

**VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT
AUTHORITY (VMRDA)**



**Request for Proposal (RFP)
For
Selection of Consultant for the Preparation of Area Development Plan and Catalytic
Project Strategy for the Vizag Bay City**

R.C No. VMRDA-62/2026/MC-VMRDA, dt. 12.03.2026

O/o The Metropolitan Commissioner, 8th Floor, Udyog Bhavan, Siripuram Jn.,
Visakhapatnam-530003

Proprietary & Confidential

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Disclaimer

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers 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 Bidder 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 Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Bidder or to appoint the 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.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

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

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Abbreviations

AAI	Airport Authority of India
ADP	Area Development Plan
BIM	Building Information Modelling
CA	Chartered Accountant
CAD	Computer Aided Design
CapEx	Capital Expenditure
CDP	Coastal Development Plan
Cr.	Crore
CRZ	Coastal Regulation Zone
CV	Curriculum Vitae
DCR	Development Control Framework
DGPS	Differential Global Positioning System
DWG	Drawing / Drawing Database File
DXF	Drawing Exchange Format
ECBC	Energy Conservation Building Code
EMD	Earnest Money Deposit
FAR	Floor Area Ratio
FSI	Floor Space Index
GCC	Global Capability Centre
GDB	Geodatabase
GDCI	Global Designing Cities Initiative
GIS	Geographic Information System
GO	Government Order
GoAP	Government of Andhra Pradesh
GoI	Government of India
GST	Goods & Services Tax
GVA	Gross Value Added
Ha.	Hectare
ICCC	Integrated Command & Control Centre
ICT	Information & Communication Technology
IFC	International Fire Code
IGBC	Indian Green Building Council
IgCC	International Green Construction Code
IG-UTP	International Guidelines on Urban & Territorial Planning
INR	Indian Rupee
IT	Information Technology
IT/ITES	Information Technology / Information Technology Enabled Services
IZC	International Zoning Code
KT	Knowledge Transfer
L1	Lowest Qualifying Financial Bid
LEED	Leadership in Energy and Environment Design

**Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area
Development Plan and Catalytic Project Strategy for the Vizag Bay City**

LoA	Letter of Acceptance
LPS	Land Pooling Scheme
MA&UD	Municipal Administration & Urban Development
MICE	Meetings, Incentives, Conferences, & Exhibitions
MNC	Multi-National Corporation
NMT	Non-Motorized Transport
NoA	Notification of Award
NOC	No Objection Certificate
OPE	Out of Pocket Expenses
PBG	Performance Bank Guarantee
PoA	Power of Attorney
PPP	Public Private Partnership
PQ	Pre-Qualification
QCBS	Quality & Cost Based Selection
RfP	Request for Proposal
ROM	Rough Order of Magnitude
RoW	Right of Way
SCADA	Supervisory Control & Data Acquisition
SHP	Shapefile
SLA	Service Level Agreement
SPOC	Single Point of Contact
SWM	Solid Waste Management
SWOT	Strength, Weakness, Opportunities & Threat
TDR	Transferable Development Rights
TL	Team Leader
TOD	Transit Oriented Development
TPT	Town Planning Trust
TQ	Technical Qualification
TS	Total Station
URDPFI	Urban & Regional Development Plans Formulation & Implementation
USP	Unique Selling Point
UTM	Universal Transverse Mercator
VBC	Vizag Bay City
VMRDA	Visakhapatnam Metropolitan Region Development Authority
VUDA	Visakhapatnam Urban Development Authority

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Contents

1. RFP STRUCTURE	8
2. INVITATION FOR COMPETITIVE BIDDING	9
3. INSTRUCTIONS TO THE BIDDERS	14
3.1. INTRODUCTION	14
3.2. LANGUAGE OF BID	14
3.3. ACCEPTANCE OF PROPOSAL	14
3.4. FRAUD AND CORRUPTION	14
3.5. CLARIFICATION ON RFP RESPONSE	15
3.6. PURCHASE OF RFP DOCUMENTS	15
3.7. BID PARTICIPATION	15
3.8. BID/ PROPOSAL FORMAT	15
3.8.1. <i>Technical Proposal</i>	16
3.8.2. <i>Commercial / Financial Proposal</i>	18
3.8.3. <i>Rights to the Content of Proposal</i>	19
3.8.4. <i>Non-Conforming Proposals</i>	20
3.9. PROPOSAL SUBMISSION (TO BE SUBMITTED BOTH ONLINE AND HARD COPY) & CONTACT DETAILS	20
3.9.1. <i>The applicant has to upload scanned copy of following documents mentioned below and original documents/copy in Hard Copy in Envelope 1 to authority</i>	20
3.9.2. <i>“Financial Proposal” (To be submitted online only)</i>	21
3.10. AUTHENTICATION OF BID	21
4. SCOPE OF WORK	22
4.1. ABOUT VMRDA	22
4.2. ABOUT THE PROJECT: VISION FOR A GLOBAL TECH COAST METROPOLIS	22
4.3. VISION AND DEVELOPMENT ASPIRATIONS FOR VIZAG BAY CITY	23
4.4. PROJECT AREA	25
4.4.1. <i>Location Details</i>	25
4.4.2. <i>Connectivity</i>	26
4.4.3. <i>Site Delineation</i>	26
4.4.4. <i>Roles, Responsibilities and Scope of Services of Consultant</i>	26
4.4.5. <i>Detail Scope of Work</i>	27
4.5. DELIVERABLES AND PAYMENT TERMS	48
5. BID OPENING AND BID EVALUATION PROCESS	52
5.1. BID OPENING	52
5.2. BID EVALUATION PROCESS	52
5.3. MINIMUM ELIGIBILITY CRITERIA	52
5.3.1. <i>Technical Criteria:</i>	52
5.3.2. <i>Financial Criteria:</i>	53
5.4. EVALUATION OF TECHNICAL BIDS	54
5.4.1. <i>Technical Qualification Evaluation Criteria: Technical Evaluation Marks:</i>	54
5.4.2. <i>Key Personnel</i>	57
5.5. EVALUATION OF COMMERCIAL BID	63
5.6. OVERALL BID EVALUATION	64
5.7. AWARD CRITERIA	65
5.8. RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSAL(S)	65
5.9. NOTIFICATION OF AWARD	65
5.10. CONTRACT FINALIZATION AND AWARD	65
5.11. PERFORMANCE GUARANTEE	65
5.12. SIGNING OF CONTRACT	66
5.13. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP	66
5.14. CONTRACT PERIOD	66
5.15. PROJECT TIMELINES	66

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

5.16.	LIQUIDITY DAMAGE.....	66
6.	GENERAL INSTRUCTIONS TO BIDDERS	67
6.1.	DEFINITIONS.....	67
6.2.	AVAILABILITY OF TENDER DOCUMENTS	67
6.3.	GENERAL ELIGIBILITY	67
6.4.	COMPLETENESS OF RESPONSE.....	67
6.5.	BID FORMS	67
6.6.	COST OF BIDDING & RELATED ISSUES	68
6.7.	PRE-BID MEETING AND CLARIFICATIONS	68
6.8.	RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM:	69
6.9.	AMENDMENT OF BIDDING DOCUMENTS	69
6.10.	SUBMISSION OF BIDS.....	70
6.11.	MODIFICATION AND WITHDRAWAL OF BIDS	70
6.12.	GENERAL BUSINESS INFORMATION.....	70
6.13.	BID CURRENCY.....	71
6.14.	TAXES	71
6.15.	TERM AND EXTENSION OF CONTRACT	71
6.16.	SUSPENSION OF WORK	71
6.17.	FORCE MAJEURE	71
6.18.	TERMINATE THE CONTRACT	71
6.19.	TERMINATION.....	72
6.20.	TERMINATION FOR INSOLVENCY	72
6.21.	TERMINATION FOR CONVENIENCE.....	72
6.22.	EXIT MANAGEMENT PLAN.....	73
6.23.	RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT	73
6.24.	RISK MANAGEMENT.....	73
6.25.	PUBLICITY	73
6.26.	RESOLUTION OF DISPUTES.....	73
6.27.	GOVERNING LANGUAGE.....	74
6.28.	APPLICABLE LAW	74
6.29.	NOTICES	74
6.30.	TAXES AND DUTIES.....	74
6.31.	ARBITRATION (AS PER THE STATE GOVERNMENT RULES).....	74
6.32.	CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS (IPR).....	75
7.	AGREEMENT	78
8.	BID SECURITY (EMD) FORM	100
9.	FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY	101
10.	FORMS - PRE- QUALIFICATION, TECHNICAL & FINANCIAL	103
10.1.	FORM 1: APPLICATION FORM	103
10.2.	FORM 2: DETAILS OF THE BIDDER	105
10.3.	FORM 3: DECLARATION REGARDING CLEAN TRACK RECORD.....	106
10.4.	FORM 4: RELEVANT PROJECT EXPERIENCE	107
10.5.	FORM 5: CONFLICT OF INTEREST.....	108
10.6.	FORM 6 - UNDERSTANDING OF THE PROJECT	109
10.7.	FORM 7 - TEAM COMPOSITION AND TASK ASSIGNMENTS.....	110
10.8.	FORM 8 - CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF	111
10.9.	FORM 9 - FINANCIAL PROPOSAL SUBMISSION FORM	113
10.10.	FORM 10 - SUMMARY OF COST.....	114
10.11.	FORM 11 – POWER OF ATTORNEY	115
10.12.	FORM 12 – JOINT BIDDING AGREEMENT FOR CONSORTIUM	116
10.13.	FORM 13 – POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM	120
10.14.	FORM 14 – FINANCIAL CAPACITY.....	122

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

1. RFP Structure

This RFP is meant to invite proposals from eligible interested bidders capable of delivering the services described herein. The content of this RFP has been documented as explained below:

The RFP intends to bring out all the details with respect to the Technical Service requirements for Preparation of Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City, that VMRDA, Department of Municipal Administration & Urban Development, GoAP deems necessary to share with the potential bidders. The information set out in this volume has been broadly categorized as Functional, Technical, and Operational covering multiple aspects of the requirements, General Terms and Conditions with respect to bid process management including Project Implementation, Financial Terms, Evaluation Criteria and Bid Submission forms to be adopted for the proposed project. Also, details of the Agreement for the proposed engagement and outlines the contractual, legal terms & conditions applicable for the proposed engagement.

Glossary of Terms

The definitions of various terms that have been used in this RFP are as follows:

- a. **“Request for Proposal (RFP)”** means this volume and its annexures, and any other documents provided along with this RFP or issued during the course of the selection of bidder such as Pre-bid clarifications and Corrigendum’s, seeking a set of solution(s), services(s), materials and/or any combination of them.
- b. **“Contract/ Agreement/ Contract Agreement”** means the Agreement to be signed between the successful bidder and VMRDA, Department of Municipal Administration & Urban Development, GoAP, including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- c. **“Consortium/ Joint Venture”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Authority for the performance of the Contract
- d. **“VMRDA/ Authority”** means tender inviting authority i.e. Vishakhapatnam Metropolitan Regional Development Authority .
- e. **“Bidder/Consultant”** means any firm offering the solution(s), and/or service(s) as required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful party with whom the agreement is signed for rendering of services for implementation of this project.
- f. **“Proposal/ Bid”** means the Pre-Qualification, Technical and Financial bids submitted for this project against this RFP.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

2. Invitation for Competitive Bidding

VMRDA, Department of Municipal Administration & Urban Development, Government of Andhra Pradesh (GoAP) is inviting Open Competitive Bids for selection of consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City under Vishakhapatnam Economic Region.

<u>Data Sheet</u>		
S. No	Information	Details
1.	Publishing of RFP through eProcurement Portal of GoAP	12 -03-2026
2.	RFP reference No. & Date	VMRDA-62/2026/MC-VMRDA, dt. 12.03.2026
3.	Last Date and Time of submission of Online bid on eProcurement Portal.	02-04-2026, 3.00PM
4.	Pre Bid Meeting	18-03-2026, 3.00PM
5.	Bid opening date on eProcurement platform	04 -04-2026, 3.30 PM
6.	Bid document fee (Non-Refundable)	Rs 25,000/-
7.	Bid Validity Period	90 days from the date of submission of online bids
8.	Earnest Money Deposit (EMD/ Bid Security)	<ol style="list-style-type: none"> 1. Rs 10,00,000./- (Rupees Ten lakhs only) 2. The Bidder should submit valid EMD in the form of Bank Guarantee (BG) / Demand Draft specific to this tender in favor of "The Metropolitan Commissioner, VMRDA, payable at Visakhapatnam. 3. The scanned copy of BG/DD should be uploaded on AP eProcurement portal. The Original Copy of BG should be submitted to VMRDA on or before the bid closing date & time.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

<u>Data Sheet</u>		
S. No	Information	Details
		4. Rotational BG is not acceptable. 5. Bidders can also pay EMD through an online payment method. Online payment can be made via NEFT/ Credit/ Debit Card at https://tender.apetrocurement.gov.in
9.	EMD validity Period up to	90 days from bid closing date
10.	Contract Period	09 months. The contract can be extended for a further period at the discretion of the authority.
11.	Implementation cum Performance Bank Guarantee (PBG) Value & Validity Period	<ol style="list-style-type: none"> 1. The Performance Bank Guarantee (PBG) value will be 5% of the total value quoted in Part A of the Price Bid in favor of "The Metropolitan Commissioner, VMRDA, payable at Vijayawada from any Nationalized/ Scheduled Bank. 2. PBG validity: 90 days beyond contract period 3. Submission of PBG: Within Ten (10) days from the date of receipt of Notification of Award 4. The EMD of the successful bidder will be returned on submission of PBG.
12.	Contract Signing	Within Ten (10) days from the date of receipt of Notification of Award (NoA).
13.	Bid submission Online	Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/ complying the changes/ amendments issued if any during pre-bid meetings in their bid.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

<u>Data Sheet</u>		
S. No	Information	Details
14.	Procedure for Bid Submission	<ol style="list-style-type: none"> 1. Bids shall be submitted online on https://tender.apecurement.gov.in / platform 2. The participating bidders in the tender should register themselves free of cost on eProcurement platform on the website https://tender.apecurement.gov.in / 3. Bidders can log-in to the eProcurement platform in secure mode only by signing with the digital certificates. 4. The bidders who are desirous of participating in eProcurement shall submit their pre-qualification bids, technical bids, financial bids as per the standard formats available at the eProcurement portal. 5. The bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation as detailed in the RFP including EMD. The bidders shall sign & affix stamps on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity. 6. The rates should be quoted online only.
15.	Other conditions	<ol style="list-style-type: none"> 1. After uploading the documents, the copies of the uploaded statements, certificates, documents, original Demand Drafts in respect of Bid Security (except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the O/o

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

<u>Data Sheet</u>		
S. No	Information	Details
		<p>The Metropolitan Commissioner, VMRDA as and when required.</p> <p>2. Failure to furnish any of the uploaded documents, certificates, will entitle in rejection of the bid. The VMRDA shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>3. VMRDA will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>4. The Documents that are uploaded online on eProcurement portal will only be considered for Bid Evaluation.</p> <p>5. Important Notice to Contractors, Suppliers and Department users:</p> <p>(i) In the endeavor to bring total automation of processes in eProcurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated 05.07.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with eProcurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.</p>
16.	Last date/time for receipt of queries from bidders by mail	17 -03-2026, 5.00pm

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

<u>Data Sheet</u>		
S. No	Information	Details
17.	Release of response to pre bid queries	21.03.2026
18.	Penalties	As per RFP
19.	Payment Terms	As per RFP
20.	Conditional and Late bids	Not acceptable and liable for rejection
21.	Date, and time of opening of technical bids received in response to the RFP notice	To be informed to the eligible bidders
22.	Time and Date Technical Presentations by the bidders	To be informed to the eligible bidders
23.	Place, time and date of opening of Financial Proposals received in response to the RFP notice	To be informed to the eligible bidders
24.	Technical Evaluation Score	The bidder shall attain minimum 70 score Marks to qualify in the Technical Stage.
25.	Final Evaluation	Quality and Cost Based Selection (QCBS)
26.	Contact person for queries	mcvmrda@gmail.com cupvmrda@gmail.com
27.	Address for all Bid Process Management related activities	O/o The Metropolitan Commissioner, 8 th Floor, Udyog Bhavan, Siripuram Jn., Visakhapatnam-530003

If your firm is interested in participation, please visit the web site at <https://tender.apereprocurement.gov.in>. The processing fee is payable only when you indent full copy of the bid document and for participation in tender.

