

REQUEST FOR PROPOSAL

ENGAGEMENT OF CONSULTANT

FOR

CONDUCTING PRE-FEASIBILITY AND

FEASIBILITY STUDY AND PREPARING DPR

FOR OUTERRING ROAD

AT NELLORE

AUG 2018

NELLORE URBAN DEVELOPMENT AUTHORITY

(NUDA)

Table of Contents

Section	Description	Page No.
I	Notice Inviting Tender	5
II	Instructions to Applicants	8
III	Data Sheet	11
IV	Preparation, Submission and Evaluation of Proposals	14
V	Terms of Reference	20
VI	Formats for Proposal Submission (Annexure)	29
VII	Work Order	37

SCHEDULE OF TENDER PROCESS

Nellore Urban Development Authority (NUDA) reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Event Description	Scheduled Date
Tender Notice No: 02/P.W/2018/NUDA	
RFP Issue / Start Date	02.08.2018
Date and Time for Pre-Bid Meeting	17.08.2017 at 10.30AM
Due date for Receipt of Proposals/ Bids (Proposal Submission Date or Proposal DueDate)	28.08.2018 at 3.00PM
Date and Time of Opening Bids (Outer Envelope & Envelope-1)	28.08.2018 at 4.00PM, or any other date as intimated by NUDA.
Date and Time of Presentation	Will be intimated to the qualified applicants
Opening of Envelope II (Financial Proposal)	Will be intimated to the qualified applicants

Any addendum / corrigendum to the RFP Document shall be uploaded on the website of Nellore municipal corporation - nellore.cdma.ap.gov.in

DISCLAIMER

1. The information contained in this Request for Proposal document ("**RFPDocument**") or subsequently provided to Applicants (Bidders/ Applicants), whether verbally or in documentary or any other form by or on behalf of Nellore Urban Development Authority (NUDA) (herein after referred to as "**Authority**" or any of its employees/ officers/ representatives, 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 neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the 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 / assignment proposed to be awarded pursuant to this RFP. 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/ consultants/ representatives /officials to consider the objectives, technical expertise and particular 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/ officers/ 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 / Tender Process (hereinafter defined).
6. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicants shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
7. 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 and information contained in this RFP.

8. 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.
9. The issue of this RFP does not imply that Authority is bound to select an Applicant or to appoint the Selected Applicant/ Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. Laws of the Republic of India are applicable to this RFP.

1. NOTICE INVITING TENDER

1. NOTICE INVITING TENDER (NIT)

To,

Whom so ever it is communicated by the authorize on behalf of NUDA

Dear Madam / Sir,

The Government vide G.O.Ms.No108, dt: 24.03.2017 of MA&UD (H1) Dept. have issued orders constituting **Nellore Urban Development Authority (NUDA)** under *Andhra Pradesh Metropolitan Region and Urban Development Authority Act, 2016* with the headquarters located at **Nellore** with the jurisdiction area of 1644.17 Sq. Km comprising of 5 ULBs stretching from Nellore Municipal Corporation, Kavali, Guduru, Sullurupeta municipalities & Naidupeta Nagara Panchayat and 156 villages in 21 mandals i.e, 145 villages in 19 mandals in SPSR Nellore District and 11 villages in 2 Mandals in Chittoor District.

The Vice Chairmen, NUDA, Nellore invites Expression of Interest from eligible bidders for conducting pre-feasibility and feasibility study and preparing DPR for the Outer Ring Road for Nellore City for in the state of Andhra Pradesh. Interested applicants are requested to submit in the office of NUDA on or before **28.08.2018 at 3.00PM.**

Brief Description of Services: Undertaking pre-feasibility and feasibility study, preparation of Detailed Project Report (DPR) for the 42 km long Outer Ring Road proposed for Nellore City

The RFP documents would be uploaded on the website of NUDA (nellore.cdma.ap.gov.in) after issuing an advertisement in a national daily. Bids shall be submitted by means of Hard Copy only. Details of the services required to be provided by the Selected Applicant and the details of the sites are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).

Proposal submissions must be received no later than the Proposal Due Date specified in the “**Schedule of Tender Process**” in the manner specified in the RFP Document at the address given below clearly mentioning the name of the assignment.

“ENGAGEMENT OF CONSULTANT FOR CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE”

To

The Vice Chairman,
Nellore Urban Development Authority (NUDA),
Door No:26-1-891, Near Shirdi Sai temple
B.V.Nagar, Mini By-Pass Road, Nellore
SPSR Nellore District
Andhra Pradesh – 24004

For Queries – Contact
Planning Officer

Email: nudaoffice@gmail.com

Website: nellore.cdma.ap.gov.in

This RFP has following sections*:

Section – 1	Notice Inviting Tenders
Section – 2	Instructions to Applicants
Section – 3	Data Sheet
Section – 4	Preparation, Submission and Evaluation of Proposals
Section – 5	Terms of Reference
Section – 6	Formats for Proposal Submission (Annexures)

** This RFP includes Draft Agreement for the assignment.*

The Consultant for providing its services for the said Assignment will be selected on the basis of Quality and Cost based Selection (QCBS) method as described in this RFP. The technical proposals of only those Applicants, who qualify the minimum eligibility criteria (Pre-Qualification stage), shall only be opened for evaluation, failing which the proposal shall be treated as non- responsive and deemed to be disqualified. The Financial Proposals (Price Proposals) of only those eligible Applicants (In the pre-qualification stage), who score the minimum of 60% in the technical evaluation as per the criteria prescribed in the RFP shall only be opened for final evaluation under QCBS approach as described in the RFP. The proposals of those eligible Applicants who fail to meet the minimum of 60% in the technical evaluation stage shall be returned un-opened and deemed to be disqualified from the selection process. The Applicant with the Highest Score (H1) in the QCBS process as outlined in the RFP shall be declared as the “Preferred / Selected Bidder” and shall be processed further for negotiations and issue of LoI.

The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the Applicant must attest all erasures and alterations made while filling the Proposal. Over writing of figures in the Financial Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.

The Authority shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. The Authority reserves the rights to cancel, terminate, change or modify this Procurement /Tender Process and /or requirements of proposal as stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.

The Proposal shall be valid for a period of not less than One hundred and eighty (180) days from the Proposal Due Date (the "**PDD**"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the Applicants to extend the period of validity for a specified additional period. The request

for the extension shall be made in writing. However, Applicants will not be permitted to modify their submitted proposals.

Date: 02.08.2018

For Nellore Urban Development Authority

Vice Chairman, NUDA

2. INSTRUCTIONSTO APPLICANTS

2. INSTRUCTIONS TO APPLICANTS:

The Authority has adopted a Single-stage Three-envelope process (hereinafter referred to as the “**Selection Process/ Tender Process**”) for selection of a Consultant, for award of the Assignment. The Proposal submission is envisaged in three parts –Minimum Eligibility Qualification Proposal, Technical Proposal and Financial Proposal. The Applicants may submit their Proposals in response to this RFP, in accordance with the provisions of this RFP (“**Applicants / Bidders**”). The Minimum Eligibility Qualification Proposal to be submitted by Applicants shall comprise of technical and financial capability documents and other requisite documents/clarifications as per the terms of this RFP. The Technical Proposal shall consist of all essential data as mentioned in this RFP for the sake of scoring. The Financial Proposal shall consist of Applicant(s) offer to execute the assignment in the form and format as required in this RFP. The Technical Proposals of only those Applicants who qualify in Minimum Eligibility Qualification stage shall only be opened. The Financial Proposals of only those Applicants whose Technical Proposal qualify the evaluation process (Equal or more than 60%), as per terms hereof, shall be opened for evaluation and selection of the Consultant.

