plan, concept designs, architectural design, working, structural and service drawings for all the buildings.

The scope will also include preparation of specifications and detailed estimates, preliminary and working drawings for the services like electrical, plumbing, firefighting, IT, landscaping, roads & paths, traffic movement, parking & street furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and supervision of the execution of the final awarded works as per detailed scope of work for the proposed projects.

Location - The project site is Lenin Center and Besant Road Shopping precinct, Vijayawada

2. Proposed Buildings & Services

- a) Feasibility Study shall cover – The project for the site will be designed as expandable & scalable, sustainable state -of -the- precinct with modern functional, efficient and economical buildings conforming to best international practices.

- b) Generally, the buildings shall take into account local Indian architectural features and be sensitive to the cultural context. The precinct will have major component (buildings) as described in this section.
- c) All proposed buildings and corresponding infrastructure shall have to be scalable and future ready.

3. Role/Scope of the Architect / Architect Consultant

1. The Architect Consultant shall provide Comprehensive Planning and Designing for Redevelopment of Lenin Center and Besant Road, Vijayawada including but not limited to the preparation and development of Master Plan, Concept Designs, Preliminary and Detailed Architectural Design, Face-lifting works & Structural Drawings for all buildings, including preparation of specifications and Detailed Estimates, Preliminary and Working Drawings for the services like electrical, plumbing, firefighting, IT, landscaping, roads & paths, traffic movement, parking & furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning as per detailed scope of work for the proposed project
2. The selected Consultant shall be required to provide services in respect of the following:
Preliminary Conceptual drawings and Line cost estimate, tender level drawings and GFC drawings culminating in the following:
 - a) Basic existing Condition Mapping Drawings
 - b) Total station survey of the road stretch & precinct
 - c) Extensive field studies to map tangible and intangible aspects
 - d) Project wise Proposed Conceptual 3D views
 - e) Project Cost Estimates
 - f) Architectural detailed Drawings
 - g) Material specifications
 - h) Good for Construction (GFC) Drawings
 - i) Periodical supervision and co-ordination
 - j) As built Drawings

4. Deliverables

- Carry out a site survey for understanding the key site features and local (on ground environmental conditions including the physical setting, Accessibility, availability of water and other services like power, sewerage, storm water drain outs etc.) conditions of the project site as well as its surroundings.
- Collect all relevant information, i.e. Revenue map, Site RoW, Total station survey drawings, Heritage Building Grade / status, Ownership status, land use map, applicable development control regulations etc. Available data/ services will be provided by VMC

- Conducting meeting with client/authority & Develop the exact scope of work
- Produce preliminary/schematic drawings that may include Preliminary Site Plan, 3D illustrations or sketches and Preliminary Floor Plan, Practical and implementable designs as follows,

1. General

- Ascertain Vijayawada Municipal Corporation's requirements in consultation with various stakeholders, examine site constraints & potential and document Detailed Project Requirements (physical spaces and functional activities).
- Prepare & submit report about the site after evaluation of the state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs
- Prepare & submit a report of requisite compliances, identifying all applicable regulations, development guidelines such as FSI applicability, ground coverage, set-backs, building heights, development constraints, environment controls.
- Demonstrate approach to Master Planning and Architectural Design showing vision for the project, design philosophy and strategic approach.
- Prepare & submit Design Brief Document encapsulating the above for Vijayawada Municipal Corporation's approval.
- It is also a term of the assignment that the cost of the design shall be within the estimated project cost.

a. Master Plan

- Prepare requirements for Master Plan in consultation with stakeholders and analysis of site, topographic features, climatic conditions, geographical location and another relevant context.
- Conduct volumetric study and make urban form recommendations.
- Prepare Master plan with guidelines for volumetric and façade controls.
- Submit final Master Plan based on the inputs from development of conceptual architectural design studies and the stakeholders and finalize controls, circulation, guidelines and other aspects of Master Plan.
- Obtain approval of Master Plan from Vijayawada Municipal Corporation & obtain environment clearance or any other clearance that may be required to be obtained before proceeding further

b. Conceptual Architectural Design

- Review detailed requirements for various physical facilities and requirements.
- Prepare the Design Brief.
- Prepare and submit conceptual architecture design of all buildings for approval of Vijayawada Municipal Corporation, conforming to the detailed requirements.
- Present the Conceptual Design with IT enabled 3 D models.

c. Preliminary Engineering Services Design (including MEP, Life and Fire Safety and other Services)

- i. Determine the utility /load requirements and prepare & submit Design Basis Report for all the required services.
- ii. Prepare the concept design for the utilities.
- iii. Suggest the technologies which can be used for effective functioning of all services.

d. Preliminary Cost Estimates

- i. Prepare and submit preliminary cost estimates based on standard norms taking into consideration the proposed specifications, areas and construction techniques which are recommended to be used.

2. Detailed Design & Drawing

2.1 General

- i. Prepare final Master Plan including the site use plans for the approval of Vijayawada Municipal Corporation (including preparation of concept plan for approval along with master plan.
- ii. Modify the conceptual designs and cost estimates after incorporating any changes, as may be suggested by Vijayawada Municipal Corporation.
- iii. Preparation of detailed architectural designs of all buildings and related infrastructure, design of public health, electrical & mechanical services, landscaping design, graphic design and signage.
- iv. Submission of a Detailed Project Report including, phasing etc.