Metropolitan Commissioner

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

3. Instructions to the Bidders

3.1. Introduction

The section aims to provide guidelines/ Instructions for Bidders, to be used while submitting the proposals. These are generic in nature, but Bidder is required to abide by them during the proposal submission and project execution.

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required by the tender document or submission of a bid not responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of the bid. The VMRDA shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

3.2. Language of Bid

The proposal and various documents related to the RFP should be in English language only, unless specified otherwise. All correspondence between VMRDA and the bidder would also be in English language. Supporting documents and printed literature furnished by the bidders shall be in English language or in case in another language they should be accompanied by an accurate translation in English language.

3.3. Acceptance of Proposal

VMRDA reserves the right in its absolute discretion in relation to:

- a. Accepting or rejecting a response
- b. Seek written/ mail clarification/ additional documents from any or all the bidders in relation to their responses, during the evaluation of bids.
- c. Waive any small/ minor informalities in the process.

3.4. Fraud and Corruption

VMRDA requires that Bidder (Firm) selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, VMRDA define, for the purposes of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of VMRDA or any personnel of Bidder(s) in contract execution.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to VMRDA, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive VMRDA of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the VMRDA.
- d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- e. VMRDA will reject a proposal for award, if it determines that the Bidder recommended for award is engaged in corrupt, fraudulent, unfair, or coercive trade practices.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

VMRDA will declare a Firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

3.5. Clarification on RFP Response

During Technical and Commercial evaluation of the Proposals, VMRDA may, at its discretion, ask any Bidder member for clarifications on their proposal.

3.6. Purchase of RFP documents

- i. The detailed tender documents would be made available online and interested bidders can download the same. Interested bidders can obtain the same upon payment of the non-refundable payment as mentioned in the tender data sheet while submitting their Bids/ Responses in the form of Demand Draft drawn from any nationalized bank/ scheduled bank in favor of 'The Metropolitan Commissioner, VMRDA tender document charges.
- ii. The bids submitted by the Bidder without furnishing the receipt of purchase of tender **documents will be summarily rejected**. Also, the relevant bids submitted online will not be opened.
- iii. The tender documents purchased by the bidders from VMRDA are not transferable.
- iv. **Clarification of the RFP Document:**
 - a. Consultants may seek clarification on this RFP document, within the time frame as indicated in Data sheet. Any request for clarification must be sent by standard electronic means/ fax to the below office address:

The Metropolitan Commissioner,
8th Floor, Udyog Bhavan, Siripuram Jn.,
Visakhapatnam-530003
Phones: 8977935704, email: mcvmrda@gmail.com

- b. The Authority will respond to clarifications during pre- bid meeting.
- c. At any time before the submission of Proposals, the Authority (VMRDA) may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. The Authority may at its discretion extend the deadline for the submission of Proposal.

3.7. Bid Participation

The Firm/ Bidder responsible for providing the overall solution shall be referred to as the Bidder.

The Bidder will be the single point of contact (SPOC) under this contract and the responsibility for implementing and commissioning the complete solution shall lie with the Bidder. In case of any delays from any of the partners, Bidder shall be liable and should take complete ownership for execution of contract.

3.8. Bid/ Proposal Format

All proposals to this Bid must be submitted through AP eProcurement portal only, in absence of which the proposals will be rejected.

The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP, on submission of a proposal not substantially responsive to all the aspects of the RFP

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

shall be at bidders' own risk and may be liable for rejection. The proposal as mentioned shall be submitted in three parts duly indicating page numbers, indexing with content table in the beginning.

Information to be included formats required in each part as follows:

3.8.1. Technical Proposal

- i. The Technical Proposal shall contain a covering letter, an executive summary giving a brief overview of the manner in which the bidder proposes to achieve the outcomes, and the assessment of resources required.
- ii. The Technical Proposal shall include documents/annexures as proof against the technical evaluation criteria, including details of the consultant's required experience, proposed key experts, methodology and approach for preparation of the Area Development Plan, project staffing plan; and all undertakings/forms required as per the terms and condition of this RFP.
- iii. Please note that no price information should be indicated in the Technical Bid and shall only be quoted in the Commercial Bid. Failure to comply with the same may result in the rejection of the Bid.
- iv. In submitting additional information, please mark it as 'Supplemental' to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.
- v. VMRDA may seek clarifications from the Bidder on the technical proposal. Any clarifications by the Bidder on the technical proposal should not have any commercial implications.
- vi. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.
- vii. Any entity, which has earlier been barred by the VMRDA, Government of Andhra Pradesh or any other State Government in India or Government of India (GoI), or any of the agencies of GoAP/ GoI from participating in similar projects and the bar subsists as on the proposal due date, shall not be eligible to submit a Proposal.
- viii. The Applicant must be (i) a registered company under the (Indian) Companies Act, 1956 or a company incorporated under equivalent law abroad or (ii) Limited Liability Partnership (LLP) incorporated under the Limited Liability Partnership Act 2008. The applicant can be a consortium of maximum two (2) member entities. In case of a consortium, the Parties shall agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Assignment, including without limitation the receiving of instructions and payments from the Authority.
- ix. In case of Consortium / Joint Venture, the proposal shall be accompanied by a certified copy of legally binding Joint Venture Agreement, signed by all firms; confirming the following therein:
 - a. Date and place of signing;
 - b. Purpose of Joint Venture (must include the details of contract works for which the joint venture has been invited to bid);
 - c. A clear and definite description of the proposed administrative arrangements (organization chart) for the management and execution of the assignment;

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- d. Delineation of duties/ responsibilities and scope of work to be undertaken by each firm along with resources committed by each partner of the JV for the proposed services;
 - e. An undertaking that the firms are jointly and severally liable to the Authority for the performance of the services and;
 - f. The Lead Member and authorized representative of the joint venture.
- x. JV Member shall be specifically included in the joint venture agreement. The contractual responsibility of the project lies with the lead member. The Lead Member shall be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture. The lead member firm shall have responsibility pertaining to execution of project.
- xi. JV Member Withdrawal and Lead Member Liability: If any non-lead JV member withdraws from the JV or ceases participation at any time during the Contract Period, the Lead Member shall ensure uninterrupted performance and completion of the Contract and shall assume full, primary responsibility for all Contractor obligations. The Lead Member shall notify the Authority within [5] days, procure replacement securities/guarantees within [14] days, and, if required by the Authority, propose a replacement member of equal or superior qualifications for prior written approval. Such withdrawal shall not constitute Force Majeure and shall not entitle the Contractor to any extension of time or additional payment, The Authority's rights and remedies (including novation and termination) are reserved, and liabilities accrued up to withdrawal shall survive. The Lead Member shall be either:
- a. an Indian firm incorporated/registered under the Companies Act, 2013 (or 1956), with a valid CIN, PAN, and GST registration, and a registered office in India; or
 - b. an international firm that maintains its Head Office / India Head Office / Regional Headquarters in India and is duly registered to operate in India (e.g., as a foreign company under Section 380 of the Companies Act, 2013, the Limited Liability Partnership Act, 2008 or through an approved branch/liaison/project office), holding valid PAN and GST registration and authorized to enter into contracts and issue invoices in India.
- Note: For this clause, "Head Office / India Head Office / Regional Headquarters" means the principal place of business responsible for India operations, with decision-making authority and statutory registrations in India. A mere liaison office without authority to contract or invoice shall not suffice unless accompanied by a compliant branch/project office or foreign company registration and explicit contracting authority.*
- xii. The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- xiii. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Consultants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Consultants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

their Proposal. The Authority shall not return any proposal, or any information provided along therewith.

- xiv. This RFP is not transferable.
- xv. Technical approach, methodology and work plan are key components of the technical proposal. Bidders shall present their technical proposal containing:
 - a. **Compliance requirements:** Technical Compliance requirements as per format given in technical qualification submission forms provided in this document. If format is not available, attach in bidders' own format.
 - b. **Understanding of Project:** This section shall contain a clear and concise understanding of project requirements along with activities to be performed and deliverables to be provided based on the scope of work.
 - c. **Technical Approach and Methodology:** In this part, bidders should explain their understanding of the objectives of the assignment, as well as outline their approach to undertaking the assignment, the proposed planning solutions, and the technical methodologies they intend to use for carrying out all activities and delivering the expected outputs. This should include, where relevant, the use of GIS-based spatial analysis, urban design and infrastructure planning tools, along with best-practice benchmarking for premium, high-end coastal development. Bidders must clearly indicate the level of detail proposed for each output and demonstrate how their methodology aligns with the project's vision, scope, and implementation needs.
 - d. **Work Plan:** In this part, the Bidder should propose the main activities of the assignment, outlining their content, duration, sequencing, and interrelationships, along with key meetings, milestones (including interim reviews/approvals by VMRDA), and expected delivery dates for each output. The proposed work plan should be fully consistent with the Technical Approach and Methodology, demonstrating the Bidder's understanding of the scope of work and the ability to translate it into a realistic and implementable plan. The work plan should clearly indicate phases such as inception, surveys and assessments, GIS and spatial analysis, master planning, infrastructure planning, stakeholder consultations, draft submissions, and final submissions. The work plan must align with the corresponding work schedule, milestones, statutory requirements (where applicable), and presentation timelines.
 - e. **Other Information:** Any other information to the solution as preferred by the bidder can also be placed in the relevant document.
 - f. **Technical proposal shall be submitted with Bid security,**
 - g. **Technical Forms:** The Bidder shall submit the technical Forms as per the list.

3.8.2. Commercial / Financial Proposal

In preparing the commercial proposal, consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. The commercial proposal should be a lump sum proposal inclusive of all the costs including taxes associated with the assignment. While submitting the financial proposal, the Consultant shall ensure the following:

- i. The bidder is expected to submit the financial Proposal as per the format prescribed in RFP.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- ii. The Financial/ commercial proposal is available in the AP eProcurement portal and as prescribed in the RFP document.
- iii. Bidder shall mention lump sum rate of the services. Any discrepancy between words and figures noted against each item and between unit rates and total amount, the decision of VMRDA will be final and binding on the proposals (in case of discrepancy, the amount in words will be considered as final).
- iv. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and liable to be rejected.
- v. Prices quoted by the Bidder shall be final (Inclusive of all taxes, duties, insurance, license fee and other costs). No variation in prices will be allowed under any circumstances during the entire contract period of the project. **No Conditional and open-ended bid shall be evaluated and the same is liable for rejection.**
 - a. The commercial proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical proposal.
 - b. Prices shall be quoted in Indian Rupees (INR) only.
 - c. Bids with price adjustment shall be rejected.
 - d. The price quoted in the commercial proposal shall be the only payment, payable by VMRDA to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between VMRDA and the Bidder. The price would be inclusive of all taxes, duties, charges and levies as applicable.
 - e. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract (for successful bidder). A proposal submitted with an adjustable price quotation or conditional proposal may be rejected and considered as nonresponsive.
 - f. Bidder should provide all prices and quantities as per the prescribed format given in this RFP. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
 - g. It is mandatory to provide a breakup of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder.
 - h. VMRDA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
 - i. The Financial Proposal shall be prepared as per the format given in the RFP.

3.8.3. Rights to the Content of Proposal

All proposals and accompanying documentation of the technical proposal will become the property of VMRDA and will not be returned after opening of the technical proposals. VMRDA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

3.8.4. Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration: -

- a. If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.
- b. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, any such bidders may also be disqualified.

3.9. Proposal Submission (to be submitted both Online and Hard copy) & Contact Details

The Applicant is required to provide all the information as per this RFP document. VMRDA shall evaluate only those Proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the documents required as per mentioned in the RFP.

The Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.

3.9.1. The applicant has to upload scanned copy of following documents mentioned below and original documents/copy in Hard Copy in Envelope 1 to authority

- i. Application Form in the prescribed format ; (Form 1)
- ii. A non-refundable processing fee as a crossed demand draft is required to be enclosed for an amount of Rs. 25,000/- (Rupees Twenty-Five Thousand only) drawn in favor of “The Metropolitan Commissioner, VMRDA, payable at Visakhapatnam. (Form
- iii. Earnest Money Deposit for an amount of Rs. 10,00,000/- (Rs. Ten lakhs only) in the form of a Demand Draft/BG/NEFT in favor of “The Metropolitan Commissioner, VMRDA, payable at Visakhapatnam
- iv. Power of Attorney for signing the proposal in the prescribed format (Form 11)
- v. Joint Bidding Agreement in case of Consortium (Form 12)
- vi. Power of Attorney for Lead Member of Consortium (Form 13)
- vii. RFP and draft Service Agreement duly signed in blue indelible ink and stamped by the authorized representative of the Applicant.

The applicant has to upload scanned copy of following documents mentioned below and original documents/copy in Hard Copy in **Envelope 2** to authority–

- i. Details of the Bidder in the format set out in **Form-2**
- ii. Declaration regarding clean track record in **Form-3**
- iii. Relevant Project Experience Data Sheets in the format set out in **Form-4**, with supporting proof.
- iv. Conflict of Interest in **Form-5**
- v. Understanding of the project in **Form -6**
- vi. Team Composition and Task Assigned **Form -7**
- vii. Curriculum of (CV) of the proposed Professional Staff **Form -8**
- viii. Financial Capacity **Form- 14**

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

The Technical Proposal need to be submitted online as well as in hardcopy. The envelope should be marked as “Technical Proposal “

3.9.2. “Financial Proposal” (To be submitted online only)

- i. Financial proposal in the format as set out in Form 10 to be submitted online only. The Financial Proposal shall be quoted as a lumpsum total consultancy fee which shall be payable to the consultant for the project under the agreement as per the milestones achieved. It shall be inclusive of all the costs to be incurred by the consultant in order to make the deliverables as per scope of work mentioned in the RFP.
- ii. The Financial proposal shall be submitted online only. If the Financial proposal is submitted along with technical proposal or in hardcopy offline, this will constitute grounds for declaring both Technical and Financial proposals non-responsive.