Applicants are encouraged to inform themselves fully about the Assignment and the local site conditions before submitting their Proposals.

Broad description of the objectives, scope of services, Deliverables, and other requirements relating to this project are specified in this RFP. In case an applicant possesses the requisite experience and capabilities required for undertaking the project, it is invited to participate in the Selection Process either individually (the “**Sole Firm**”) or as a consortium of firms (the “**Consortium**”), where it is to be noted that the Applicants bidding individually cannot be a member of a Consortium or vice versa. The entity claiming experience under eligibility criteria (as mentioned in the data sheet) should have held, in the company owing the Eligible Assignment, a minimum of 26% (twenty six per cent) equity during the entire assignment duration for which Eligible Experience is being claimed. In the case of a Consortium, any of the members of the Consortium must have the mentioned / required experience as stipulated in this RFP and such member shall hold an equity not less than 26% in the Consortium at all times during the assignment Period. The experience/qualifications of the parent/subsidiary firm of any of the members will not be relevant.

Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/ annexures provided.

No Applicant or its Associate shall submit more than one Proposal for the Assignment. Experience of Associate or subsidiary shall not be considered for this assignment.

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

The Authority reserves the right to terminate an Applicant’s participation in the Tender Process at any time, should the Authority consider that an Applicant has, without the

prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.

Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6, authorizing the signatory of the Proposal to commit and bind the Applicant.

It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. 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 the RFP;
- d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest;
- f. Agreed to be bound by the undertaking and all other documents provided by it under and in terms here of; And
- g. Satisfied itself about the site conditions and its existing topography and made a complete and careful examination of the same.

The Authority shall not be liable for any omission, mistake or error 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.

The Proposal of an Applicant shall be liable for disqualification in the event of the following:

- a. If the Applicant refuses to accept the correction of errors in its Proposal,(or)
- b. at any time, a misrepresentation is made or uncovered or a suppressed fact is uncovered, (or)
- c. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal or does not respond to any queries raised by the Authority,(or)
- d. If the Applicant submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Authority.
- e. If the Applicant submits multiple proposals for the subject Assignment.

QUERIES AND CLARIFICATIONS

The Applicants are requested to study this entire tender document in detail. If the Applicants have any queries related to the RFP or on the proposed project, they may submit such queries to the Authority in writing at least Ten (10) days before the Proposal Due Date as specified in the “**Data Sheet**” through e-mail to the given mail Id: **nudaoffice@gmail.com**. Clarifications for all such queries received by / before Ten (10) days from the Proposal Due Date only would be provided by

the Authority at least Six (06) days before the Proposal Due Date and time of this RFP as mentioned in the data sheet. All such queries received and clarifications by the Authority shall be

uploaded on the website (nellore.cdma.ap.gov.in) without identifying the names of the Applicants. The applicants are advised to keep themselves updated on such updates frequently and authority takes no responsibility on any claims of non-information etc.

AMENDMENT TORFP

- a. At any time prior to the Proposal Due Date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP Document by issuing Addendum/Amendment.
- b. In order to provide the Applicants with reasonable time for taking an amendment into account, or for any other reason, NUDA may, in its sole discretion, extend the PDD.
- c. The above changes & amendments, if any, will be notified from time to time on the website as mentioned above.

CONFLICT OF INTEREST

- a. The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold Authority's interests 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 be in 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.
- b. 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.
- c. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. a constituent of such Applicant is also a constituent of another Applicant;(or)
 - ii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate;(or)
 - iii. such Applicant has the same legal representative for purposes of this Application as any other Applicant;(or)
 - iv. if an Applicant is engaged by the Authority to provide goods or works or services and if the Associate/s of such firm is engaged for providing consulting services for the same project and viceversa.

MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

The Applicant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the PDD. No Proposal shall be modified, substituted or withdrawn by the Applicant on or after the PDD.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

Any alteration/ modification in the Bid or additional information supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority shall be disregarded.

REJECTION OF PROPOSALS

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposals and to annul the Tender 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. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder or may take such other steps as it may deem fit in its sole discretion as per applicable laws without being liable for the same in any manner.

The Authority reserves the right not to proceed with the Tender Process at any time, without notice or liability, and to reject any Proposals without assigning any reasons and without being liable for the same in any manner.

- 2.16.3. If the Applicant has submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively “Foreign Documents”) then the Applicant, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project/ Assignment, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Applicant. However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Applicants may affix an 'Apostle' sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Applicant shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from the Ministry of External Affairs,

Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India.

3. DATASHEET

3. DATASHEET

S.No.	Key Information	Details
RFP DETAILS		
1.	Project/Assignment/Consultancy	“ENGAGEMENT OF CONSULTANT FOR CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE”
2.	Organization / Authority	Nellore Urban Development Authority (NUDA)
3.	Project Scope	Undertaking Pre-feasibility and Feasibility Study, Preparation of Detailed Project Report (DPR) for the nearly about 42 km long Outer Ring Road proposed for Nellore City
4.	Name and contacts of the Bid Coordinator	Planning Officer Email: nudaoffice@gmail.com Cell No.: 9121162481
5.	Bid Processing Fee	Rs. 10,000/- (INR Ten Thousand Only) to be submitted in the form of DD drawn from any Nationalized Bank in favor of “Vice Chairman, NUDA” and payable at Nellore.
6.	EMD	Rs. 2,00,000/- (INR Two lakhs Only) to be submitted in the form of DD/BG drawn from any Nationalized Bank in favor of “Vice Chairman, NUDA” and payable at Nellore. The EMD so submitted shall continue to be valid for a period of 180 days from the PDD.
Proposal Conditions and Evaluation		
7.	Proposal Validity	The Proposal shall be unconditional, firm and irrevocable and shall be valid for a period of 180 (One hundred and eighty) days from the Proposal Due Date (PDD)
8.	Minimum Eligibility Criteria	<p>The Applicant must meet all the following minimum eligibility criteria.</p> <ol style="list-style-type: none"> Financial Capacity: The Applicant shall have received a minimum income of Rs.12,00,00,000 (INR Twelve Crores) per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients. Experience:

S.No.	Key Information	Details
		<p>Preparation of feasibility report / DPR for 4/ 6 laning of Road projects having an estimated project cost not lesser than Rs. 600,00,00,000 (Rupees Six Hundred Crores), for which the implementation has started within the last 10 years preceding the Proposed Due Date.</p> <p>Note: The projects shown under eligibility should have been implemented (Completed). Projects executed as sub-consultant/outsourced are not considered for eligibility.</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 6,00,00,000 (INR Six Crores) for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 12,00,00,000 (INR Twelve Crores).</p> <p>3. The Applicant should not have suffered bankruptcy/insolvency in the last five years. A solvency certificate as a proof from any nationalized bank issued not older than one year should also be submitted.</p> <p>4. The Firm should not be blacklisted by any Governmental Organization. Self-certified document printed on Firm Letter head to be submitted</p> <p>The entity claiming the experience should have held, in the company owing the eligible project, a minimum of 26% equity during the entire project period for which the eligible experience is being claimed and shall hold an equity not less than 26% in the Consortium at all times during the assignment Period.</p> <p>(Proof of experience from the previous Authority for which the project is shown under eligibility is a must for the above criteria)</p>
9.	Proposal Evaluation	<ul style="list-style-type: none"> Technical Proposal of only those Applicants meeting the minimum eligibility criteria will be considered and undertaken for evaluation. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further evaluation process. Financial Evaluation: Price bids of only those consultants who score minimum of 60% in the technical evaluation stage shall be opened and the proposals below the score of 60% shall be returned un-opened and deemed to be disqualified from the selection process. The sole criteria for the selection of Master Planning consultant