2.2 Architectural Design

- i. Modify the conceptual designs incorporating required changes and prepare the preliminary architectural drawings, sketches, study model, walkthrough, etc.
- ii. Prepare a detailed scheme for lighting design, including daylight utilization, outdoor lighting and façade lighting, security lighting conforming to best practices.
- iii. Preparation of architectural and construction details such as fixing details, installation details, joinery, inserts, cut-outs, standard details and other construction details as required for successful completion of the project.

2.3 Sustainable Analysis and Design

- i. Architecture design shall be analyzed for various sustainable considerations, including, day-light utilization and solar heat-gain reduction using appropriate IT tools to demonstrate the level of compliance. It shall refer to “NBC-2015: Approach to Sustainability” for specific guidance & Relevant guidelines.

- ii. Entire precinct and the buildings shall comply with the requirements for “Barrier Free”, preferably, meeting the objectives of “Universal Design” best practices.
- iii. Statutory and regulatory approvals shall remain the responsibility of the consultant.

2.4 Structural Design

- i. A report of structure system and construction technology to be adopted shall be submitted to validate the proposal.
- ii. Preparation of detailed structural analysis & structural design (including seismic design as may be applicable) based on design output.
- iii. Structural design shall be got vetted from an institution like IIT etc. to ensure design & detailing adequacy and design efficiency
- iv. A Structural Stability Certificate shall be given by the Design Consultant

2.5 Engineering Services Design (including MEP, Life and Fire Safety and other Services

- i. Revise design report with load calculation, recommendation on proposed equipment sizing/ selection and budgetary cost estimate.
- ii. Prepare single line services routes and ducts etc. with equipment space marking in plans with further detailing on areas/ plans.
- iii. Electrical: Substation layout, HT & LT single line diagram, panel room layout, electrical distribution system comprising of panels, distribution boards, bus bars, cables routes and layout, power distribution planning based on facility planning/ DG room layout along with panel details, earthing & lightning protection system.
- iv. Fire Safety: Layout & schematics for Fire Detection and Security system including Voice/Data /MATV systems.
- v. Plumbing: Schematic layouts of plumbing (water supply & drainage): water tanks & pump room layout, water treatment system, hot/cold water distribution, sewage & storm water disposal piping shafts, waste water disposal, sewage / effluent treatment system, boiler and hot water generator system with steam and condensate piping etc.
- vi. IT System: Schemes for electronic surveillance system, automation system etc. to be submitted.
- vii. Furniture: List of reputed makes/brands (minimum three of equivalent nature in each case) of various materials and fittings, and comparative pricing shall be made available.

2.6 Detailed Cost Estimating

- i. Schedule of quantities, analysis of rates, and preparation of detailed estimates (BoQs) in respect of all disciplines as per SOR, Andhra Pradesh.

2.7 Drawings and Documentation for Statutory Approvals

- i. Prepare drawings necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable and obtain statutory approvals thereof, if required, including making changes and providing all details as required by the statutory bodies.

- ii. Preparation of Environment Impact Assessment Submission and Fire Submission Drawings and documents as required meeting the requirements of the concerned Authorities.
- iii. Attend coordination meetings with the authorities as required.
- iv. Making changes to meet the authorities' requirements.

3. Tender Documents, Working & GFC Drawings

- 3.1 Modification to the Architectural Design and Services Design incorporating required changes and prepare final working drawings and service plans for the approval of Vijayawada Municipal Corporation.
- 3.2 Submission of detailed estimates/detailed Bill of Quantities for all items –civil works, interiors, MEP services, external development etc. in standard formats using standard description of the items for those as may be available in DSR published by Government of Andhra Pradesh, Central Public Works Department of the Government of India and standard engineering terminology for items that may not be available in the schedule.
- 3.3 Take-off-sheets, detailed specifications of the material/fittings to be used in the project shall also be made available.
- 3.4 Detailed BOQ for inviting tenders.
- 3.5 Tender drawings and working drawings shall be prepared in respect of all disciplines, including, Architecture design, MEP, Structure, Fire and Life Safety.
- 3.6 Prepare tender drawings, items of work, specifications (indicating applicable codes and standards, Quality Assurance and Quality Control procedures related to materials and processes, execution processes, acceptance standards, tolerances, modes of measurement and other documentation necessary for tendering process.
- 3.7 Draw up a master list of working drawings (notwithstanding non-inclusion any drawing, the same to be included subsequently), prepare working drawings, coordinated across various disciplines, incorporating reference to specifications as per contract documentation.
- 3.8 Prepare and submit Good for Construction (GFC) Drawings

4. Appointment of Contractors

- 4.1 Assist in analyzing tenders by preparing the justification rates after collection of the same from the respective location.

5. Construction

- 5.1 Topographical surveys and soil investigation reports of the site are available. Study and interpret soil investigation report and finalize input data for structural and foundation design for building(s), types of structures that will be most suitable, existing drainage systems & water flows which can be used to advantage of project to save cost or which need to be

accounted for to prevent disruption during execution and in working after project has been made functional.