The Technical Proposal with Bid Security shall be placed in a sealed envelope clearly marked **“Technical Proposal,” in a sealed envelope clearly marked - Selection of Consultant Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City”**.

All inquiries concerning this procurement are to be directed to the Metropolitan Commissioner, VMRDA for meetings, conferences or technical discussions.

Submission Address

Unauthorized contact will be cause for immediate rejection of the proposer’s RFP response. Substantive questions will be dealt with in writing.

For further details and Bid documents please contact (also refer RFP data sheet):

The Metropolitan Commissioner,
8th Floor, Udyog Bhavan, Siripuram Jn.,
Visakhapatnam-530003
Phones: 8977935704,
email: mcvnrda@gmail.com

After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee to carry out the technical evaluation. The financial proposals for each node shall remain sealed.

3.10. Authentication of Bid

The proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal by the Bidder. A scanned copy of the power-of-attorney should also be uploaded on the Ap-e Procurement portal along with the other documents.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

4. Scope Of Work

4.1. About VMRDA

The Visakhapatnam Metropolitan Region Development Authority (VMRDA) is a statutory urban planning and development body constituted by the Government of Andhra Pradesh. Its roots trace back to the Town Planning Trust (TPT) established in 1962, which was subsequently upgraded to the Visakhapatnam Urban Development Authority (VUDA) in 1978. Recognizing the rapid urbanization and economic significance of the region, the Government notified the formation of VMRDA on September 5, 2018, expanding the scope and powers of the predecessor agency to manage a larger metropolitan jurisdiction. As the nodal agency for the region's growth, VMRDA operates through five primary functional wings: Planning, Engineering, Urban Forestry, Estate Management, and Administration. Its core mandate includes:

- a. Visionary planning with preparation and revision of the perspective plan, Master plan, and zonal development plans
- b. Infrastructure development and implementation of large-scale civic infrastructure, including Master plan roads
- c. Promotion of planned development through Land Pooling Schemes (LPS) and Public Private Partnership (PPP).

4.2. About the Project: Vision for a Global Tech Coast Metropolis

Under 'Swarna Andhra @2047 Vision', the Government of Andhra Pradesh has set an ambitious roadmap to transform the tourism sector transitioning from volume-based religious tourism to more sustainable, high-value tourism segments. The state aims to enhance the tourism sector's GVA (Gross Value Added) contribution from the current \$7-8 billion (4.6%) to \$30-35 billion (8-9%) by FY32. A comprehensive tourism development framework for Visakhapatnam has been further detailed in the Visakhapatnam Economic Region Master Plan.

To achieve this overarching vision, the state has proposed the development of Vizag Bay City, envisaged as a future ready, technology enabled, world class coastal city that integrates natural assets with global innovation and high quality urban experiences. Spanning approximately 40 sq. km along the prime 25-km coastal stretch between Kailasagiri and Bheemili, Vizag Bay City (VBC) is envisaged as the anchor for Vizag 2.0 and a key growth engine for the broader Visakhapatnam Economic Region.

In this context, Vizag Bay City and Vizag 2.0 are proposed as the primary spatial and economic frameworks for operationalizing the state's long term development vision through an integrated and phased regional approach.

- a. **Vizag Bay City:** Vizag Bay City is envisioned as India's premier next-generation coastal metropolis - an exclusive, high-density innovation and lifestyle hub that sets new national benchmarks for urban excellence. Drawing inspiration from globally celebrated waterfront districts such as Miami's Bayshore Corridor, Dubai's Jumeirah Beach, Barcelona's La Barceloneta, and Singapore's East Coast Park, the Bay City aspires to seamlessly blend world-class beachfront living with technology-driven economic ecosystems.

Designed to become the epicenter for C-suite leadership, global capability centers (GCCs), high-value corporate headquarters, premium tourism, and entertainment infrastructure, this district will redefine the East Coast's identity as a globally competitive destination for talent, business, and leisure. With its iconic seafront developments, international-standard hospitality ecosystem, high-end retail

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

avenues, integrated cultural assets, and smart urban systems, Vizag Bay City aims to deliver the highest quality of life in India, offering a vibrant mix of live-work-play environments supported by exceptional public spaces and resilient coastal infrastructure.

Economically, Vizag Bay City is positioned as the flagship anchor of the Visakhapatnam Economic Region (VER) and a catalytic driver for the State’s Swarna Andhra @2047 Tourism and Economic Vision. The development is projected to generate a transformative impact on the local and regional economy by establishing one of India’s most attractive, high-value coastal destinations. As outlined in the Visakhapatnam Economic Master Plan, Bay City is expected to attract significant foreign and high-end domestic tourists annually by FY 2032, with an average daily spend of INR 8,000-12,000 and an average stay duration of 3-5 days, catalyzing growth across hospitality, retail, recreation, real estate, and allied sectors.

By integrating natural coastal assets with global-standard infrastructure, robust governance mechanisms, and an innovation-driven economic core, Vizag Bay City aims to emerge as a globally recognized waterfront metropolis: a lighthouse project for India’s coastal urban development and a new benchmark for sustainable, smart, and investment-ready coastal cities worldwide.

- b. **Vizag 2.0:** The surrounding hinterland will serve as the scalable support zone, focusing on cost-effective housing, logistics, and large-scale industrial parks.

The Area Development Plan shall integrate these two zones in a manner that positions Bay City as a global benchmark while ensuring a coherent and seamless transition with affordable and industrial development planned under Vizag 2.0.

4.3. Vision and Development Aspirations for Vizag Bay City

Vizag Bay City is envisioned as a one of its kind brownfield waterfront developments, setting a new benchmark and a globally competitive waterfront city, benchmarked against internationally renowned coastal development such as Miami’s Bayshore Corridor and Dubai’s Jumeirah Beach. While drawing from global best practices, the city’s core identity is that of a Tech-Focused Sustainable Metropolis destination where global talent can live, work, and innovate, supported by world-class coastal, urban and economic infrastructure. The development framework for VBC is structured around **three (3) interlinked strategic pillars** ensuring balanced economic growth, high quality of life and sustainable coastal development.

Pillar A: World-Class Coastal and Tourism Assets	
I	<p style="margin: 0;">A1 Master Planned Beachfront Development</p> <ul style="list-style-type: none"> • Comprehensive planning and development of key beach zones including Sagar Nagar, Thotlakonda, Rushikonda, Mangamaripeta, Bheemli etc. to develop as per international standards on water quality, safety, accountability, environmental, sustainability and eco management. • The key components for development of beach zones include pedestrian promenades and boardwalks with integrated lighting, landscaping, 80-100 beach shacks, 8-10 beach clubs, 50+ fine-dining establishments. • The Vizag-Bhogapuram coastal road is envisioned as a world-class coastal corridor along the lines of ‘Highway 1’ prioritizing a continuous leisure-first

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

		public realm, iconic vista points, and architectural design controls that transform the commute into a premier coastal experience."
	A2	<p>Blue Flag Beach Certification</p> <ul style="list-style-type: none"> • Development of over 3 additional blue flag certified beaches. • Strict adherence to international standards related to water quality, safety and accessibility, environmental sustainability and eco-management.
	A3	<p>Hospitality Infrastructure Development</p> <ul style="list-style-type: none"> • Creation of a diversified hospitality ecosystem of 2,000-2,500 keys in beach-facing 4-, 5- & 7-star eco-resorts, hotels, and bed and breakfast accommodations • Support infrastructure to cater to both premium and mass tourism segments.
	A4	<p>Iconic Destinations and Attractions</p> <ul style="list-style-type: none"> • Marina and Water Sports Infrastructure: Development of a state-of-the-art marina with 5-6 jetties. • Establishment of international level water sports center/ institute. • Suitable zones for hosting international & national level events such as the India Yatching festival, Water Sports Olympics, paragliding. • Theme and Adventure Park: Development of a world-class theme/adventure park across approximately 75 acres. • Heritage and Cultural Circuit: Restoration and activation of Thotlakonda and Pavurallakonda as a Buddhist heritage destination positioning the site on par with international heritage destinations such as Samten Hills, Vietnam.
	A5	<p>High-Value Visitor Economy</p> <ul style="list-style-type: none"> • Target to attract approximately 1.5 million international and high-end domestic visitors annually by FY 2032. • Key economic assumptions such as average daily spend of INR 8,000 and 12,000 per visitor with average stay duration of 3-5 days. <p>Development of a robust ecosystem supporting long-stay and high-value tourism.</p>
II	Pillar B: Global Business and Innovation Ecosystem	
	B.1	<p>Innovation Driven Work Environments</p> <ul style="list-style-type: none"> • Development of designated innovation districts and high-end corporate parks. • Infrastructure tailored for Global Capability Centres (GCCs), FinTech and Deep-Tech hubs, Headquarter of multi-national corporations (MNCs) • Flexible, future-ready workspaces aligned with global enterprise standards.
	B.2	<p>Smart and Sustainable Urban Systems</p> <ul style="list-style-type: none"> • Planning of Vizag Bay City as a “Smart District”, integrating advanced urban technologies such as smart traffic, mobility management systems, automated

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<p>solid waste and utility management, net zero and low carbon mobility solutions.</p> <ul style="list-style-type: none"> • Technology deployment to be embedded within a nature first and climate responsive urban design framework.
B.3	<p>MICE and Economic Anchors</p> <ul style="list-style-type: none"> • Development of large-scale convention and exhibition centres. • Creation of open-air event venues for International and National summits, trade fairs, expos and global conferences. • Positioning VBC as a premier MICE destination on India’s East Coast.
Pillar C: Global Talent and Elite Living Ecosystem	
III	<p>C.1 Aspirational Residential Development</p> <ul style="list-style-type: none"> • Development of approximately 10-11 million Sq. ft of premium residential built-up area. • Provision of 5000-7000 residential units comprising of villas, condominiums, high end apartment. • Housing designed specifically for global professionals, knowledge economy leaders, senior executives and innovation driven workforce. • Development of a comprehensive Elite Living Opportunity Atlas to map and categorize premium development zones including beachfront villas, luxury high-rises, and curated branded residences • Integration of urban green spaces and social and civic amenities such public parks, recreational clubs etc.
	<p>C.3 Lifestyle Retail and Urban Activation</p> <ul style="list-style-type: none"> • Development of 2-3 international standard shopping and lifestyle complexes. • Integration of boardwalk retail formats, high-street commercial avenues. • Retail and leisure offerings designed to support both residents and visitors.

4.4. Project Area

4.4.1. Location Details

The Vizag Bay City is proposed over an area of approximately 40 sq.km, along a 25 km coastal stretch between Kailasagiri and Bheemili Beach, covering 5 beaches (Sagar Nagar, Thotlakonda, Rushikonda, Mangamaripeta and Bheemili).

The project area is characterized by a predominantly brownfield context, comprising a mix of government owned land and private parcels, along with existing encumbrances, legacy infrastructure and site

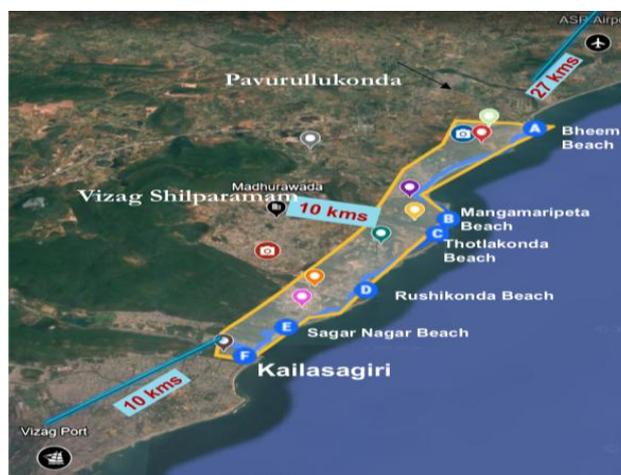


Figure 1 Illustrative area under Vizag Bay city

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

constraints. These characteristics define the overall development context of the location and provide important inputs for planning and implementation considerations. The area presents opportunities for integrated development through appropriate planning approaches that respond to existing conditions and support the broader Bay City vision.

4.4.2. Connectivity

The site benefits from other connectivity includes:

- a. Air: Located ~7.2 km from the upcoming Bhogapuram International Airport
- b. Sea: Positioned within 10 km of the Visakhapatnam Port
- c. Road: Served by NH-16 and the scenic Beach Road corridor
- d. Metro: The long-term vision is to get various points on this route covered by the planned Visakhapatnam Metro
- e. Bus: The routes of the Hop on and Hop off bus already plying in Visakhapatnam may be extended to the Bay City hotspots

4.4.3. Site Delineation

The tentative site area is provided in the section-4.4.1. The Consultant must finalize the site delineation—through field surveys, site assessments, and in accordance with the project’s planning requirements—based on the tentative boundaries provided by VMRDA. VMRDA will provide the GIS shapefiles and the Master Plan 2041. Upon final delineation, the site area may vary by ± 5 sq km, resulting in a final area between 35 sq km and 45 sq km. *Scope of services*

4.4.4. Roles, Responsibilities and Scope of Services of Consultant

The services to be performed by the Consultant shall include all activities specified in the ‘Scope of Services’ of this Tender Document, as well as any ancillary tasks that are reasonably required for achieving the objectives of the consultancy and completing the deliverables for the Area Development Plan for Bay City. No additional services beyond the defined scope shall be undertaken without prior written approval of the Authority.

The Consultant requires close interaction with Stakeholders like NITI Aayog, ISEG Foundation, Airport Authority of India (AAI), Urban, Industry, Tourism, Environment, Town & Country Planning Department of State, State / Project level committee and other concern for timely inputs, meeting and reviews, feedback/ observation. The Consultant shall provide clarifications, documents, and back-up information to facilitate VMRDA’s review of submissions within the timelines communicated by VMRDA. The Consultant shall participate in review meetings as and when required by VMRDA.