S.No.	Key Information	Details
		shall be Quality and Cost based Selection (QCBS). The Technically qualified consultants shall be evaluated for Highest Score in the manner as prescribed in this RFP.
10.	Criteria for selection of Consultant (Proposal Parameter)	<ul style="list-style-type: none"> The Applicant with the Highest Score (H1) in the QCBS process as outlined in the RFP.
Proposal Submissions		
11.	Outer Envelope	<ul style="list-style-type: none"> Envelope 1, Envelope 2 & Envelope 3 as detailed in section 4 along with Bid Processing Fee
12.	Envelope 1: Proposal for Minimum Eligibility Qualification.	<ul style="list-style-type: none"> Signed RFP Document Checklist of Submissions ~ Annexure 1 Covering Letter ~ Annexure 2 Similar Experience towards minimum eligibility ~ Annexure 3 Solvency Certificate not older than one year ~ Annexure 4 Financial Experience towards minimum. Eligibility ~ Annexure 5 Power of Attorney ~ Annexure 6 Power of Attorney and MoU for Consortium ~ Annexure 7 (if required) EMD ~ Annexure 8
13.	Envelope 2: Technical Proposal	<ul style="list-style-type: none"> Similar experience – Details of the projects as required for the sake of technical evaluation and marking. Details of team members along with CVs as required for the sake of technical evaluation and marking. <p>As per clause 4.8 of the RFP</p>
14.	Envelope 3: Financial Proposal	The Applicants shall be required to submit their Financial Proposal in the format (Annexure A) as provided in the RFP duly filled and signed.

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4.1 GENERAL

- a. The Applicants shall bear all costs associated with the preparation and submission of its Proposal, including site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. The Authority shall not be responsible or liable for any such costs incurred.
- b. An Applicant shall be a Legal entity. An Applicant may be a natural person born in India or abroad or a private entity, a company, a partnership firm or a body corporate, an LLP or a Consortium incorporated in India or as per applicable laws of the country of its origin. A consortium of 2-3 firms / Agencies can participate in this Tender Process.
- c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- d. All communication and information shall be provided in writing and in English language only.
- e. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

PREPARATION AND SUBMISSION OF PROPOSALS

- a. The Proposals shall be prepared in separate envelopes as under.

i. OUTER ENVELOPE:

- a) Bid Processing Fee
- b) Envelope I : Minimum Eligibility Qualification Proposal
- c) Envelope II : Technical Proposal
- d) Envelope III : Price Proposal/ Financial Proposal

Outer Envelope shall be sealed, labelled as:

“ENGAGEMENT OF CONSULTANT FOR CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE”

SUBMISSIONS IN ENVELOPE I (PROPOSAL TOWARDS MINIMUM ELIGIBILITY QUALIFICATION)

The Envelope I shall contain the following documents.

- a. Signed RFP Document
- b. Checklist of Submissions as per **Annexure 1**
- c. Covering Letter as per **Annexure 2**
- d. **Similar Experience of the Applicant towards minimum eligibility:** Details of experience of the Applicants stipulated in data sheet in the format enclosed as **Annexure 3** along with the completion certificates issued by the respective clients.

- e. Solvency Certificate not older than one year. To be enclosed as enclosed as **Annexure4**.
- f. Financial Eligibility as per **Annexure 5** duly certified by the statutory auditor along with copy of audited balancesheets
- g. Power of Attorneyasper **Annexure6**
- h. Power of Attorney and MoU for Consortium ~ **Annexure 7** (ifrequired)
- i. EMD~ **Annexure8**

Envelope I (Minimum Eligibility Qualification Proposal) shall be sealed, labelled as:

PROPOSAL TOWARDS MINIMUM ELIGIBILITY QUALIFICATION FOR“ENGAGEMENT OF CONSULTANT FOR CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD ATNELLORE”

SUBMISSIONS IN ENVELOPE II (PROPOSAL TOWARDS TECHNICAL EVALUATION & QUALIFICATION)

The Envelope II shall contain the following documents.

- a. Details of Similar Projects - **Annexure 9** along with the completion certificates issued by the respective clients.
- b. Details of Key Professional Staff - **Annexure10**

The Criteria for technical evaluation would be as per clause 4.8 of this RFP

Envelope II (Technical Proposal) shall be sealed, labelled as:

PROPOSAL TOWARDS TECHNICAL EVALUATION & QUALIFICATION FOR“ENGAGEMENT OF CONSULTANT FOR CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE”

SUBMISSIONS IN ENVELOPE III (FINANCIALPROPOSAL)

The Financial Proposal shall contain the Professional Fee (i.e. the price quote) of the Applicant towards its fee for undertaking and executing the Assignment in terms of INR so as to execute the assignment for whole of the contract period of Thirty Six (36) months from the commencement date; that is inclusive of transportation, printing and stationery and all other expenses except applicable taxes. The Financial Proposal shall be submitted in the format enclosed as **Annexure A**.

Envelope III (Financial Proposal) shall be sealed, labelled as:

FINANCIAL PROPOSAL FOR“ENGAGEMENT OF CONSULTANT FOR CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE”

SIGNING OFPROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the Applicant. They should also sign & stamp each page of the RFP & return the same along with Proposal to NUDA. Each Applicant shall submit a Power of Attorney as per the format at Annexure 6; authorizing the signatory of the Proposal to commit and bind theApplicant.

OPENING OFPROPOSALS

- a. Proposals received on or before the Proposal Due Date (PDD) and time and in sealed condition will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.
- b. Those Applicants which have submitted the proposals will be duly intimated the date, time and venue for opening the proposals received as above. Authorized representatives of the participating Applicants are requested to be present during the proposal opening.
- c. The details of the authorized representatives (who choose to attend) present will be recorded.
- d. Name of the Applicants that have submitted the Proposals will be read aloud in the presence of firm's representatives and will be recorded.

OPENING AND EVALUATION OF ENVELOPE I&II (MINIMUM ELIGIBILITY QUALIFICATION PROPOSAL & TECHNICAL PROPOSAL)

- a. Envelope I will be opened and Annexure 1, 2, 3, 4, 5, 6, 7 & 8 along with the required supporting documents will be evaluated for Minimum Eligibility Criteria as per the Data Sheet stipulated in this RFP.
- b. Only those proposals meeting the Minimum Eligibility Criteria will be considered for further valuation.
- c. Applicants not meeting the minimum eligibility criteria will be deemed to be disqualified and will not be considered for further evaluation. No correspondence or representation will be entertained in this regard and the Authority's decision will be final in this regard.
- d. The eligible Proposals will be checked for all the mandatory documents and submissions (Annexures 1 to 8 and their supporting documents if any) duly signed as per the list provided above and in the prescribed formats. The Authority shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.
- e. The eligible applicants shall be notified and would be processed for further Technical Evaluation.

TECHNICAL EVALUATION CRITERIA:

In the first stage, the Technical Proposal will be evaluated on the basis of Bidders experience and the experience of Key Personnel as furnished in Annexure – 9 & 10.

Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the Bidders who get **Technical Score of more than or equal to 60% in Technical Evaluation** will qualify for Commercial Evaluation stage.

In this stage, the Technical Proposal will be evaluated on the basis of Bidders experience and the experience of Key Personnel. Any Bidder whose Technical Proposal scores less than 60 marks out

of 100 shall be liable to be rejected, and the other Technical Proposals shall be ranked from highest to the lowest on the basis of their technical score (ST) i.e., Only Bidders scoring ≥ 60 marks (equal to or greater than 60 marks) out of total 100 marks qualify for financial bid opening.