- 5.2 During execution, participate in conferences and meetings with various stakeholders, as desired by the executing agency and rendering advise to the executing agency.
- 5.3 Coordinate and support all activities during construction related to design and architecture.
- 5.4 Preparation of good for construction drawings & submission of 6 sets of drawings along with the soft copy sufficient to facilitate execution of work on site.
- 5.5 Approve samples of various elements and components and assist Vijayawada Municipal Corporation in making appropriate choices.
- 5.6 Approve mock-ups, samples and shop drawings as necessary.
- 5.7 Check and approve shop drawings submitted by the contractor/ vendors, as required by the executing agency.
- 5.8 Architect & his specialist consultants/engineers shall visit the site of work, at intervals mutually agreed upon, clarify any decision, after interpretation of the drawings/specifications
- 5.9 All the detailed architectural and working drawings, where required, should be supported with 3D Views, blow-ups of typical & critical areas and walk through to facilitate understanding of designs by site engineers & compliance to designs. Preparation and submission of three-dimensional form, model showing the complete proposal. The size and scale of all the deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and as decided by the authority. All building-wise floor plans for all blocks, elevations, sections, furniture layout, equipment layout and finishing schedule should be prepared.
- 5.10 In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Construction Manager and his sub key personnel's (as appointed by Vijayawada Municipal Corporation), who shall work under the guidance and direction of Vijayawada Municipal Corporation and shall report to him. Architectural firm shall render complete support to the Construction Manager and facilitate the execution of works. In case any difficulty is envisaged in execution at site then, if need be, the designs/drawings shall be amended by the architect to remove bottle-neck.

6. Completion

- 6.1 Prepare and submit completion reports and drawings for the project as required and obtain "Completion/ Occupancy Certificate" from statutory authorities and any other permissions/approvals as may be required for making the building operational.

6.2 Submit 4 sets of the 'as built' drawings, along with a soft copy, after completion of works.

5 Time & Payment Schedule

S. No	Stage	Deliverables	Time Schedule (Weeks)	Payment Schedule (% on quoted price)
1	Stage - 1	On submitting conceptual designs and rough estimate of cost as per SOR, A.P	1	15%
2	Stage – 2	Upon client's approval/statutory approvals and preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	4	25%
3	Stage – 3	On submitting working drawings and details required for commencement of work at site	4	25%
4	Stage – 4	On completion of 25% of the work	12	20%
5	Stage - 5	On Virtual Completion & On submitting Completion Report and drawings for issuance of completion/occupancy certificate by statutory authorities, wherever required and on issue of as built drawings.	12	15%

6 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.

7 Reporting

- 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.
- 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.

- c) 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.
- d) The Deliverables will be submitted as per schedule provided in this RFP.

Power 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 Selection of Architect / Urban design Consultant for Comprehensive Planning, Designing and Supervision of Redevelopment Master plan and Pedestrianization including Streetscape Design, Face-lifting, Beautification, Landscaping, Intersection Redesign, and Infrastructure Upgrades of Lenin Center and Besant Road Shopping Precinct in, Vijayawada 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)

TECHNICAL PROPOSAL – STANDARD FORMS

Form Tech 1 – Technical Proposal Submission Form

[Location, Date]

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

Dear Sir:

We, the undersigned, offer to provide consultancy services for ***Selection of Architect / Urban design Consultant for Comprehensive Planning, Designing and Supervision of Redevelopment Master plan and Pedestrianization including Streetscape Design, Face-lifting, Beautification, Landscaping, Intersection Redesign, and Infrastructure Upgrades of Lenin Centre and Besant Road Shopping Precinct in, Vijayawada*** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form Tech 2 – Consultant's Organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

Form Tech 3 – Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer

On the Terms of Reference

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

Form Tech 4 – Description of Approach, Methodology and Work Plan for Performing the Assignment

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

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

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

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

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

Form Tech 5 – Team Composition and Task Assignments

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

Form Tech 6 – Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Date of Birth: _____ Nationality: _____
5. Education: _____
6. Membership of Professional Associations: _____
7. Other Training: _____
8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]*: _____
9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: _____

10. Employment Record:

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

Employer: _____

Positions held: _____

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

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

Form Tech 7 – Staffing Schedule

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: _____

Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

Form Tech 8 – Work Schedule

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

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

Form Tech 9 – Information and evidence for Eligibility Criteria's

Sl. No	Eligibility Requirement	Eligible Projects	Client	Documentary Evidence submitted
1.				
2.				
3.				

Proof of experience is necessary for the criteria's mentioned.

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

#Client Certificate means Completion Certificate document

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

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

Form Tech 10 – Undertaking

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

Name of Authorized Signatory

Designation:

Name of Firm:

Company Seal

FINANCIAL PROPOSAL SUBMISSION FORM

[On the Letterhead of the Firm]

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

Date:

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

Dear Sir,

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

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

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

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Yours faithfully,

(Signature of Authorized Signatory & Company Seal)
(Name, Title, Address, Date)

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