The successful Consultant shall render the services mentioned below in the subsequent clauses and deemed to be included in their quote unless otherwise mentioned. The project planning shall be done based on the following considerations-

- a. Applicable local rules, regulations, and byelaws
- b. Optimal land/area utilization and planning efficiency
- c. Required facilities and utilities (including area allocation)
- d. Infrastructure cost estimation
- e. Environmental aspects including sustainability and regulatory compliance
- f. Disaster resilience and climate risk considerations
- g. Smart/IT and digital infrastructure planning

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

The consultant shall discuss and finalize all the points/ shortcomings/ requirements, with VMRDA Stakeholders and shall take their concurrence on all the observations after final approval from the VMRDA. Undertake site visits or to attend meetings to collect details/data/information required for planning purpose, holding necessary discussions with VMRDA representatives, and obtaining requirements of the Project and attending meetings with officials or any other agency, as and when required. The consultant shall conduct periodic meetings for project with VRMDA officials during the project duration. The consultant shall also assist various committees formed by the authority during preparation for the project.

The Consultant shall, at no additional cost, provide on-demand support to the Authority for preparing and delivering presentations, reports, briefs, submissions, communication materials, and meeting artifacts (agendas, minutes, action trackers); develop and refine maps/diagrams, infographics, renderings, and layouts as required; assist with stakeholder/investor/statutory presentations and responses to clarifications.

The consultant shall prepare all related documents as per the provisions of applicable acts, bylaws, policy and government orders till the final notification of Area Development Plan.

4.4.5. Detail Scope of Work

The scope of work for the project is structured into eight (8) interlinked stages progressing from project initiation and baseline assessments to preparation of the Final Area Development Plan and associated strategic outputs. The stages are intended to provide a logical and sequential framework for planning, analysis, visioning and implementation support. The scope, data requirements, activities, analysis and deliverables describe herein are indicative and not exhaustive. VMRDA shall retain the right to review, modify, supplement or require additional studies, analysis or deliverables as may be necessary to achieve a comprehensive high-quality vision and an implantable Area Development Plan for Bay City without materially altering the overall objectives of the assignment. The detailed scope of work is as follows:

Stage-1: Project Initiation	
Key Activities	<p>i. Inception Stage The Consultant shall convene a formal kickoff with the Authority to align objectives, scope boundaries, deliverables, and interfaces with the Authority to align objectives, scope boundaries, deliverables, and interfaces. The Consultant will present and refine the proposed methodology and detailed workplan/schedule (milestones, critical path), with mitigation actions, review cadence (e.g., weekly status, monthly progress reviews), and communication/document control protocols. control protocols. -control protocols. The Consultant shall submit Minutes of Meeting (MoM) capturing decisions, action items, owners, and timelines, which will serve as the inception baseline for subsequent stages.</p> <p>ii. Regulatory & Statutory Review The Consultant shall review and compile all applicable national/state/local statutory provisions, policies, byelaws, standards and planning documents relevant to preparation of the Area Development Plan for Bay City. The Consultant shall prepare a</p>

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<p>Regulatory Compliance Note and a checklist to guide planning proposals and subsequent approvals. The review shall include, as applicable:</p> <ul style="list-style-type: none"> a. Planning framework documents: <ul style="list-style-type: none"> i. Regional Plan / Master Plan / Zonal Development Plan / CDP (as applicable) ii. Existing land use/zoning provisions and notified planning boundaries iii. Relevant authority guidelines/circulars/orders applicable to the project area such as: <ul style="list-style-type: none"> a. Development control and building regulations b. Coastal, environmental and hazard-related provisions (as applicable): c. Land and administrative provisions: Land records process, land conversion requirements, ROW/servitude requirements, and any other relevant statutory processes impacting planning and implementation. d. Document recommending modification/changes in various laws, regulations, that will be required to align them to implement vision of the Bay City <p>iii. Preparation of the Final site delineation boundary map (desk base) The tentative site delineation scope of services is mentioned in section-4.4. The consultants shall carry all the works as detailed out in section 4.4.5 of this RFP. Upon final delineation, the site area may vary by ± 5 sq km, resulting in a final area between 35 sq km and 45 sq km. The Consultant shall prepare:</p> <ul style="list-style-type: none"> a. Based on data collection, the Consultant shall propose the final site delineation for planning and submit the same to VMRDA for review and approval. b. The Consultant shall also prepare key thematic maps (existing land use, constraints/opportunities, drainage/flood-prone areas where evident from baseline), to support subsequent planning stages
Deliverables	<ul style="list-style-type: none"> i. Kick off meeting MOM and work plan ii. Regulatory & Statutory Review Note (including a compliance checklist / constraints map inputs and approval pathway) iii. Suggestive Revised guidelines/policy for the delineated area. The Consultant shall flag any byelaw/DCR amendments or policy levers required to enable brownfield redevelopment and private land participation. iv. Final site delineation boundary map v. GIS-based project base map with additional layers as per requirement of the project vi. Inception report with methodology and detailed tasks.
Submission Timelines	T+10 days

Stage-2: Site Assessment and Baseline Studies

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

<p>Key Activities</p>	<ol style="list-style-type: none"> 1. Data Collection: The consultant shall undertake the following activities: <ol style="list-style-type: none"> i. Obtain and compile site-related data available with VMRDA and other concerned departments/agencies. ii. Collect all available maps, plans, area statements/tabulations, and relevant studies for the project area from VMRDA and other competent authorities. iii. Collect all maps, plans, area tabulations related to the project from VMRDA, and any other data required for the project area. iv. Collect data points for land with respect to ownership, existing land use classification, existing infrastructure and site features v. Collect updated cadastral (Naksha/Village Maps) map falling in the identified project area from the authority vi. Collect updated layout plans (if any approved by competent authority) department from VMRDA within the project area till the given dates. vii. Prepare land classification ownership map for private and public land. viii. Verify and validate the existing site data records for accuracy and completeness. 2. Site Survey: The consultant shall undertake site surveys divided in two parts: Reconnaissance and detailed topography survey. <ol style="list-style-type: none"> 2.1 Reconnaissance Survey: Conduct reconnaissance survey to identify problem locations/constraints such as encroachments, tight sections, low-lying areas, nallas, culverts/bridges, and other physical constraints affecting planning. 2.2 Detailed Topographic Survey: the detailed activities are as applicable to the approved project boundary: <ol style="list-style-type: none"> i. Conduct detailed topographic survey, data collection, analysis of existing infrastructure with contour plan, physical features, built-structures, trees, water bodies, existing roads, natural drainage, and utilities network passing through the project. ii. The survey shall be carried out using Differential Global Positioning System (DGPS)/or Total Station (TS) and the drawings shall be prepared in GIS/ AutoCAD (Grid 10mX10m). iii. The following details shall be covered for the survey in object achievement: <ol style="list-style-type: none"> A. General <ol style="list-style-type: none"> i. Carriageway and pavement geometry location of all trees features such as sewerage and storm water drainage, infrastructure layout, visible manholes and similar features. ii. Establishing of tertiary control points. iii. Location of major road signs / hoardings and any other similar features iv. Location and dimensions of bus shelters / any structure, dimensions of any platforms / encroachments in the Right of Way (RoW) of the Road or where alignment of the drainage/pipeline existing etc. v. On any Junction / crossing etc. the survey shall be done for about 100 m on the road from the main road being surveyed. Obtaining centre line of carriage way, plot boundaries,
------------------------------	--

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<p>footprint, height, entrances, and land use of buildings on either side of existing ROW.</p> <ul style="list-style-type: none"> vi. All over ground existing services such as storm drains, culverts, bridges, sewer lines and cable ducts etc. shall be marked. vii. For underground existing services such as storm drains, sewer lines and cable ducts etc. with VRMDA in obtaining the details and marking it on survey drawings. viii. Traffic survey or any other survey details, if required for preparation of plan. ix. Land ownership information / encroachments / built structures (authorized / unauthorized). <p>B. Environmental, Sustainability & Coastal/Climate Risk Surveys: Considering the project’s proximity to the sea/coastal environment, the Consultant shall undertake the following planning-level baseline surveys and screenings to inform land use planning, infrastructure planning, and risk mitigation as follows:</p> <p>B.1 Coastal edge reconnaissance and sensitivity mapping:</p> <ul style="list-style-type: none"> i. Shoreline/edge condition mapping (natural/artificial edge, erosion/accretion indications, beach/dune status, protective structures if any). ii. Identification of coastal sensitive receptors such as wetlands/mangroves, tidal creeks, mudflats, nesting/roosting areas (where applicable). iii. Identification of no-development/regulated zones as per available statutory maps and records (e.g., CRZ-related constraints, if applicable). <p>B.2 Hydrology, drainage and coastal flooding/sea influence assessment (planning level):</p> <ul style="list-style-type: none"> i. Mapping of drains, outfalls, backflow points, waterlogging/flood-prone locations and historic flood marks (through field inputs and stakeholder consultations). ii. Identification of tidal influence zones (where applicable) and potential storm surge vulnerability points (screening level). iii. Preparation of drainage catchment logic and risk points to guide stormwater planning and blue-green network design. <p>B.3 Environmental & Climate Vulnerability Baseline</p> <ul style="list-style-type: none"> i. Establish baseline data for air quality and water quality, identifying critical pollution sources and sensitive receptors to inform control strategies. ii. Analyze existing resource flows (water, energy, waste) to identify opportunities for circularity and resource recovery within the Bay City
Deliverables	<p>Geo-referenced cadastral overlay, and land area tabulations, along with digitized GIS/CAD files and metadata: The outputs of the above surveys shall be translated into GIS-ready thematic layers and maps including (as applicable):</p> <ul style="list-style-type: none"> a. Constraints and Opportunities Map (including coastal sensitivity) b. Drainage and Flood-prone/Waterlogging Map (screening level)

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> c. Environmentally sensitive receptors map d. Climate risk screening map and preliminary mitigation pointers (planning level) e. Land Classification Maps f. Regional & Project-Specific Resilience maps: Beyond a general area-wide disaster mitigation plan, the Consultant must deliver Project-Wise Resilience Strategies for anchor and innovative projects. Each major anchor must have a tailored mitigation plan addressing coastal erosion, cyclonic impact, and urban flash-flooding, ensuring the "highest quality of life" remains uninterrupted.
Submission Timelines	T + 70 days

Stage-3: Market, Demand and Feasibility Assessment

The Consultant shall carry out a market, demand and feasibility assessment for the final delineated project area, aligned to the envisaged project components as approved by VMRDA and the planning intent of the project. The assessment shall be evidence-based and shall include data-driven analysis, stakeholder inputs, and scenario-based projections to support the ADP and implementation strategy.

The consultant shall carry out the demand assessment for the delineated project area as per the envisaged project components by authority for the project and other requirements. This shall further include following key activities:

Key Activities	<p>1. Benchmarking studies</p> <p>The Consultant would study at least two (2) similar/ comparable international and two (2) national level projects to determine the best practices followed by them and how they have evolved. The study would cover the following aspects:</p> <ul style="list-style-type: none"> i. Conceptualization of the project. ii. Project size, location and components iii. Key promoter, role of stakeholders iv. Governance model v. Infrastructure/ facilities offered. vi. Innovative Elements vii. Sustainability and use of technology at all levels of project cycle viii. Target markets/ SWOT analysis ix. Study and analyze the market demand for the project. x. Case studies of innovative projects or innovative elements in a urban project xi. Exposure Visit to Comparable ADP Project(s) The Consultant shall organize and conduct at least one (1) exposure/site visit to a comparable Area Development Plan (ADP) project executed by the Consultant (or its JV/Parent/Subsidiary) of similar scope and complexity (e.g., greenfield/brownfield/TOD/waterfront/industrial/heritage precinct). <p>2. Demand and Market Assessment</p> <ul style="list-style-type: none"> i. Projection of population in the project site and region considering the impact of VER and other proposed development including
-----------------------	--

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<p>floating population considering the tourism and other business (Meeting, Incentives, Conference, and Exhibitions)</p> <ul style="list-style-type: none"> ii. Conduct demand and market assessment to identify the project requirement across residential, commercial, IT/ITES, industrial, leisure & entertainment, water and other sports, institutional and other activities. iii. Evolve suitable Product/Activity Mix for the selected location and assess likely investment potential to activate local commerce and enhance global investments in the node based on demographic, socio-economic profile of the region; iv. Identify shifting of any existing economic activity from surrounding region to project area with its prospects. v. Assess regional/locational strengths & constraints and analyze the investment climate with respect to existing resources and sectors that would influence the successful development of the zone. vi. Identify parameters that influence attractiveness of Investment Region and critical evaluation of the same to derive key drivers for enabling realization of project goals. vii. Assessment of envisaged project components by authority and other requirements as per demand and market assessment. viii. Conduct Stakeholders consultation at local, regional, national and international level for project identification and demand. <p>3. Infrastructure demand and gap assessment</p> <ul style="list-style-type: none"> i. Assess the existing physical infrastructure availability with respect to water, power, road, transport, information technology (IT), solid waste management (SWM), storm water drainage, sewerage etc at project site. ii. Assessment of existing social infrastructure facility with respect to health, education, social, entertainment and other. iii. Assessment of future infrastructure requirements (physical and social) for the project site as per the proposed project components, projected population. <p>4. Assessment of land pricing</p> <ul style="list-style-type: none"> i. Study of present market price, its trend and growth rate around project site and region. ii. Study existing market study reports if available along with pricing policy of authority/state. iii. Identification of different land development works under different heads and operation cost over duration of project implementation, key revenue drivers, details of revenue heads and projections, profit & loss statement, cash flow statement and financial plan. <p>5. Early Bird Projects – (Brownfield & Private Land Focus)</p> <ul style="list-style-type: none"> i. Map opportunity sites/corridors (public and private) using Existing Land Use, ownership mix (as per records), vacant/under-utilized parcels, dilapidated stock, frontage on primary streets, and proximity to transit and utilities.
--	---

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> ii. Prepare a screening framework (quick-win potential, land assembly complexity, statutory conformity, construction access, marketability, E&S/climate risk). iii. Produce a shortlist of early-bird sites/corridors with constraints and preliminary risk flags; identify fast-trackable permissions and utility conflicts for each. <p>6. Technological interventions</p> <ul style="list-style-type: none"> i. Assessment of existing technological use in planning, development and governance. ii. Identification of technological infrastructure requirements at all stages of project specially for project operation phase including safety and security. iii. Assessment of technological solutions as per the benchmarking and requirement for project such as Integrated Command and Control Center (ICCC), AI solution, SCADA, BIM, GIS application etc.
Deliverable	<ul style="list-style-type: none"> a. Feasibility Report. Comprising of case study/benchmarking, SWOT analysis, learnings, Demand assessment, conclusions, desired product mix derivation, etc. b. Benchmarking: 5-8 comparable waterfront/greenfield as well as brownfield townships/city districts (Indian and global), key learnings. c. Report on Innovative projects and innovative elements that can be added with gov support. d. Exposure Visit: Organize one exposure/site visit to a comparable ADP executed by the Consultant. e. Early-Bird Opportunity Atlas (including purpose, area coverage, editable core GIS layer, constraints and preliminary risk flags; identify fast-trackable permissions and utility conflicts for each.)
Submission Timeline	T + 70 days

Stage-4: Visioning and Concept Development

After completion of the Stage 2 Site Assessment & Baseline Studies and Stage 3 Market and Demand Assessment, the Consultant shall undertake a structured Visioning and Concept Development exercise for the project area. The objective of this stage is to develop multiple alternative development scenarios/options for Bay City and present them to VMRDA for review and selection of a preferred option. The Consultant shall proceed to prepare the detailed Area Development Plan (ADP) only for the option selected/approved by VMRDA.