(A.) Similar Project Experience (40 marks):

EvaluationCriteria	Points	Evidence
Preparation of feasibility/pre-feasibility study/ report for 4/ 6lane Road projects of total length not lesser than 100Km and of total estimated project cost not lesser than Rs.600Crores(Rupees six hundred crores),for which the implementation has started with in the last10 years preceding the Proposed DueDate.	5 points per assignment subject to a maximum of 15points.	Client Certificateand other documentary proofs
Preparation of DPR for 4/6lane Road projects of total length not lesser than100Km and of total estimated project cost not lesser than Rs.600 Crores(Rupees six hundred crores),for which the implementation has started within the last10years preceding the Proposed Due Date.	5 points per assignment subject to a maximum of 15points.	Client Certificateand other documentary proofs
Preparation of DPR for Bridge/flyover having length more than 200m (either stand alone or as part of a highway project), for which the implementation has started withinthelast10 years preceding the Proposed DueDate.	5 marks per assignment subject to a maximum of 10points.	Client Certificateand other documentary proofs
Maximum Total Marks	40marks	

(B.) Key Professional Staff (60 marks):

The professional staffing of the bidders to be evaluated based on the Quality of the key personnel - 60 marks

Sl. No.	Key Personnel	Qualifications	Nos. of Resources	Idea Relevant Experience *	Points
1	Highways Engineer	Master's Degree in Highway/Transportation Engineering from a recognized university	2	10	16
2	Transport Planner	Master's Degree in Transport Planning from a recognized university	1	10	6

3	Traffic Engineer	Master's Degree in Traffic Engineering from a recognized university	1	10	6
4	Urban Planner	Master's Degree in Urban Planning from a recognized university	1	10	4
5	Structural Engineer	Master's Degree in Structural Engineering from a recognized university	1	10	6
6	Survey Expert	Surveying Expertise in Road Alignment	1	10	4
7	Geotechnical Engineer	Master's Degree in Geotechnical Engineer from a recognized university	1	10	4
8	Quantity Surveyor	Expertise in Quantity Survey minimum Graduate in CivilEng. From a recognized university	1	5	4
9	Financial expert	Financial Expert in Road Projects	1	5	2
10	Environment Expert	Master's Degree in Environment Planner/Engineer from a recognized university	1	5	2
11	Landscape Architecture	Master's Degree in Landscape Architecture from a recognized university	1	5	2
12	SIA Expert	Expertise in conducting Social Impactassessments	1	5	2
13	Material Engineer	Master's Degree Material Engineer	1	5	2

The score for each key personnel would be based on the following criteria:

Sl.No.	Criteria	Marks
1.	Relevant Educational Qualification	25max.
(a).	-Relevant Post Graduation	25
(b).	-Relevant Graduation only	15
2.	Relevant Professional Experience	
(a).	-Total Professional Experience (equalto15Yrs&Above)	25

(b).	-Total Professional Experience(equal to10 but less than 20Yrs)	10
(c).	-Total Professional Experience (less than 10Yrs)	0
3.	Adequacy for the Assignment	50max.
(a).	-15marks for each similar assignment*	30
(b).	-For each additional similar assignment*-10marks for each project	10

*Similar Assignment & Experience as defined in the Data Sheet

Minimum score required for technical qualification is 60 marks (max. marks = 100). Only those firms qualified in technical evaluation stage shall be preceded to the financial evaluation stage, failing which the bids shall be returned to the bidders leaving the financial covers unopened.

OPENING AND EVALUATION OF ENVELOPE III (FINANCIAL PROPOSAL)

- a. The Envelope II (Financial Proposal) of those Applicants who have qualified the Technical Evaluation stage i.e., scored minimum of 60 marks will only be opened.
- b. The Financial proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Price Proposal (Annexure – A), then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected and such Applicant will be eliminated from further evaluation process.
- c. **Requirements for Substantial Compliance:** Prior to the detailed evaluation of the Price Proposal, it would be determined whether each Price Proposal:
 - i. Has been properly signed and contains the required representations or commitments;
 - ii. Is presented in a manner that conforms with the requirements of the RFP including the specified format;
- d. **Material Deviation:** A material deviation or reservation is one
 - i. Which affects in any substantial way the requirements of the RFP and performance of the Project; or
 - ii. Which is substantially inconsistent with the requirements of the RFP.
 - iii. Whose rectification would affect unfairly the competitive provision of other competing Applicants presenting substantially responsive proposals.
- e. **Evaluation:** The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the

commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.

The bid price shall inclusive of all costs and excluding applicable taxes and levies and shall be in Indian Rupees (INR).

The responsive price bids only shall be evaluated.

CRITERIA FOR SELECTION OF CONSULTANT -QCBS

Financial Evaluation: Price bids of technically qualified firms will only be opened. Lowest Price Quote will be awarded 100 marks and remaining proposals will be marked proportionately in reference to lowest quote.

The Bidder that has the lowest number (L1) among all the other Fee proposals opened shall be given one hundred (100) marks. The remaining (L2, L3, L4, etc.) will be marked in reference to L1. For Example, if L1's quote / absolute number is 'A' and L2 is 'B', then $L1 = 100$ marks and $L2 = A/B * 100$ marks).

Combined Evaluation (Technical & Financial): Quality and Cost Based System (QCBS) evaluation criteria in the ratio of 70: 30 (70% technical and 30% financial weightage) as detailed in RFP.($S = St \times 0.70 + Sf \times 0.30$).

This is the final stage of proposal evaluation. As per the predefined QCBS evaluation criteria, 70% weightage will be given to technical score and 30% to the financial score. Accordingly, 70% of the technical marks and 30% of the financial marks will be combined/ summed up to arrive at the final marking. For example, if the technical score of a particular firm is 80 marks and financial score is 90 marks, then the combined technical and financial score in the ratio of 70:30 will be as computed below.

70 percent of technical score = $0.7 * 80 =$	56marks
30 percent of financial score = $0.3 * 90 =$	27marks
Totalcombinedscore	= 83marks

- The financial Bid would be assessed on the basis of the QCBS for the project.
- Generally, the Highest score Bidder shall be the "Selected Bidder". The remaining Bidders shall be kept in reserve and may be invited for negotiations in case such Bidder withdraws or is not selected for any reason.
- On completion of Evaluation of Technical and Financial Proposals, final ranking of the proposals will be determined by giving weightage to Technical and Financial Proposal, as specified in the Data Sheet. The firms will be ranked based on their weighted score. The firm achieving the highest combined technical and financial score will be invited for the contract negotiations.
- In the event that the Highest Score Bidder withdraws or is not selected for any reason in the first instance, the Authority may invite the second Highest Score bidder for negotiation. If the event, if second highest score bidder also withdraws or is not selected for any reason, then the next Highest score bidder shall be invited for the negotiations and soon.

In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

CONDITION ON APPLICANTs /BIDDERs

Bidding shall be open to Applicants (which include companies, partnerships, and proprietary concerns, LLPs), duly registered consortiums. In case of a consortium, the lead firm / Applicant (which shall be single entity) shall be specified and fully empowered to represent the consortium. The lead member shall have a minimum stake of 26% in the consortium and other members who claim the eligible experience should have not less than 26% at all times during the project duration.

The following conditions for consortiums shall apply:

A consortium contract which specifies the exact members of the consortium, to a maximum of three.

Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.

Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with JETDCL. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 1000/- (One Thousand only), the formats for which are supplied in Annexure C with this TENDER DOCUMENT.

The Consortium contract shall clearly specify the exact role and responsibility of each of the consortium members.

In case of the selected agency being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 2013. The work order in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the assignment, not less than 26% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium who claim the eligible experience would be required to hold, initially and at all times for during the duration of the assignment, not less than 26% of the aggregate shareholding of the newly incorporated consortium company.

A member cannot be a member of more than one bidding consortium. An individual applying as a Single Bidder cannot at the same time be member of any Consortium bidding under this TENDER DOCUMENT.

Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.

Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Work Order shall entitle NUDA to reject the Bid in its sole discretion.

NUDA reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the issue of the Work Order.

The Bidding firms / Applicants shall not be allowed to submit multiple proposals and such Applicants who submit such proposals shall be treated as non-responsive and be barred from the process.

Applicants are to be noted that NUDA reserves the right to reject the Bid or annul the Bidding process at any time.

NUMBER OF COPIES OF PROPOSAL

The Applicant shall submit one original and one soft copy (Editable format) of the Envelope – I & II separately, clearly marking each "Minimum Eligibility Qualification Proposal – Original" & each "Minimum Eligibility Qualification Proposal – Soft Copy" and "Technical Proposal – Original" & "Technical Proposal – Soft Copy", as appropriate. In the event of any discrepancy between the original and the soft copy, the original shall govern.

An Applicant shall submit only one original of the Financial Proposal, clearly marking the same as "Financial Proposal" in Envelope - III.

ANNULMENT OF AWARD

Failure of the Applicant to comply with the requirements set forth in this RFP Document and / or the provisions of the Work Order shall constitute sufficient grounds for the annulment of the award.

NUDA'S RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL PROPOSALS

NUDA reserves the right to accept or reject any Proposal in its sole discretion, and to annul the Tender Process or reject all proposals without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Award without incurring any liability.

5. TERMS OF REFERENCE

5. TERMS OF REFERENCE

INTRODUCTION:

The Government vide G.O.Ms.No108, dt: 24.03.2017 of M A&UD (H1) Dept. have issued orders constituting **Nellore Urban Development Authority (NUDA)** under *Andhra Pradesh Metropolitan Region and Urban Development Authority Act, 2016* with the headquarters located at **Nellore** with the jurisdiction area of 1644.17 Sq. Km comprising of 5 ULBs stretching from Nellore Municipal Corporation, Kavali, Guduru, Sullurupeta municipalities & Naidupeta Nagara Panchayat and 156 villages in 21 mandals (i.e, 145 villages in 19 mandals in SPSR Nellore District and 11 villages in 2 Mandals in Chittoor District).

The Master Plan for Nellore Town was sanctioned vide G.O.Ms.No. 969, MA, dated 21.11.1978 for first time while it was municipality; the then population was about 1.80 Lakhs. The Municipality was up graded as Municipal Corporation during the year 2005 and the Master Plan for Nellore City was revised during 2012 vide G.O.Ms.No.11, MA, dated 07-01- 2011. The Government of Andhra Pradesh vide G.O. Ms. No. 113 MA dated 29.2.2013 have merged adjoining fifteen Gram Panchayats into Nellore Municipal Corporation. After the merger of surrounding panchayats, the area of the Nellore Municipal Corporation has been increased from 49.3 Sq. Kms. to 149.38 Sq. Kms and the population of the Corporation has also been increased to 6,00,869. The density of population was dwindled considerably due to extension of City in all sides with the immense growth in intra-city traffic; the Mini Bye-pass road and NH-16 are under tremendous pressure already. The city has already extended beyond the Mini Bye-pass road and NH-16 which is a key factor in the increasing pressure on Mini Bye-pass road and NH-16. There is the worsening problem of traffic congestion within the city due to mixing of the regional and city traffic. In order to relieve the traffic pressure on the Mini Bye-pass road, GNT Road, NH-16 and the other major road networks of the city, a *Outer ring road (ORR)* of is proposed.

Project details & background:

In the region of NUDA the perspective plan, about 42 KM (16.0kms on Eastern side and 26.0Kms on western side of NH-16) length of Outer Ring Road (ORR) has been envisaged with 60 m wide road Right of Way. NUDA has intended to develop the proposed ORR for providing ease of access to the citizens of Nellore city and surroundings in the Region for reaching the regional road net- work.

In pursuance of the above, it is decided to carry out the process for selection of a Consultant through an open competitive bidding process. The Consultant will undertake to furnish preparation of Feasibility report and Design of alignment of ORR including Detailed Project Report (DPR) and Detailed Design Estimate covering traffic to Surveying, Soil exploration, preparation of plans digitally combined village maps, LS, CS @ 10m intervals connecting GTS Bench marks as well as to Satellite Imagery, suggest on land procure method (Land pooling scheme/Town planning scheme/Land acquisition), Design of structures as per latest IRC and relevant codes, preparation of Detailed Estimates as directed by competent authorities.

Project Name

- (4) To provide High Speed connectivity and to provide quick and improved access to activity centers/ areas and transport terminals without disturbing the city traffic.

Benefits of ORR

With the above objectives this Ring Road will provide multiple benefits such as:

- (1) Reduce travel time, travel cost and pollution substantially.
- (2) Fast and safe connectivity resulting in savings in fuel, and total transportation cost to Society.
- (3) Employment opportunity to people.
- (4) Development of local industry, agriculture and handicrafts.
- (5) Development of tourism and pilgrimage.
- (6) Transporting, processing and marketing of agricultural products.
- (7) Opening up of opportunities for new developments.
- (8) Better approach to Medical and Educational services and quick transportation of Perishable goods like Fruits, Vegetables and Dairy products.
- (9) Improved quality of life for people and soon.
- (10) Enhance the value of government lands in and around the proposed alignment.

Brief Scope of Work

Technical Feasibility:

- (1) Carry out the preliminary survey by using satellite or appropriate technique for fixing of suitable alignment amongst various alternatives for Outer Ring Road based on the analysis of possible minimum three alternative alignments considering the socio-economic factors of the influence area, topography, geology, environmental aspects and other related factors along the alignment. And its integration with proposed/existing transport infrastructure as part of Nellore Master Plan.
- (2) Planning and designing the ORR alignment addressing the needs of all transport modes and considering the future demand.

Socio-economic Feasibility

- (1) Must provide the details of dynamics in the development activities with respect to land-use, list of potential land parcels for development, market analysis, etc due to the development of ORR.
- (2) Develop R&R Packages.
- (3) It also needs to provide the suitable funding mechanisms for development of ORR

DPR and DE:

- (1) Conduct necessary traffic surveys and axle load survey and demand forecasting for next thirty years. Carry out engineering surveys including topographical survey, sub-grade soil investigations, geotechnical investigation, etc for the approved alignment.
- (2) Must suitably design the structural items including the piers, abutments and various salient points.
- (3) Preparation of a Road Development Plan with detailed design of curves at intersections, mid sections and all the features of Road Infrastructure. Fixing the road level at the safe level considering the maximum Flood Level. Suitable cross drainage and catch drain have to propose for possible inundation of road during heavy floods.
- (4) Prepare a strategic plan for its implementation.
- (5) Detailed Estimates shall be prepared and assess broad financial analysis of the project. Environmental Impact Assessment, Environmental Management Plan and Rehabilitation and Resettlement Studies shall be carried out.

Detailed Scope of Work

The following are the activities are needed to be performed by the Consultant.

Preparing the Feasible Alignment

Carry out the preliminary survey by using satellite or appropriate technique for fixing of suitable alignment amongst various alternatives for ORR.