Key Activities	<p>Preparation of Concept Options / Development Scenarios</p> <ul style="list-style-type: none"> a. Prepare a minimum of three (3) concept development options/scenarios (or as specified by VMRDA), each presenting a distinct development approach and spatial structure. Each option shall include, at a minimum: b. Concept land use structure and land budget (area statements) c. Development intensity approach (density/FSI strategy at a planning level, where applicable) d. Mobility and connectivity concept (road hierarchy, public transport integration, parking approach)
-----------------------	--

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> e. High level zoning strategies aligned with tourism topologies (hotels, waterfront, beach clubs, beach shacks, marina, cultural attractions etc.) f. Open space and blue-green network concept (parks, drainage corridors, waterfront edge treatment, climate resilience measures) g. Indicative phasing strategy (short/medium/long term) and key catalytic projects h. High-level cost implications (indicative CAPEX order of magnitude) and implementation considerations i. Alignment with market demand/product mix and investment attractiveness (planning-level) j. Smart/IT and technology readiness concept (planning-level) k. Key risks, assumptions and mitigation measures for each option <p>Marketing Strategy: The Consultant/Bidder shall submit a Place Marketing Strategy for “Bay City”, including:</p> <ul style="list-style-type: none"> a. Brand positioning: vision, values, personality, unique selling propositions (USPs) b. Target audiences: residents, visitors/tourists, investors, businesses, institutions c. Brand narrative & messaging: key messages, taglines options (3–5), tone of voice d. Integrated Branding Strategy: As part of the communication plan, the Consultant shall suggest a branding and naming strategy that is in total sync with VMRDA and regional stakeholders. This plan must outline how to communicate the "Bay City" identity to global audiences while maintaining local support. <p>Option Presentation and Selection</p> <ul style="list-style-type: none"> a. Undertake a comparative assessment of the options using an agreed evaluation framework (e.g., compliance, market fit, mobility performance, infrastructure feasibility, environmental/climate resilience, implementation complexity, financial implications and phasing readiness). b. The Consultant shall present the Vision and Concept Options to VMRDA through a formal presentation and submit a Vision & Concept Options Report. c. Submit a recommendation for the preferred option with rationale; however, the final selection shall rest with VMR DA. d. VMRDA shall review and select options from one out of three options or a vision with elements from all 3 options will be selected for preparation of the Detailed Area Development Plan (ADP). e. The Consultant shall incorporate VMRDA’s comments and proceed with the ADP for the selected option only.
Deliverable	<ul style="list-style-type: none"> 1. Presentation and Report of vision and concept plan along with benchmarking of similar projects across International/National. Report will be considered with all the relevant drawings as per below: <ul style="list-style-type: none"> a. Regional setting

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> b. Location Plan c. Thematic Landscape d. Base map with revenue data Topography and Existing Development e. Proposed Land use f. Transport network and circulation plan g. Infrastructure utility plan h. 3D views of the Project area from different angles i. 3D views from the waterfront j. 3D views from Prominent areas within the Project area such as seafront, promenades, plazas, commercial areas, pedestrian precincts, road cross sections etc. <p>2. Branding Strategy (includes Branding positioning, target audiences, Brand narrating & Messaging)</p>
Submission Timeline	T + 130 days

As per the all-development document available (such as reports, published paper), demand, market assessment strategy, final vision, concept plan approved by VMRDA and benchmarking the consultant shall prepare the draft Area development plan for Bay City inclusive of detailed spatial, physical and infrastructure planning as described in stage-5 below:

Stage-5: Draft Area Development Plan

Key Activities	<ul style="list-style-type: none"> i. Project Components: <ul style="list-style-type: none"> a. Finalization of project components as per the projected population and requirements of URDPFI Guidelines, 2014, VMRDA area regional plan requirement, other applicable guidelines, policy, bylaws and GOs and demand and market assessment. b. Derivation of estimated product mix, demand, area requirements in terms of land / built-up, requirements under various land use category such as residential, commercial, IT, Industrial, Leisure and entertainment etc. c. Finalization of Physical, social and other support infrastructure requirement. Identification of anchor and early-bird projects across both government and privately-owned parcels, ensuring that catalytic nodes are distributed throughout the Bay City geography. Given the brownfield nature of the area, such project identification must be accompanied by appropriate redevelopment strategies, incentive frameworks, and mechanisms that enable private landowners to participate in phased regeneration. d. Statutory CRZ Mapping & Compliance Framework: prepare a high-resolution Coastal Zone Management Plan for the entire project area, identifying CRZ-I, CRZ-II, CRZ-III, and CRZ-IV areas based on the latest CRZ Notifications and clearly demarcate the no-development zones. The plan also needs to address coastal erosion and accretion to ensure that "Bay City" infrastructure is protected from rising sea levels and storm surges. ii. Sector Design Prototype : Entire development region should be divided under sectoral planning model. Prepare the selected design upto 10 sector prototypes, selected
-----------------------	--

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<p>from prioritized locations (private, government, or mixed ownership), representing distinct product mixes and urban conditions.</p> <p>For each prototype, provide a planning scale sector design with:</p> <ol style="list-style-type: none"> a. Product Mix & Program: Use wise floorspace and land budget (e.g., residential including EWS / LIG / rental / hostel / co living, commercial / retail / office / IT, community & social infra, open space/public realm).-wise floorspace and land budget (e.g., residential—including-space and land budget (e.g., residential—including b. Density & Controls: FSI/FAR bands, coverage, height/step backs, setbacks, parking strategy, inclusionary housing parameters—aligned with applicable DCR / byelaws.- backs, setbacks, parking strategy, inclusionary housing parameters—aligned with applicable DCR/byelaws. c. Block Layout & Plotting: Block structure, plot amalgamation / realignment strategy, access/egress, service lanes, loading/servicing. d. Urban Design & Façade Code (Prototype specific): Ground plane activation (active edges, arcades), façade articulation, materials/color palette, signage & wayfinding; character/heritage interfaces where relevant. - specific):- plane activation (active edges, arcades), façade articulation, materials/color palette, signage & wayfinding; character/heritage interfaces where relevant. e. Utilities Concept: Planning level networks and connections (water, sewer, storm water, SWM, power, telecom/ICT), staging and corridors, drainage/waterlogging fixes. - level networks and connections (water, sewer, storm water, SWM, power, telecom/ICT), staging and corridors, drainage/waterlogging fixes. f. Brownfield Readiness: Encumbrance snapshot (as per records), demolition/retrofit approach, construction staging & TTMP, business continuity for traders/residents. g. Costing & Phasing: ROM/block costs <p>iii. Preparation of Draft Area Development Plan under APMRUDA Act:</p> <ol style="list-style-type: none"> a. Preparation of the Draft Area Development Plan should be based on the proposals of approved Concept Plan and should incorporate all the objectives specified in this document. b. Provisions for public utilities, physical and social infrastructure components as per norms and standards specified in the Statutory Provisions, the URDPFI Guidelines 2014, APMRUDA Act [International Zoning Code (IZC), Leadership in Energy and Environmental Design (LEED), International Guidelines on Urban and Territorial Planning(UN-Habitat IG-UTP), International Green Construction Code (IGCC), International Fire Code (IFC), Energy Conservation Building Code (ECBC), Indian Green Building Council (IGBC), Global Designing Cities Initiative (GDCI)] and all Applicable Codes and Indian standards.
--	---

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> c. The layout plans shall also include proposed scheme/ sector roads, road-widths, scheme/sector level open/green spaces & utilities, scheme/sector level commercial area/s, educational area/s, health area/s and other public-semipublic land use areas with land use analysis statement, all based on context, nature of scheme, planning norms and standards specified in the statutory provisions. d. The layout plan shall incorporate area statement (Area analysis based on different land uses proposed at the scheme and Sector/Pocket level). <ul style="list-style-type: none"> i. Propose a land-use plan at desired scale on the project area allocating use of land for purposes such as tourism, recreational, commercial, residential in clear lands as identified in conceptual Area development plan ii. Identification of projects of infrastructure development and cost estimation. iii. Strengthening sustainability component- conservation of urban lakes by delineating and declaring no-development areas, parks, plantation plan for road-side and open areas iv. Final tabulation of land area statement for the Final Scheme Boundary and proposed layout plan based on the following: <ul style="list-style-type: none"> a. Various land uses proposed in the layout plan b. Proper planning of roads in tandem with Development Plan, Airport Master plan and other. c. To prepare vehicular and pedestrian movement plan by integrating it with the surrounding network, airport and major land uses of VMRDA. v. Original plots merged and Final Plots redrawn on map after making provisions of land for public purposes (Road, parks, affordable housing, conservation of wetlands, reserved land for commercial sale etc.) Emerging provisions of TOD, TDR, Area Based FSI, New and Renewable Energy, Environment Conservation for urban lakes, Disaster Management, Rainwater Harvesting etc. Overall plan to be in accordance with the Norms and Standards as prescribed in URDPFI Guidelines, 2014 to the extent feasible and practical. vi. Allocation of Land Use to individual plots, Layout plan showing linkages. vii. Special DCRs for plan shall be proposed by the Consultant. Indicative heads shall be: <ul style="list-style-type: none"> a. Land Use Permissibility b. Sub-division Regulations c. Standards for facilities in different pockets/ landuses d. Development Controls for integrated developments and individual buildings e. Minimum Setbacks f. Parking Standards g. Basement h. Ground Coverage, FAR, Height and Other Controls
--	---

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> i. Additional provision for public & semi-public properties abutting National Highway and Expressway j. Other Regulations (wherever required) k. Construction along Road Right of Way (R/W) l. Construction of Building not to encroach upon an area set upon m. for means of access. n. Trunk Services o. Water Bodies <p>e. Incorporation of all/any revisions proposed as a result of discussions or appraisals, or scrutiny of the proposals submitted at the Draft Stage and submission of 'Draft Bay City Area Development Plan' for approval.</p> <ul style="list-style-type: none"> i. Preparation of Draft Formats as per the applicable statutory provisions. ii. Assistance to VMRDA in discussions/consultations with Landowners including presentations to the Landowners for informing them about the plan. iii. All mapping should be done on UTM (Universal Transverse Mercator) co-ordinates for ease of demarcation of plots on ground. iv. Assistance to VMRDA for change preparation of notification formats as per statutory framework v. Assistance to VMRDA in change of Plan boundary, if required vi. Assistance to VMRDA in notification of Draft Plan. Handholding in the hearing of objections and suggestions. Incorporating the changes in the scheme if required after the objections and suggestions are received. vii. Assistance to VMRDA in obtaining statutory approvals from State/ Central wherever required. <p>f. To ensure the master plan translates into a world-class visitor experience, Local Area Plans for prioritized tourism sites should be prepared:</p> <ul style="list-style-type: none"> - Developed beach fronts - Shopping complex - Kailasagiri Hill - Thotlakonda and Pavurallakonda Buddhist complex - Marina - Adventure theme park
Deliverable	<ul style="list-style-type: none"> i. Draft Area Development Plan submission in desired format(s) as per applicable statutory provisions of APMRUDA Act for Committee/Competent Authority review/approval. ii. Open Geo spatial Consortium (OGC) compliant Layout Plan as per AP layout rules of plots (1:4000 scale) showing: <ul style="list-style-type: none"> a. area under developable plots

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> b. area reserved for roads/ROW c. open spaces/green areas d. physical infrastructure reservations e. social infrastructure/amenities reservations f. Marquee projects in the Bay City <ul style="list-style-type: none"> iii. Proposed Land Use Plan with land budget / area statements (use-wise and precinct/parcel-wise as applicable). iv. Draft Zoning / Development Control Framework (DCR) aligned with applicable byelaws, planning norms, and statutory regulations. v. Mobility & Connectivity Plan covering road hierarchy/ROW, junction approach, public transport integration, and NMT (walk/cycle) framework. vi. Infrastructure Plan / Framework (planning level) for: <ul style="list-style-type: none"> a. water supply b. sewerage c. storm water drainage d. solid waste management e. power/electrical f. telecom/ICT corridors (including smart/IT readiness provisions) vii. Sector Design Compendium: Selected sectors upto 10 prototypes with plans, sections, massing, land & floor space budgets, product mix matrix, sector level DCR application, utilities & mobility concepts, public realm/facade code, costing & phasing. viii. Scales & Media: Plans at 1:1000/1:2000 as appropriate, typical cross-sections, illustrative 3D massing, and an explanatory Sector Design Brief per prototype. ix. Product Mix & Absorption Note: Phase wise absorption assumptions for each prototype. x. 3D Walkthroughs/Video Walkthrough <p>Submission Copies: Three (3) hard copies + soft copies in PDF and editable formats (GIS/CAD/Excel) for all drawings, schedules, and supporting data.</p>
Submission Timeline	T+160 days

Stage-6: Implementation Strategy

Based on the approved Draft Area Development Plan, the Consultant shall prepare a Draft Implementation Strategy outlining- project prioritization and phasing, packaging of interventions, planning-level cost estimates and cashflows, financing approaches & value-capture mechanisms, delivery and procurement options, institutional & governance arrangements, approvals roadmap, risk management measures, and safeguards. The Strategy shall also include an implementation schedule with defined KPIs. This Draft Implementation Strategy will support stakeholder consultations and budget alignment, and shall be finalized following the approval of the Final Area Development Plan

Key Activities	<ul style="list-style-type: none"> i. Prioritization criteria: <ul style="list-style-type: none"> a. Impact: Extent of public benefit, service coverage, and improvement in urban outcomes.
-----------------------	---

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> b. Readiness: Availability of land, utility preparedness, and status of DPRs or enabling clearances. c. Statutory Alignment: Consistency with zoning regulations, master plan provisions, and approval requirements. d. Financing Feasibility: Viability of funding options, PPP/value-capture potential, and O&M affordability <p>ii. Phasing & Packaging</p> <ul style="list-style-type: none"> a. Define short / medium / long term phasing aligned with dependencies, demand, and infrastructure readiness. b. Prepare logical project packages (e.g., corridors, sector bundles, trunk infra clusters). c. Early Bird Projects (Project Packages): Finalize priority early bird projects on government and suitable private land with: scope, readiness (land/encumbrance snapshot), approvals path, utility diversions, ROM capex & cash flow, delivery model (public works/PPP/JD/JV), E&S/climate risk, Traffic Management Plan (TMP), and action plan. <p>iii. Urban Design Guidelines (Implementation Oriented)</p> <ul style="list-style-type: none"> a. Public Realm Structure: Define the hierarchy and design principles for parks, open spaces, waterfronts, and blue-green corridors, including their connectivity to transit nodes and community facilities. b. Street Typologies & Cross-Sections: Develop implementable street types and cross-sections covering carriageways, NMT facilities, utilities, vending zones, and parking, with provisions for universal accessibility and CPTED-based design measures. c. Open Space & Environmental Parameters: Specify open space ratios, buffer requirements around water bodies, and nature-based stormwater solutions such as bioswales, permeable paving, and rain gardens. d. Design Toolkits & Standards: Provide toolkits for materials, street furniture, lighting and wayfinding, and landscape palettes, along with a Design Review mechanism and O&M/maintenance standards to support consistent implementation. e. Detail the design of blue-green corridors that integrate natural drainage with public parks and waterfronts <p>iv. Façade Treatment & Built Form Controls-Form Controls</p> <ul style="list-style-type: none"> a. Massing and Skyline Controls: Establish height and FAR parameters, setbacks, corner treatments, and sensitive edge transitions to ensure contextual built form integration. b. Ground Plane Activation: Define requirements for active frontages, minimum ground-floor heights, glazing standards, arcades/canopies, and restrictions on blank walls to enhance pedestrian experience. c. Façade Articulation: Specify rhythms, fenestration patterns, shading devices, and screening for MEP services and parking podiums to ensure visual coherence and functional efficiency. d. Materials and Sustainability: Provide guidance on material and color palettes addressing glare, reflectance, and climatic durability, along with sustainability standards such as ECBC-aligned envelopes, solar-ready provisions, and integration of green roofs/walls.
--	---

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<p>e. Façade Approval Framework: Develop the façade approval process, including submission formats, proformas, and compliance checklists.</p> <p>v. Heritage / Character & Adaptive Reuse: Develop implementation-focused guidelines for enhancing heritage and character areas through adaptive reuse, façade improvement, and curated experiential tourism.</p> <p>a. This shall include actionable façade/streetscape improvement standards, incentive options, shopfront/arcade guidelines, and models for activating heritage assets through suitable reuse concepts.</p> <p>b. The Consultant shall also propose heritage-based experiential tourism interventions - such as themed routes, interpretation elements, cultural programming, etc. - integrated with the overall Bay City public-realm and tourism strategy.</p> <p>vi. Costing, Cash Flows & Financing (incl. Value Capture)</p> <p>a. Planning-Level Costs & Cashflows: Prepare ROM/block-level capital and lifecycle O&M costs, year-wise cashflows, and key sensitivities.</p> <p>b. Financing Plan: Develop a financing strategy covering public budget allocations, PPP structures, multilateral/DFI options, and value-capture instruments such as betterment levies, impact fees, premium FSI/TDR/area-based FSI, development charges, land pooling/TPS, joint development, and land monetization.</p> <p>c. Enabling Framework: Recommend required policy actions, notifications, and compensation/benefit-sharing approaches, wherever applicable.</p> <p>d. Revenue Security & Viability: Propose revenue security mechanisms and funding-gap bridging options to ensure bankability and long-term sustainability.</p> <p>e. Sensitivity Analysis: Conduct sensitivity tests on inflation, implementation phasing, market absorption, and other key financial variables.</p> <p>vii. Strategy for private sector participation (Project Development & Procurement)</p> <p>a. Identification of PPP-Suitable Projects: Assess and shortlist projects appropriate for private participation, including utilities, mobility hubs/parking, community and commercial facilities, district cooling/energy systems, and joint development/joint venture opportunities.</p> <p>b. PPP Structuring & Risk Allocation: Recommend suitable PPP models (DBFOT, HAM/Annuity, DBO, O&M with revenue share, JD/JV/SPV), and prepare a risk matrix along with proposed payment mechanisms such as user charges, availability/annuity payments, and VGF.</p> <p>c. Valuation, Equalization & Compensation:</p> <p>i. Define valuation methodology including base values and pre/post-scheme value uplift.</p>
--	---

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> ii. Propose equalization and compensation tools—betterment levy, impact fees, TDR/FSI credits, and cash adjustments—identifying payer/recipient scenarios. d. Institutional Framework & GRM: Define roles and responsibilities of LPS/TPS Cell, SPV/PMU and other institutional entities; establish a Grievance Redress Mechanism (GRM) and a protocol for consent tracking. e. Cashflow & Funding Linkages: Develop a project-level cashflow model incorporating saleable land, development charges, and monetization of betterment/TDR; link financing flows with trunk infrastructure phasing. f. Risk Assessment & Mitigation: Prepare a risk register covering title issues, non-consents, market absorption risks, and potential litigation, along with mitigation actions and contingency measures. <p>viii. Proactive Incentive Framework for private participation: To catalyze monetization, the Consultant shall propose a suite of innovative incentives (e.g., FSI bonuses, tax holidays, fast-track single-window clearances, or sustainability credits, etc.) to attract global anchor investors and high-end developers.</p> <ul style="list-style-type: none"> a. Viability Gap Diagnosis: Quantify project level viability gaps for typical brownfield products (housing, mixed use, high street, adaptive reuse) based on sector prototypes (≤20 acres). b. Design an incentive matrix that includes limits an <ul style="list-style-type: none"> i. FSI/TDR Incentives: Additional FSI within caps; TDR credits for public purpose land—define sending/receiving zones, caps/floors, and issuance/transfer rules. ii. Premium/Charge Rebates: Calibrated premium FSI rates, development charge/impact fee rebates linked to public benefits (roads/greens/EWS delivered in kind). kind). iii. FastTrack Approvals: Priority processing windows, combined scrutiny, deemed timelines (where policy permits); eligibility & compliance rules. c. Tax/Levy Relief (if policy enabled): Construction period property tax relief; stamp/registration offsets for pooling/rehab. d. Grants/Matching Credits: Façade and public realm improvement grants or credit notes against dues, based on verified completion. e. Inclusionary Incentives: Bonus FSI/fee rebates for EWS/affordable units, universal accessibility, or amenities beyond minimum norms. f. PPP/JD Options: Structures for joint development/joint venture on pooled/government land with revenue share/premium models. g. Or any other incentive strategies as per the project requirement. <p>ix. Institutional Framework:</p> <ul style="list-style-type: none"> a. Roles/Responsibilities across line department. b. Approval pathway and statutory compliance checklist <p>x. Steady-State Operations & Maintenance (O&M) Strategy</p>
--	---

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> a. Asset Management Framework: Creation of a digitized asset register (integrated with BIM/GIS) for all public assets (roads, utilities, parks, waterfront promenades) b. Financial Sustainability: Mechanism for Area-Based Maintenance Charges or user fees to ensure the "Steady State" is self-funded without recurring dependence on VMRDA's general budget c. Environmental & Resilience Monitoring: Steady-state monitoring of coastal erosion, groundwater levels, and GHG emissions as per the climate adaptation plan. Management of decentralized waste-to-energy and water recycling systems to ensure zero-waste-to-landfill status
Deliverables	<ul style="list-style-type: none"> 3. Implementation Strategy Report consolidating: <ul style="list-style-type: none"> a. Phasing & Packaging Plan and Prioritized Project Pipeline. b. ROM Costs & Year wise Cash Flows; Financing & Value Capture Strategy (incl. levy/compensation approach as applicable). c. PPP Strategy & Procurement Roadmap (risk/finance/model selection). d. Incentive Framework: <ul style="list-style-type: none"> i. Incentive Menu & Rules (FSI/TDR, fees, fast-track, grants, inclusionary, PPP/Joint Development) with eligibility, caps, conditions, safeguards. track, grants, inclusionary, PPP/JD-track, grants, inclusionary, PPP ii. Financial Impact Note (value capture vs fiscal cost) with scenarios. e. Draft Policy/Notification Text and Process Workflow (forms, evaluation checklist). f. Worked Examples applied to each sector prototype (viability tables and public benefits). g. Provide incentives and assembly tools to early bird projects and sector prototypes; include RFQ/RFP outlines for PPP/JD where relevant. 4. Provide incentives and assembly tools to early bird projects and sector prototypes; include RFQ/RFP outlines for PPP/JD where relevant. <ul style="list-style-type: none"> a. Urban Design Guidelines (implementation oriented) and Façade & Built Form Controls (illustrated with checklists). oriented Form Controls b. Branding Strategy c. Institutional & Governance Roadmap; Approvals Schedule. d. Risk & Mitigation Plan with O&M Framework. e. Integrated Implementation Schedule with KPIs; editable files (GIS/CAD/Excel/Word proformas/templates). f. At least two capacity building workshops for the VMRDA and GVMC officials.
Submission Timeline	T+210 days=T1

Stage-7: Consultation and Approvals Support

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

<p>Key Activities</p>	<p>i. Consultation Plan & Coordination: Prepare a Statutory Consultation & Approvals Support Plan indicating:</p> <ul style="list-style-type: none"> a. applicable statutory consultation requirements (as communicated by VMRDA/competent authority) b. proposed consultation modes (public meeting/workshop/hearings as applicable) c. schedule of key events and submission timelines d. list of statutory agencies/line departments to be consulted e. Support VMRDA in inter-agency coordination for statutory consultations and approvals, including preparing letters, briefing notes, and agenda for meetings. <p>ii. Public Disclosure / Notifications Support (as applicable): Assist VMRDA in preparation of materials required for public disclosure/notifications, as applicable under statutory provisions, including:</p> <ul style="list-style-type: none"> a. public notice content (draft text) and publication support material b. plan extracts/maps for display and publication c. summary note in simple language highlighting key proposals d. Provide print-ready and digital versions of disclosure materials as per VMRDA format. <p><i>Note: Actual publication/notification shall be carried out by VMRDA/competent authority; Consultant's role is preparation and support.</i></p> <p>iii. Stakeholder Consultations / Public Hearings (bounded and structured): Conduct and document stakeholder consultations as per the approved Consultation Plan, such as:</p> <ul style="list-style-type: none"> a. consultations with local stakeholders/community representatives b. consultations with utility agencies and government departments c. consultation with investor/developer bodies/industry associations (if directed by VMRDA) d. Prepare and submit minutes, attendance sheets, photographs, and a consultation outcomes report. <p>iv. Objections & Suggestions Management Support: Support VMRDA in establishing a structured system for handling objections/suggestions, including:</p> <ul style="list-style-type: none"> a. receiving, logging, and categorizing submissions (template + register) b. preparing an Objections & Suggestions Register capturing source, issue type, location reference, and status c. preparing a response matrix with proposed action (accept/partially accept/reject) and rationale d. Provide technical clarifications and supporting documentation to assist VMRDA in hearings/committee discussions. <p>v. Statutory Agency / Departmental NOCs & Comments (as applicable): Coordinate with statutory agencies/line departments for obtaining comments/NOCs (as applicable), and support VMRDA by:</p>
------------------------------	--

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> a. preparing submissions, drawings, and explanatory notes required by each agency b. incorporating agency comments into the plan (where accepted by VMRDA) c. maintaining a tracking sheet of agency comments and compliance status <p>vi. Plan Revision & Finalization for Statutory Submission: Revise the Draft ADP based on:</p> <ul style="list-style-type: none"> a. statutory agency comments accepted by VMRDA b. outcomes of public consultations/hearings c. committee/authority observations d. Prepare the Final ADP submission set (final reports, drawings, schedules, compliance matrix) as required for statutory approval/notification. <p>vii. Committee Presentations & Approval Support Make presentations to VMRDA/competent committees as required for approvals, including:</p> <ul style="list-style-type: none"> a. statutory consultation summary b. key decisions sought. c. response to objections/suggestions d. compliance with statutory comments e. Provide on-call clarifications and supporting documents during the approval process, when requested by VMRDA. <p>Consultant may need to attend monthly or milestone-based progress review meetings with project steering committee / VMRDA</p>
Deliverables	<ul style="list-style-type: none"> a. Statutory Consultation & Approvals Support Plan (schedule, agencies and process note) b. Public Disclosure Package (draft notice text, plan extracts, summary brochure note, as applicable) c. Stakeholder Consultation Documentation (minutes, attendance, photo log, outcomes summary) d. Objections & Suggestions Register + Comment–Response Matrix (template and populated version) e. Statutory Agency Coordination Tracker (comments received, action taken, compliance status) f. Revised ADP Submission Set incorporating accepted comments/decisions. g. Presentation Decks for committee/hearing/approval meetings h. Final Compliance Matrix summarizing incorporation of statutory/public comments
Submission Timeline	T1+30 days

***Note:** The Consultant shall provide all technical assistance and coordination support for statutory consultations and approvals; however, issuance of statutory approvals/notifications is outside the Consultant’s control and shall remain the responsibility of the competent authority. The Consultant shall not be held liable for delays attributable to third-party agencies, statutory authorities, or procedural timelines not under the Consultant’s control.*

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Stage-8: Final Area Development Plan	
Key Activities	<ul style="list-style-type: none"> a. After publication of the draft scheme and incorporating all decisions of the Authority and committee (after receiving the objections and suggestions of all stages), the consultant shall submit Final Layout plan/s and its associated formats, showing pocket plans incorporating developable plots (mixed/residential/commercial, physical and social infrastructure), plot listing, provisions for public utilities, physical and social infrastructure components, proposed roads, road-widths, various open/green spaces & utilities, Parking Areas, sector/Pocket level commercial area[s], and other public-semipublic land use areas with land use analysis statement as per norms and standards specified in the Statutory Provisions, the URDPFI Guidelines 2014 and all Applicable Codes and Indian standards. The details are as follows: b. Assistance to the authority, Government, and its committee in finalizing the scheme. c. Demarcation of the Plan on the Topographic Survey of the Project Site. d. Final [proposed] Urban Infrastructure plan, Scheme/sector level infrastructure proposed with block cost estimate (Stage 1 estimates) of each infrastructure component. e. Assistance in establishing of Tertiary Control Points and demarcation of plot boundaries, roads, pockets, etc. with concrete pillars of appropriate sizes complete as per approved plan. f. Final Implementation strategies options and their timelines, strategies to use value capture finance tools, assessment of betterment levy, compensation if any to stakeholders, Specific Development Control Regulations for the Plan, assessment of Benefits and Impacts of the scheme, if required. g. Projectization of Government Land Parcels and Identification of suitable private land parcels. h. Assistance to authority/government in obtaining statutory approvals, preparation of draft formats and publishing notifications.
Deliverables	<p>1. Final Area Development Plan under APMRUDA Act Package (Statutory/Committee Submission)</p> <p>The Consultant shall submit the Final Area Development Plan in the desired format(s) as per applicable statutory provisions, duly incorporating all comments/observations received from VMRDA, statutory agencies, and stakeholder consultations. The Final ADP package shall include:</p> <ul style="list-style-type: none"> 1.1 Final Layout Plan of Plots (Scale 1:500) indicating: <ul style="list-style-type: none"> i. Final plot boundaries and plot areas ii. Land reservation under roads/ROW, open spaces, physical infrastructure, and social infrastructure/amenities iii. Key planning reservations and development control references as applicable 1.2 Final Development Control Regulations (DCR) / Development Regulations & Guidelines