Development of minimum three (3) different alternative alignments considering the socio-economic factors of the influence area, topography, geology, environmental aspects and other related factors along the alignment and its integration with proposed/-existing transport infrastructure as part of Nellore city Master plan.

Capture the existing data

- (1) Mapping of proposed ORR alignment, Land Use using Remote Sensing/Lidar survey including Total Station Survey.
- (2) TSS must conduct till 500 m beyond the proposed ROW for the connecting streets all along the proposed road in detail.
- (3) Inventory of existing land-use / land cover i.e. forest land, location, type, species of trees with girth more than 30 cm (measured at 1 m height from the ground level), water bodies, wet lands, hillocks, religious structures, river crossing, cross drainage, village settlements, buildings, major utilities and other structures, side roads, all road crossings, major pedestrian/animal crossing points, the broad terrain characteristics and engineering properties of soil / sub-soil conditions, hydrological parameter, HFL of water bodies, water logging stretches and other environmental aspects which require attention in planning, designing and construction / development of 42 kms of ORR with 60 mts of Right of Way (RoW) must be mapped in various layers of AutoCADD.
- (4) Broad inventory and surveys for evaluating the existing condition of proposed alignment of ORR for pavements (for existing road), bridges, cross drainage structures, drainage provisions, and slope stability assessment, etc., needs to be carried out.
- (5) Broad mapping of population and settlement pattern falling in and around the ORR alignment.
- (6) Mapping of 60 m wide Row strip plan of ORR on the cadastral data and preparation of Land use register for the proposed alignment of ORR including FMB level Data.
- (7) Mapping of the above details in scale of 1:1000 for the entire RoW of ORR.

Design of ORR

- (1) Preparation of DTM design and projection of the surveyed road duly correcting and fine tuning it with spot field checks.
- (2) As far as possible, the ORR alignment should avoid settlements, terrains and other natural features, environmental aspects, and follow the standard designs and construction aspects and highway safety aspects, etc., warrant for corrections / changes in the alignment wherever required.
- (3) Identifying factors controlling alignment due to practical difficulties such as intermediate obstructions and topography, obligatory points (points through which alignment is to pass, and points through which alignment should not pass), road geometric design factors such as gradient, radius of curvature, etc., should be examined. DGPS point should be taken and marked in the GIS for correct ORR alignment.
- (4) Mapping of feasible alignment with alternatives, including evaluating the merits of each alternatives on techno economic aspects for consideration of NUDA. Based on the feedback prepare the final feasible alignment.
- (5) For the final alignment, provide preliminary highway designs, typical cross sections, locations of bridges, culverts, cross drainage works, utilities ducts, bypasses, service roads,

interchanges/grade separators, junction improvements, designs and highway embankment stretches of ORR.

- (6) Prepare the final feasible alignment with necessary details in scale of 1:1000 for the entire length and ROW of ORR.
- (7) Mapping of the final feasible alignment of ORR on the cadastral data and preparation of Land use register duly reflecting all the changes affected that will have impact on the Nellore Master Plan.
- (8) During preparation of the feasible alignment following needs to be considered.
 - (a) The drainage pattern of the area should be kept undisturbed, natural environment, human habitation and heritage sites have to be protected.
 - (b) Provide and Design the missing links/bypasses along the ORR wherever necessary to develop better connectivity.
 - (c) Proper care should be taken while planning and designing the carriageway and service roads such that, the section could be widened to multi-lane or development of mass transit corridor (BRTS/MRTS/etc.,) at a future date without disturbing the utilities or service roads.
 - (d) Suitable and appropriate bypass/widening proposals should be considered, wherever the existing road is passing through the rural/urban settlements.
 - (e) As far as possible, to minimize the land acquisition, service roads, alignment corrections, improvement of intersections, grade separators, etc., shall be within the 60m right of way. Except for locations with inadequate width and where provisions of short bypasses for etc. found necessary and are practicable and cost effective.
 - (f) Fix the permanent bench mark at 500 m interval and permanent geo reference points
 - (g) Follow master plan principles and proposals.
 - (h) Fix road level as per the specifications considering MFL.

Undertake broad Socio-economic and financial analysis of the project:

- (1) The preliminary concept of ORR should examine the future inter and intra cities, regional traffic demand, surrounding land-use development, roadside amenities, O&M infrastructure, safety structures, interchange area requirements and other required provisions/measures/impacts, etc., need to be considered and shall be indicated in the plan.
- (2) Preliminary concept design of ORR multi-lane carriage way with mass transit corridor development, Plans of longitudinal and cross sections shall be prepared as per IRC/MORTH standards.
- (3) Assess the traffic volume data and O-D data by conducting the required necessary traffic surveys pertaining to ORR.

- (4) Review of all available reports and published information about the project road and the project influence area.
- (5) The development plans/projects/works that can be proposed or implemented in potential land parcels by conducting market analysis which may have impact due to ORR development within its influence zone/area, should be examined and recommended for development as a revenue source for NUDA.
- (6) Appropriate measures have to be suggested for mitigating the effects of property and community severance and circulation of the local and access traffic.
- (7) Preliminary environment and social assessment duly identifying probable positive and negative impacts and cost effective measures for maximizing positive & minimizing negative impacts. Assessment of impact of land acquisition and resulting displacement of people/ deriving income from land/ assets to be acquired.
- (8) Broad economic analysis of the project, quantify all economic benefits, Estimate the economic internal rate of return (EIRR) for the project over a 30-year period. Sensitivity analysis on the basic parameters affecting EIRR.
- (9) Conduct EIA, SIA studies and prepare report.
- (10) Consultant shall furnish land protection details as per the mapping made available for further processing

Prepare Detailed Project Report and Detailed Design Estimates:

Standards

All activities related to field studies, design and documentation shall be done as per the latest guidelines/circulars of MORTH and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). For aspects not covered by IRC and BIS, international standard practices, such as, British and American Standards may be adopted. All notations, abbreviations and symbols used in there ports, documents and drawings shall be as per IRC:-71-1977

Detailed designs

Prepare detailed designs & drawings covering structural designs & drawings for the following elements:

- (1) ROW with Carriage way and other detailed infrastructure covering Geometrical elements for inner Ring Road.
- (2) Storm water drainage within the ROW and design of cross drainageworks.
- (3) Special provisions for elevated, underground, underpass, and high embankment structure roads and other infrastructure
- (4) Pavement designs including medians with materials with specifications
- (5) NMT (cycle tracks) (6)
- (6) Pedestrian walkways
- (7) Plantation strips and irrigation
- (8) Integrated utility tunnels
- (9) Smart street lighting and ITS Phase-I facilities
- (10) Bus bays and sick bays with area requirements
- (11) On street parking for IPT, Goods Vehicles, emergency, etc.
- (12) Public Transport Network system (BRT/MRT, etc.,) corridors integrated with IPT/feeder network (with requisite infrastructures)
- (13) Public transport stations
- (14) Signage on road network, other locations with related infrastructure in 2 or 3 languages as per IRC.
- (15) Pavement markings on road network, other locations with related infrastructure as per IRC.