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> i. Final zoning/use permissions and development parameters aligned with applicable byelaws/statutory provisions ii. Applicable special area controls (e.g., waterfront edge, flood-prone areas) where relevant <p>1.3 Final Infrastructure Plan / Framework (Planning Level)</p> <ul style="list-style-type: none"> iii. Water supply, sewerage, stormwater drainage, solid waste management, power, and telecom/ICT corridors (including smart readiness where applicable) <p>1.4 DPR in the form of Block Costing (Planning-Level / ROM)</p> <ul style="list-style-type: none"> i. Block/sector-wise infrastructure development costing and costing for key projects ii. Basis of estimate and assumptions (unit rates, quantities planning level) <p>1.5 Final Tabulation of Land Area Statements</p> <ul style="list-style-type: none"> i. Original plots vs Final plots statement (as applicable to landowner communication/land pooling/readjustment requirement) ii. Village/Naksha-wise and parcel/plot-wise schedules as required for statutory submission. <p>1.6 Compliance & Comment-Response Matrix</p> <ul style="list-style-type: none"> i. Matrix showing incorporation of VMRDA/statutory/public comments and final compliance status ii. Submission copies: Three (3) hard copies + soft copies (PDF and editable formats as specified below). <p>2. Final ADP Report (Incorporating Comments)</p> <p>A consolidated final report that includes:</p> <ul style="list-style-type: none"> i. Updated proposals incorporating review observations ii. Land budget statement (existing vs proposed) iii. Final development regulations/guidelines (as applicable) iv. Final mobility and infrastructure framework v. Final implementation strategy vi. Environmental/sustainability/climate resilience integration (planning level) <p>3. Final Drawing Set (Print-ready + GIS/CAD)</p> <p>The Consultant shall submit a complete set of final drawings, print-ready and in editable formats, including:</p> <ul style="list-style-type: none"> i. Final Land Use Plan ii. Final Zoning / Development Control Plan iii. Final Mobility Plan (road hierarchy, ROW, junction strategy, PT integration, NMT) iv. Final Utility / Infrastructure Plans: water supply, sewerage, stormwater drainage, power, solid waste, telecom/ICT v. Final Open Space & Public Realm Plan (including waterfront/public realm where applicable)
--	--

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

	<ul style="list-style-type: none"> vi. Final Environmental Management / Mitigation Plan (planning level) vii. Final Phasing & Implementation Plan viii. Key cross-sections (typical street sections, major corridors, waterfront edge) <p>4. Format of Submission / Handover Requirements</p> <ul style="list-style-type: none"> i. Reports: Searchable PDF + editable DOC ii. Presentations: PPT/PPTX iii. Drawings: PDF + CAD (DWG/DXF) iv. Spatial data: GIS layers/database (SHP/GDB) with metadata, coordinate system, and layer list v. Costing/area statements: Editable Excel
Submission Timeline	T1+60 days

4.5. Deliverables and Payment terms

The entire assignment shall be completed within 9 months from start of the work. the consultant is required to ensure that the total envisaged work including submission of the deliverables is completed within 9 months. The fee will become payable on submission and approval of followings deliverables at progressive stages as given below:-

Sr. No.	Deliverables	Timeline	Payment (%)
1	<p>Stage-1 Project Initiation</p> <ul style="list-style-type: none"> a. Kick off meeting MOM and work plan b. Regulatory & Statutory Review Note (including a compliance checklist / constraints map inputs and approval pathway) c. Suggestive Revised guidelines/policy for the delineated area. The Consultant shall flag any byelaw/DCR amendments or policy levers required to enable brownfield redevelopment and private land participation. d. Final site delineation boundary map e. GIS-based project base map with additional layers as per requirement of the project f. Inception report with methodology and detailed tasks. 	T+10 days	5%
2	<p>Stage- 2 Site Assessment and Baseline Studies</p> <ul style="list-style-type: none"> a. Geo-referenced cadastral overlay, and land area tabulations, along with digitized GIS/CAD files and metadata b. Constraints and Opportunities Map (including coastal sensitivity) c. Drainage and Flood-prone/Waterlogging Map (screening level) d. Environmentally sensitive receptors map e. Climate risk screening map and preliminary mitigation pointers (planning level) 	T+70 days	10%

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Sr. No.	Deliverables	Timeline	Payment (%)
	<ul style="list-style-type: none"> f. Land Classification Map g. Regional & Project-Specific Resilience maps 		
3	<p>Stage- 3 Market Demand and Assessment</p> <ul style="list-style-type: none"> a. Feasibility Report. b. Benchmarking Report: c. Innovative projects and elements report d. Early-Bird Opportunity Atlas 	T+70 days	5 %
4	<p>Stage-4 Visioning and Concept Development</p> <ul style="list-style-type: none"> i. Report of vision and concept plan along with benchmarking of similar projects across International/National ii. Branding Strategy (includes Branding positioning, target audiences, Brand narrating & Messaging) 	T+130 days	10%
5	<p>Stage- 5 Draft Area Development Plan</p> <ul style="list-style-type: none"> a. Sector Design Compendium for the entire ADB area b. OGC (Open Geospatial Consortium) compliant Layout Plan applicable as per AP layout rules upto 10 sectoral design prototype (1:4000 scale) c. Product Mix & Absorption Note d. Draft Area Development plan as pe applicable statutory provision in APMRUDA Act <ul style="list-style-type: none"> i. Proposed Land Use Plan with land budget / area statements (use-wise and precinct/parcel-wise as applicable). ii. Draft Zoning / Development Control Framework (DCR) iii. Mobility & Connectivity Plan iv. Infrastructure Plan e. 3D Walkthroughs/Video Walkthrough 	T+160 days	20%
6	<p>Stage-6 Implementation Strategy</p> <ul style="list-style-type: none"> a. Implementation Strategy Report <ul style="list-style-type: none"> iii. Phasing & Packaging Plan and Prioritized Project Pipeline. iv. ROM Costs & Year wise Cash Flows; Financing & Value Capture Strategy v. PPP Strategy & Procurement Roadmap vi. Incentive Framework vii. Urban Design Guidelines (implementation oriented) and Façade & Built Form Controls (illustrated with checklists) viii. Institutional & Governance Roadmap; Approvals Schedule. ix. Risk & Mitigation Plan with O&M Framework 	T1= T+210 days	10%

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Sr. No.	Deliverables	Timeline	Payment (%)
7	Stage 7- Consultations and Approvals Support a. Statutory Consultation & Approvals Support Plan (schedule, agencies and process note) b. Public Disclosure Package (draft notice text, plan extracts, summary brochure note, as applicable) c. Stakeholder Consultation Documentation (minutes, attendance, photo log, outcomes summary) d. Objections & Suggestions Register + Comment–Response Matrix (template and populated version) e. Statutory Agency Coordination Tracker (comments received, action taken, compliance status) f. Revised ADP Submission Set incorporating accepted comments/decisions. g. Presentation Decks for committee/hearing/approval meetings h. Final Compliance Matrix summarizing incorporation of statutory/public comments	T1+30 days	10%
8	Stage 8: Final Area Development Plan a. Layout Plan of Plots (Scale 1:500) indicating b. Development Control Regulations (DCR) / Development Regulations & Guidelines c. Infrastructure Plan d. DPR in the form of Block Costing (Planning-Level / ROM) e. Tabulation of Land Area Statements f. Compliance & Comment-Response Matrix	T1+60 days	10%
9	Any other support to VMRDA post submission of plans to government		20%

Note:

- i. All deliverables under this assignment shall be submitted to VMRDA along with the required 3 Hard printed copies (where applicable, in the appropriate size, scale, and format).
- ii. The Consultant shall mandatorily hand over all raw files associated with each deliverable, including but not limited to DWG, DXF, SHP, GDB/GIS files, PSD/AI design files, Word documents, Excel sheets, CAD/GIS layer files, 3D models, diagrams, databases, and any other source files generated during the course of the work along with pdfs and prints. Full ownership, access rights, and working files of the project shall rest with VMRDA.
- iii. The bidder shall provide presentations for all the deliverables mentioned above.
- iv. Consultants shall make presentations to Authority, to various Government departments as required during various stages of the assignment.
- v. All the invoices in favor of “The Metropolitan Commissioner, VMRDA, Visakhapatnam”.
- vi. The Bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released by VMRDA as per the payment milestones.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- vii. Payment relating to a particular stage shall be done after approval of the respective stage report.
- viii. No mobilization advance will be given to the Consultant.
- ix. The review committee will review the reports submitted by the Consultant. The decisions/suggestion carried out will be reviewed in the next meeting
- x. Penalties, if any, will be deducted from payments to be made.
- xi. On completion of the Project tenure, during change over the Bidder/Consultant has to handover all the files with credentials, all necessary portal related documents to VMRDA under proper acknowledgement in smooth transition.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

5. Bid Opening and Bid Evaluation Process

5.1. Bid Opening

VMRDA will open all the bids submitted online, in the presence of bidders' representatives who choose to attend the Bid opening as per the RFP Data Sheet. Bid opening will be performed at 2 stages as per the dates specified in RFP Data Sheet

- i. Technical Bid
- ii. Commercial Bid

5.2. Bid Evaluation Process

Preliminary Scrutiny: The VMRDA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The bids that do not conform to the tender conditions and bids from firms without EMD, bid document fee shall be straight away rejected. Subsequent to the preliminary scrutiny and identification of qualified bidders, further evaluation of the bids will be done in two stages and at the end of every stage, shortlisted bidders will be informed of the result to have a fair and healthy competition. The following is the procedure for evaluation of bids.

5.3. Minimum Eligibility Criteria

5.3.1. Technical Criteria:

Bidders should have completed/draft submitted to government project satisfying following minimum criteria during last fifteen (15) years. Bidders should submit copies of certificates from Authority for the same.

- i. Preparation of Master Plan/Statutory Town Planning or Development Schemes/ Local Area Plan or any other statutory plan for a city having population more than **10 Lakhs and area proposed for minimum 500 Hectare**. Preference will be given to plans to involve large-scale brownfield / greenfield tourism cities. The project should be duly notified/approved by the statutory body.

and

- ii.
 - a. The Bidder must have successfully completed at least **one (1)** assignment involving land pooling, land readjustment, Town Planning Scheme (TPS), or consent-based brownfield land reconstitution, with a minimum cumulative area of **20 acres in the case of land pooling/readjustment, and more than 200 acres in the case of TPS**, completed up to the notification stage, final scheme stage, or an implementation milestone.
or
 - b. Preparation of **Detailed Project Report (DPR) and bid/procurement support** for at least one (1) urban redevelopment/area infrastructure package for any Government/ Semi-Government Agency, for which the successful project execution /implementation of **works of at least Rs. 500 Cr** has been completed.

Clarification-

- a. For the purpose of considering experience of projects during last fifteen years, completion date as notification/approval date shall be considered for evaluation.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- b. In the case of a Consortium, the collective experience of all Consortium Members shall be considered for the purpose of qualification. Further details regarding Consortium requirements and evaluation parameters are provided in Clause 3.8.1.
- c. In case the bidder has prepared DPR of infrastructure worth more than 500 Cr. and the execution is ongoing, the same shall be considered eligible only if execution / implementation of at least 100 Cr. worth infrastructure work has been completed till the bid due date.
- d. In case of subsidiary firm operating in India being subsidiary of international firm participating as bidder, such subsidiary is allowed to borrow technical credentials of its parent / group / associate company.

Documentary Evidence for Experience

The Bidder (and each Consortium Member, if applicable) shall submit, for every assignment claimed within the last **15 years**:

- i. Letter of Award/Work Order/Contract showing scope, dates, and contract value;
- ii. Completion/Final Acceptance Certificate issued by the end Authority (for ongoing assignments, an interim/satisfactory performance certificate evidencing at least **[percentage]%** progress or corresponding payments);
- iii. Authority contacts details (name, designation, official email, phone) for verification.
- iv. Evidence of the Bidder's proportionate share and role were performed as JV/consortium.
- v. Only signed, dated, and legible documents on Authority letterhead will be considered.
- vi. The experience of Sub-consultancy shall not be considered for evaluation of the qualifying projects

5.3.2. Financial Criteria:

- i. Minimum **Average Annual Turnover** of any of three financial years during the last 5 FY (i.e. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) of the Consultant should be minimum **INR 100 Crore (Indian Rupees One Hundred Crores only)**.
- ii. In case the Bidder is a Joint Venture (JV), each JV member shall individually meet one hundred percent (100%) of the minimum annual turnover requirement specified in the Eligibility criteria. Further, of this 100% turnover requirement, at least fifty percent (50%) shall be derived from consultancy services. Consultant shall submit the CA certificate.
- iii. Further, the Bidder should have a **positive Net Worth** as per the last audited financial statements.

Note: Consultants must ensure that evidence of eligibility criteria of turnover in the form of audited financial statements for the three financial years together with the Auditors' Report must be closed with their Technical Proposal.

- a. The details of documents required as a proof of above criteria are given in clause 5.4.1 For the purpose of this RFP document, a Private Entity shall mean a sole proprietorship firm / registered partnership firm / LLP/ a company registered in India under the Companies Act 1956 amended on 2013. However, in case the Indian subsidiary is less than 3 years old, it's mandatory for the bidder to show the working

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

experience of at least 5 years. in India through affiliate firms. Working experience proof shall be in the form of work orders/completion certificates.

- b. Any entity, which has earlier been barred by the VMRDA, Government of Andhra Pradesh or any other State Government in India or Government of India (GoI), or any of the agencies of GoAP/ GoI from participating in similar projects and the bar subsists as on the proposal due date, shall not be eligible to submit a Proposal.

5.4. Evaluation of Technical Bids

The criteria for eligibility, qualification, evaluation and selection of Applicants are set out in the RFP. The evaluation of the technical bids will be carried out in the following manner:

- a. Technical proposals of the bidders will be opened and evaluated who meets all the Minimum Eligibility criteria.
- b. The technical Evaluation Committee will evaluate the Technical Proposals on the basis of the technical evaluation criterion as mentioned below in clause 5.4.1.
- c. The bidders, who score an aggregate technical score as specified in Data Sheet, will qualify for the evaluation of the commercial bid.

5.4.1. Technical Qualification Evaluation Criteria: Technical Evaluation

Marks:

The technical proposal scoring shall be carried out only for the Bidders meeting the minimum criteria as per clause of the RFP.

The total maximum point for evaluation of Technical Proposal is 100 marks.

The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below.