- (16) Junctions with signal design and cycle phasing, interchanges and grade separators details including area requirements with respect to phasing
- (17) Cross Masonry/Cross Drainage works (CM&CD) and other hydraulic structures if any.
- (18) ROB/RUBs, bridges & culverts, flyovers, cloverleaf, footover bridges, other structures, infrastructure, etc.
- (19) Multi-modal network, bus and rail transport nodes, interchange hubs, other infrastructure requirements including facilities and amenities with respect to phasing
- (20) Possible locations of wayside amenities, operation and maintenance infrastructure, safety structures, etc., shall be detailed out.
- (21) Complete drainage system and disposal point for stormwater

Prepare GAD and obtain approvals

- (1) Plot all site plans, L-section and C-section. Scale to be 1:1000 for longitudinal axis (along the road), 1:100 for lateral axis (across the road) and 1:50 for vertical axis (height above or below the road level)
- (2) Prepare good for construction drawings for all the components
- (3) Prepare structural designs and drawings for all the components

Prepare DPR which will include the following (list not exhaustive)

- (1) Pre-feasibility & feasibility study
- (2) Detailed designs
- (3) Detailed estimations
- (4) Value Engineering
- (5) Detailed Bill of Materials (BoM)
- (6) Rate Analysis
- (7) Detailed Capital Cost
- (8) O&M cost estimates
- (9) Phasing of the project
- (10) Good for construction GAD
- (11) Project implementation schedule

Others

Conduct SIA, EIA and EMP

Prepare a detailed Social & Environmental Impact Assessment proposals and its mitigation program as per the relevant environmental acts and regulations as applicable. Assist in preparing a n d filing clearance of EIA and SIA with respective competent authorities.

Preparation of initial Poverty and Social Assessment Reports (IPSA), resettlement framework, preparation of resettlement plans as per guidelines of Govt. Of India R&R Policy.

Road safety audit to identify a r e a s of major concern, including black spots, and measures to be taken for improving road safety.

Tender Documentations

Prepare contracting s t r a t e g y including packaging for obtaining approval.

Prepare the following necessary documentations (non-exhaustive) for tender process,

- Scope of Works
- Technical Standards and Specifications
- Tender documents along with drawings in stipulated manner.
- Detailed Bill of Quantities

Support during execution

Revision of plans and drawings according to deviation taken place.

Note:

1. All DPRs and detailed designs to be conform to the strategy prescribed in the Masterplan.

2. DPRs to be in conformity with the requirements of the international multilateral/bilateral funding
3. All drawings, plans and reports will be vetted by the third, who will provide feedback and inputs on the same.
4. All the detailed designs & DPRs of any component shall be done with the purpose of making that system full-functional and operable
- 5 The list of items provided in Part-II is indicative in nature (and not exhaustive) and the bidder is expected to fill in the gaps and improvise the list as per industry best practices
6. Nellore master plan is as provided on the DTCP website www.dtcp.ap.gov.in

DELIVERABLES, TIME LINES AND PAYMENT SCHEDULE

In pursuance of this scope the Consultant shall prepare the Reports as a part of this Consultancy. The Consultant shall submit the reports to **NUDA** as per the schedule given here under. Upon completion of each deliverable, NUDA will scrutinize the draft reports and convey its observations to the consultant for the final submission.

The schedule for the key deliverables and payments is as detailed below:

Sl. No.	Deliverable Items	Timeline	Payment**
1	Inception Report	4 weeks	10%
2	Alignment with traffic reports	12 weeks	10%
3	Report on Indicative GAD of structures	14 weeks	10%
4	Pre-feasibility and Feasibility report along with LA plans along with details of soil exploration, concerned field work and site plans and its approval	18 weeks	10%
5	Draft DPR along with finalized conceptual design and specifications and its approval	22 weeks	25%
6	Final DPR along with all annexures to be accompanied in its full shape and its approval	26 weeks	30%
7	Support during execution up to 3 years from approval of final DPR	On completion of the work or 3 years from the date of approval of DPR	5%

Completion of Services

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

PAYMENTS TO SELECTED PROJECT DEVELOPMENT CONSULTANT

The Professional Fee as quoted by the Selected Bidder for the Assignment plus applicable tax shall be paid by NUDA as per the milestones defined in section 5.2 of this RFP.

The Consultant shall be entitled to the following Consultancy Fees upon approval of the same by the Authority and the consultant shall raise the invoices for each of the aforementioned deliverable / stage upon completion and approval by the Authority thereof. The consultant shall be paid within thirty days from the date of submission of such invoice.

PERFORMANCE SECURITY

The Applicant(s), by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged and accepted that the consultant shall submit a performance security for an amount in INR equivalent to 5% of the quote as quoted by the selected bidder in the form of BG in the form and format to be provided by the authority along with the Letter of Award (LOA) before the signing of agreement and not later than 28 days from the issue of LOA. The Performance Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the tender Documents or otherwise, under the following conditions:

In the case of Selected Applicant/ Selected Bidder, if it fails to fulfill the assignment as mentioned in the scope of this RFP.

In the case of Selected Applicant/ Selected Bidder, if it fails within the specified time limit to conclude the Assignment as per the deliverables agreed with the Authority in the agreement.

6. FORMATS FOR SUBMISSION OF PROPOSAL

6. FORMATS FOR SUBMISSION OF PROPOSAL

Format for

CHECKLIST OF SUBMISSIONS IN ENVELOPES I, II & III

S.No.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Remarks
1.	Signed RFP Document		
2.	Covering Letter (Annexure 2)		
3.	Experience Details towards minimum eligibility qualification (Annexure 3)		
4.	Solvency Certificate (Annexure 4)		
5.	Financial Eligibility (Annexure 5)		
6.	Power of Attorney (Annexure – 6)		
7.	Power of Attorney and MoU for Consortium (Annexure – 7)		
8.	EMD (Annexure – 8)		
9.	Details of Similar Experience for Technical Evaluation (Annexure – 9)		
10.	Details of Team Composition (Key personnel) for Technical Evaluation (Annexure - 10)		
11.	Financial Proposal (Annexure - A)		

Format for

COVERING LETTER (LETTER OF PROPOSAL)

(On Applicant's Letter Head)

To,
The Vice Chairman,
Nellore Urban Development Authority (NUDA),
Door No:26-1-891, Near Shirdi Sai temple
B.V.Nagar, Mini By-Pass Road, Nellore
SPSR Nellore District
Andhra Pradesh - 524004

Date:

Sub: "ENGAGEMENT OF CONSULTANT FOR CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE"

With reference to your RFP Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for engagement of consultant (the "Consultant") for the subject assignment. The proposal is unconditional and unqualified.

2. I/We acknowledge that NUDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I / We shall make available to NUDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of NUDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) We have examined and have no reservations to the RFP Document, including any Addendum issued by NUDA;

(b) I / We do not have any conflict of interest as mentioned in the RFP Document;

(c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with NUDA or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the RFP Document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I /We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NUDA (and/ or the Government of India) in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the PDD specified in the RFP.

14. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Consultant in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

15. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by NUDA or in respect

of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

16. The Technical and Financial Proposals are being submitted in separate covers along with Annexure-A to prove our financial details. The contents provided in Envelopes I & II shall constitute the Application which shall be binding onus.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Annexure 3*Format for***APPLICANT'S EXPERIENCE**

S#	Name of Project and location	Authority Details	Project Details including type of professional services provided	Project Cost (Rs. Cr)	Project completed in last 10 years (Yes/No)	Joint venture/ sole consultant	Present Status of Project	Details of Documents submitted as proof
1								
2								
3								
4								
5								

Note:

1. The applicant shall submit the above data along with the supporting documents as a proof of project execution and completion
2. The projects so executed as a sub consultant or out sourced are not considered under this section (Eligibility)

Signature_____

Name_____

Designation_____

Company_____

Date_____

Notes:

Annexure 4

SOLVENCY CERTIFICATE
(to be enclosed by the applicant)

ANNEXURE 5

In support of Minimum Eligibility Criteria

Format for

FINANCIAL SUMMARY DATA
INCOME RELATED DATA (*All figures in INR Crores*)

Description			
	Yr 01	Yr 02	Yr 03
ConsultancyRevenue			
(add) Other Revenue			
Total Income			

Financial Year: 1st April to 31stMarch or the particular accounting year followed and audited.

Note:

1. The applicant shall submit Audited Balance Sheets/ AnnualReports
2. The data should be certified by a practising CharteredAccountant.

COMPANYSEAL

SIGNATURE_____

NAME_____

DESIGNATION_____

COMPANY_____

DATE_____

Format for

POWER OF AUTHORITY TO BID SIGNATORY

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Know all men by these presents, We, _____, a company / firm registered under _____ and having its Registered Office at _____ do hereby constitute, nominate, appoint and authorize _____ and presently residing at _____ 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 _____ including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conference and providing information/ responses to the NUDA, representing us in all matters before the NUDA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the NUDA 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 NUDA.

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, 2017

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name destination and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of

Attorney should be executed on a Non- Judicial stamp paper of Rs 100/-(one hundred) and duly notarized by a notary public.

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

For a Power of Attorney executed and issued overseas, the documents will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Format for

POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR CONSORTIUM

Power of Attorney

Dated this _____ day of _____ 2017

Know all persons by these present that We _____ and _____ (here in after collectively referred to “the consortium / joint venture”) hereby appoint and authorize _____ as our attorney.

Whereas the Nellore Urban Development Authority (“**NUDA**”) has invited applications from interested parties for CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE (hereinafter referred to as “the Assignment”),

Whereas the members of the consortium/joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project,

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to NUDA, to follow up with NUDA and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license contract is entered into with the Selected agency.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of _____ 2017.

[Signature]

For and on behalf of
[Company]

Memorandum of Understanding

Know all men by these presents that we, _____ and _____ (herein after collectively referred to “the consortium”) for execution of tender. Whereas the NUDA has invited tenders from the interested parties for CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE(hereinafter referred to as “the Assignment”).

Whereas the members of the consortium are interested in bidding for the work of in accordance with the terms and conditions of the TENDER DOCUMENT.

This Consortium contract is executed to undertake the work and role and responsibility of the firms as _____.

And whereas it is necessary under the conditions of the TENDER DOCUMENT for the members of the consortium to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender is the Lead Member of the Consortium.

We hereby nominate and authorize as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this _____ day of .[Signature]

By the _____ with named through its duly constituted attorneys in the presence of _____ .[Signature]

By the _____ with named through its duly constituted attorneys in the presence of _____

Notes:

For the purposes of Memorandum of Understanding and Power of Attorney:

The contracts are to be executed by the all members in case of a Consortium.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is

so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format for

Form of Bank Guarantee for EMD Payment Beneficiary Name: VC, NUDA, Door No: 26-1-891, Near Shirdi Sai temple, B.V.Nagar, Mini By-Pass Road, Nellore, SPSR Nellore District, Andhra Pradesh - 524004

(From any Nationalized Bank located in India)
(Reference Sl. No. 6 of Data Sheet)

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref: _____ Bank Guarantee:

Date:

WHEREAS (name of firm) (hereinafter called 'CONSULTANT') wish to participate in tender enquiry Request for Proposal (RFP) File No _____ dated: _____ of Nellore Urban Development Authority (NUDA), (hereinafter referred to as the 'Authority') for (Tender name). WHEREAS in terms of the tender conditions the Consultant is required to furnish to the NUDA a Bank Guarantee for a sum of Rs. _____ (Rupees only) as earnest money against the Consultant's offer aforesaid.

AND We _____ (Name of Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Authority immediately on demand and/or, all monies payable by the Consultant to the extent of as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest if the Consultant shall for any reason withdraw whether expressly or implied their said tender during the period of its validity or any extension thereof or the Consultant fails to execute the agreement for the work awarded to them by NUDA and/or without any reference to the Consultant. Any such demand made by the Authority on the Bank shall be conclusive and binding notwithstanding any difference between the Authority and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Authority discharges this guarantee.

We, The Bank, further agree to that our liability to pay the aforesaid amount is not dependent or conditional on any proceeding against NUDA and we shall be liable to pay the amount without any demur, merely on a claim raised by the NUDA.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Consultant but shall in all respects and for all purposes be binding and operative until payment of all money(s) due to the NUDA in respect of such liability under the guarantee is restricted to Rs. (Rupees only). Our guarantee shall remain in force until / / (insert bid submission date + bid validity period as per clause 2.10 (Sl. No. 5), Data Sheet. We shall be relieved and discharged from all our liability thereunder.

The Bank also agrees that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Authority may have in relation to the Consultant's liabilities.

We, the , undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the NUDA in writing.

Date this _____ day of _____ 20____ at

Witness

(Signature)

(Name)

Designation

(Signature)

(Name)

Designation

(withBankStamp)

(with BankStamp)

The stamp papers of appropriate value shall be purchased in the name of bank which issues the “Bank Guarantee”

The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (Scheduled) located in India.

Annexure 9

Format for

APPLICANT'S EXPERIENCE

S#	Name of Project and location	Authority Details	Project Details including type of professional services provided	Project Cost (Rs. Cr)	Project completed in last 10 years (Yes/No)	Joint venture/ sole consultant	Present Status of Project	Details of Documents submitted as proof
1								
2								
3								
4								
5								

Note:

1. The applicant shall submit the above data along with the supporting documents as a proof of project execution and completion
2. The projects so executed as a sub consultant or out sourced are not considered under this section (Technical Evaluation)

Signature_____

Name_____

Designation_____

Company_____

Date_____

Notes:

Format for**TEAM COMPOSITION ~ DETAILS OF KEY EXPERT****1 Proposed Designation:****2 Name :****3 Date of Birth:****4 Nationality:****5 Key Expertise:****6 Proposed Role/Responsibilities:****7 Educational Qualifications (including Year of Completion):****8 No. of Years of Professional Experience:**

S#	Organization	Designation	Period starting from (dd/mm/yyyy)	Ending date (dd/mm/yyyy)	Duration of Experience (Years Months)
1					
2					

9 Relevant Experiences:

S#	Year of Completion	Project Name	Project Cost (Rs. Mn)	Authority	Role of Key Expert
1					
2					

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature of the Key Expert / Authorised Signatory)

Place-----

Note:

1. The Key personnel's profile shall be restricted to above detail only.
2. Use separate form for each Key Personnel

Format for FINANCIAL

PROPOSAL

[On the Letter head of the Firm]

Date:

The Vice Chairman,
Nellore Urban Development Authority (NUDA),
Door No:26-1-891, Near Shirdi Sai temple
B.V.Nagar, Mini By-Pass Road, Nellore
SPSR Nellore District
Andhra Pradesh - 524004

Sub: FINANCIAL PROPOSAL FOR PROVIDING CONSULTANCY SERVICES FOR “ENGAGEMENT OF CONSULTANT FOR CONDUCTING PRE-FEASIBILITY AND FEASIBILITY STUDY AND PREPARING DPR FOR OUTER RING ROAD AT NELLORE”

”

Sir:

As a part of the Proposal for providing consultancy services for the subject assignment, we hereby submit the following Professional Fee quotation to the NUDA.

We quote our proposal in terms of INR for the whole of assignment for a period of Thirty Six (36) Months.

In figures: _____

In words: _____

And this is inclusive of transport, printing and stationery and all other expenses except applicable taxes towards our Professional fee for the subject assignment to be paid as per payment schedule specified in this RFP.

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

We agree that this offer shall remain valid for a period of one hundred and eighty (180 days) from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorised Signatory)

(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