S. No.	Parameter	Marks	Documents required
1 (i)	Preparation of Master Plan/Statutory Town Planning or Development Schemes/ Local Area Plan/or any other statutory plan for a city having population more than 10 Lakhs and area proposed for minimum 500 Hectare. Preference will be given to plans involving large-scale brownfield / greenfield tourism cities. The project should be duly approved by the statutory body.	Max. 20	1. Appointment letter/ Agreement and 2. Approval letter/ Notification/ Sanction of Plan/ Layout by the authority.
	Experience of 1 (one) Project of 500 Ha	10	
	Experience of 2 (two) Projects of 500 Ha or one project of more than 1000 Ha.	15	
	Experience of 3 (three) or more projects of 500 Ha or 1 (one) project of more than 1500 Ha.	20	
1 (ii)	The Bidder must have successfully completed at least one (1) assignment involving land pooling, land readjustment, Town Planning Scheme (TPS), or consent based brownfield land	Max. 10	1. Appointment letter/ Agreement and

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

S. No.	Parameter	Marks	Documents required
	reconstitution, with a minimum cumulative area of 20 acres in the case of land pooling/readjustment, and more than 200 acres in the case of TPS, completed up to the notification stage, final scheme stage, or an implementation milestone.		2. Completion Certificate issued by the authority or any other document substantiating completion of project.
	Experience of 1 (one) Project	3	
	Experience of 2 (two) or more projects	5	
	Experience of 3 (three) or more projects	10	
	OR		
	Preparation of Detailed Project Report for at least one (1) DPR and bid/procurement support for an urban redevelopment/area infrastructure package for any Government/ Semi-Government Agency, for which the successful project execution /implementation of works of at least Rs. 500 Cr has been completed.		
	Experience of 1 (one) Project	3	
	Experience of 2 (two) Projects or more projects of more than Rs. 500 Cr. Or one project of Rs 1000 Cr.	5	
	Experience of 3 (three) or more projects of more than Rs. 500 Cr. or one project of Rs. 1500 Cr.	10	
2.	Minimum Average Annual Turnover of any of three financial years during the last 5 FY (i.e. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) of the Consultant should be minimum INR 100 Crore (Indian Rupees One Hundred Crores only).	Max. 15	Certificate from the CA.
	a) Rs. 100 Crores	05	
	b) For additional 10 Crore over 100 Crore - 1 mark subject to maximum 10 marks	10	
3.	Qualification and Experience of Key Persons Marking for International Key Personnel International Urban Specialist-5 marks International Urban Design Specialist-5 marks	Max. 35	Self-Certified CV along with proof of employment in the firm, if required

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

S. No.	Parameter	Marks	Documents required
	<p>Marking scheme for Team Leader: Eligible assignments $\geq 5 = 3$ marks 5 > Eligible assignments $> 3 = 2$ marks 3 Eligible assignments = 1 marks Eligible international Experience = 2 marks</p> <p>Marking scheme for the members: Eligible assignments $\geq 3 = 2$ marks 3 > Eligible assignments = 1 marks</p> <ul style="list-style-type: none"> • Urban planner • Urban designer • Landscaping expert • Environmental and sustainability expert • Financial expert • GIS expert • Tourism expert • Infrastructure and Utilities expert • Mobility Expert • Legal expert 		
4	<p>Presentation on the capability, experience, adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach.</p> <ul style="list-style-type: none"> • Understanding of the project – 5 marks • Approach and Methodology of the project- 10 marks • Firm experience of similar coastal tourism / brownfield / green field large scale tourism projects as mentioned in RFP and project handling capability - 5 marks 	Max. 20	<p>Presentation shall be submitted along with the Technical Proposal in not more than 8 A4 sheets. Authority may invite for in-person presentation if required.</p>
	Grand Total	100	

Note:

- a. Evaluation marks shall be assigned solely based on the supporting documents submitted by the bidder.
- b. The Bidder has to make presentations at VMRDA premises or at a place decided by VMRDA to facilitate the Procurement Committee in understanding the Bidder's

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

capabilities to execute the project. The date for the presentation will be communicated in advance. Bidder are expected to communicate the requirements for conducting this exercise 2 days in advance to VMRDA. Bidder shall ensure that the representative carries an authorization letter from the bidder.

- c. The bidder with less than 60 Marks out of the 80 marks in evaluation (Experience and Turnover) will be treated as non-responsive. The marks of those bidders who get more than 60 Marks out of a maximum of 80 Marks, in the evaluation shall be called only for technical presentation.

The **Technical Evaluation** of the bid will be based on the bidder's response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP.

- a. The bidder with less than 70 Marks in Technical Evaluation will be treated as non-responsive. Each bidder has to present the technical bids to the Evaluation Committee for examination. The Marks will be computed for Marks of 100. The Financial Proposal of those bidders who get more than 70 Marks out of a maximum of 100 Marks, in the Technical Evaluation shall be considered for commercial bid evaluation. VMRDA will shortlist bidders who meet the Technical Qualification criteria mentioned in this RFP.
- b. The bidders who qualified in technical qualification stage - will only be shortlisted and eligible for Commercial opening.
- c. Technical score calculation: The highest scoring technical proposal on the basis of above methodology will be given 100 marks. The technical scores of other proposals will be calculated as:

$$S_T = 100 * T/T_H$$

(T = Total technical marks scored by Proposal)

(T_H = highest technical marks scored by all proposal)

5.4.2. Key Personnel

The details of the key personnels are mentioned in the below table:

International Key-Personnel

Sr.No	Key Personnel	Minimum qualification	Minimum length of professional experience	Experience on eligible assignments
1	International Urban Specialist	Graduate/PG in Urban & Regional Planning/Studies.	Min 15 years of experience	International Experience in coastal/waterfront/port-city strategy and metropolitan/city-region or regional spatial development plan of similar magnitude and nature
2	International Urban Design Specialist	Master's in Architecture/Urban Design or PG in Planning.	Min 15 years of experience	International Experience in waterfront/blue-infrastructure public realm and one sustainable

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

				neighborhood/district layout incorporating integrated coastal district layout (demonstrating CRZ compliance and permitting pathway, port-city interface/marina or harbor-edge integration, hospitality/tourism activation)
--	--	--	--	--

National Key-Personnel

Sr. No	Key Personnel	Minimum qualification	Minimum length of professional experience	Experience on eligible assignments and role
1	Team Leader/Urban Planning Expert	Postgraduate in Urban Planning or equivalent planning degree Desirable additional qualification: MBA/ Project Management	Min 15 years of experience	<p>Experience:</p> <ul style="list-style-type: none"> The Team Leader should have been involved in at least three (3) projects of similar nature and scale as specified under the Eligibility Criteria of this RFP. The candidate must have demonstrated experience in leading multidisciplinary teams for the design and implementation of large site development, urban planning, or regional planning projects.
2	Urban Planner	Postgraduate in Urban Planning or equivalent planning degree	Min 15 years of experience	<p>Experience: The candidate should have been involved in at least three (3) qualifying projects of similar nature and scale as specified under the Eligibility Criteria of this RFP.</p> <p>Role:</p>

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Sr. No	Key Personnel	Minimum qualification	Minimum length of professional experience	Experience on eligible assignments and role
				The candidate will be responsible for planning and guiding spatial development frameworks for infrastructure, mixed use areas, and city level interventions.
3	Urban Designer	Postgraduate in Urban Design	Min 10 years of experience	<p>Experience:</p> <p>The candidate should have been involved in at least two (2) qualifying projects as specified under the Eligibility Criteria of this RFP.</p> <p>Role:</p> <p>Will be responsible for the urban design of the project.</p>
4	Landscaping Expert	Postgraduate in Urban Design / Sustainable Architecture / Equivalent	Min 10 years of Experience	<p>Experience:</p> <p>The candidate should have been involved in at least two (2) qualifying projects as specified under the Eligibility Criteria of this RFP.</p> <p>Role:</p> <p>Will be responsible for preparing and detailing the landscape area development plan for the Project.</p>
5	Financial Expert	C.F.A./CA/M BA (Finance) or equivalent	Min 10 yrs of Experience	<p>Experience:</p> <ul style="list-style-type: none"> The candidate should have been involved in at least two (2) qualifying projects as specified under the Eligibility Criteria of this

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Sr. No	Key Personnel	Minimum qualification	Minimum length of professional experience	Experience on eligible assignments and role
				<p>RFP.</p> <ul style="list-style-type: none"> Must have experience in PPP project structuring, financial feasibility studies, cost estimation, and investment planning for large urban development or master planning projects.
6	Environmental and Sustainability Expert	Postgraduate in Environmental Science or equivalent	Min 10 years of Experience	<p>Experience:</p> <p>The candidate should have been involved in at least two (2) qualifying projects as specified under the Eligibility Criteria of this RFP.</p> <p>Role:</p> <p>Will be responsible for all assignments of Detailed Project Report (DPR) of Coastal Road/Sea Links, etc, involving CRZ clearance, Environment and Forest-related clearance.</p>
7	GIS experts	Postgraduate in Geoinformatics, or a related field (e.g., Geography/Civil Engineering with a GIS specialization)	Min 10 years of experience	<p>Experience:</p> <p>The candidate should have been involved in at least two (2) qualifying projects as specified under the Eligibility Criteria of this RFP.</p> <p>Role:</p> <p>Will be responsible for the creation of base maps, spatial analysis, and integration of various thematic layers for the Area Development Plan.</p>

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Sr. No	Key Personnel	Minimum qualification	Minimum length of professional experience	Experience on eligible assignments and role
				Should have experience in handling high-resolution satellite imagery and developing GIS-based planning solutions for at least 3 large-scale infrastructure or urban planning projects.
8	Tourism expert	Postgraduate in Urban Planning with specialization in Tourism, or an equivalent relevant discipline.	Min 10 years of experience	<p>Experience:</p> <ul style="list-style-type: none"> • The candidate should have been involved in at least two (2) qualifying projects with experience in tourism zones/destination development/tourism corridor development or as per projects specified under the Eligibility Criteria of this RFP. • Must have prepared at least 3 Detailed Project Reports (DPRs) for tourism-related projects
9	Infrastructure and Utilities expert	Graduate degree in Civil Engineering or an equivalent discipline, with postgraduation with specialization in Environmental Engineering, Water Resources, or Public Health Engineering	Min 10 years of experience	<p>Experience:</p> <p>The candidate should have been involved in at least two (2) qualifying projects as specified under the Eligibility Criteria of this RFP.</p> <p>Role:</p> <p>Will be responsible for providing all infrastructural solutions for the area development plan including trunk infrastructure, water supply, sewerage and drainage.</p>

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Sr. No	Key Personnel	Minimum qualification	Minimum length of professional experience	Experience on eligible assignments and role
10.	Urban mobility expert	Postgraduate in Transport Planning, Traffic Engineering, or Urban Planning with a specialization in Transportation	Min 10 years of experience	Should have been involved as a Lead Transport Planner/Expert in at least two (2) major urban projects involving Area Development Plans, Smart Cities, or Large-scale Townships, transport modelling and corridor planning
11	Legal expert	Bachelor of Law (LLB) or equivalent	Min 10 years of experience	<p>Experience:</p> <ul style="list-style-type: none"> • The candidate must have completed a minimum of two (2) large-scale assignments of a similar nature and complexity, as specified under the eligible project categories of this RFP. • Responsible for legal matters of land acquisition and statutory clearances.

Note:

- a. Key professionals having international exposure to similar type of projects will be preferred.
- b. Deployment of International Expert
 - i. The nominated international experts shall:
 - be deployed onsite in Vizag during inception, master planning, key design milestones, and review stages; and
 - provide continuous offsite support as required for the duration of the project.
 - Any change in nominated personnel will require prior written approval from the Authority.
 - ii. **Non-Compliance:** Failure to deploy the committed the Company personnel shall constitute a material breach and may lead to:
 - rejection of the Bid, or
 - termination of the Contract and invocation of Performance Security

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- c. The Authority reserves the right to ask for details regarding the proof of age, qualification and association of the key personnel with the firm. Age limit for key professionals mentioned above to be deployed on project should not be more than 65 years on the date of bid submission.
- d. Key professionals enclose photocopies of the certificates in support of their qualification and experience.
- e. Support Personnel other than the above listed Key Personnel might be required by the consultant. The exact composition of the team may consist of all the above-mentioned functionaries or additional members depending on the requirement of the project.
- f. The cost of all the resources required for delivery for the project shall be included in the financial proposal quoted by the applicant.
- g. All team members must meet the minimum requirements specified in clause 5.4.2. If any of the members fails to meet these minimum requirements, his/her score shall be evaluated as Nil.
- h. The Consultant may engage a Sub-consultant for providing Legal Expert services, subject to prior approval of the Client. The qualifications and experience of the proposed Legal Expert Sub-consultant shall comply with the requirements specified in this RFP. Notwithstanding such engagement, the Lead Consultant shall remain fully responsible for the performance, delivery, and quality of all outputs, including those provided by the Sub-consultant.
- i. The Consultant shall deploy the following three personnel at the project site within fifteen (15) days from the date of signing of the Agreement: (i) Urban Planner, (ii) Tourism Expert, and (iii) Urban Designer. The on-ground deployment requirements, including number and composition of staff, may be revised by VMRDA from time to time based on project needs. The Consultant shall ensure timely compliance with such requirements without any additional financial implication to VMRDA.

5.5. Evaluation of Commercial Bid

- a. The commercial bid cost would be considered from the commercial Proposal. The commercial bid should provide cost calculations corresponding to each component of the project.
- b. Commercial Bids will be opened and compared after the Technical Evaluation has been completed for those bidders who are technically qualified.
- c. The bidder shall indicate Basic Prices and taxes, duties etc., (if required) in the form prescribed.
- d. The bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by VMRDA and will not in any way limit the purchaser's right to contract on any of the terms offered.
- e. All the bids will be compared based on their Commercial value, as per format given in the commercial forms.
- f. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be summarily rejected.
- g. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- h. Any conditional bid would be rejected.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- i. The prices should be exclusive of GST but inclusive of all Out-of-Pocket Expenses (OPEs.)
- j. All expenses related to travel, boarding, lodging etc. would be inclusive and no separate claims on any account would be entertained.
- k. All the taxes and other levies indicated in the price bid will be taken for the price bid evaluation.
- l. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

5.6. Overall Bid Evaluation

- a. The Bidders shall submit the Commercial Proposal for the entire work. VMRDA will perform a detailed evaluation of the Technical Bids of the Bidders who have qualified in the Preliminary Scrutiny stage in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposals. In order to reach such a determination, VMRDA will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.
- b. Based on the technical evaluation, the commercial Bids of only the technically acceptable bidders shall be opened by VMRDA. The commercial evaluation will take into account the information supplied by the Bidders in the Commercial Proposal and shall evaluate the same as per the evaluation criteria specified in this RFP.
- c. The Final evaluation will be done on the 'QCBS' basis. The commercial bids of only the technically qualified bidders will be opened, and the commercial offers of the unqualified technical bids will be unopened on AP eProcurement Portal.
- d. For Financial Score the bidder with the lowest qualifying financial bid (L1) will be awarded a 100% score. Financial Scores for other than L1 Bidders will be evaluated using the following formula: Financial Score of a Bidder (Fn) = $\{(Commercial\ Bid\ of\ L1/Commercial\ Bid\ of\ the\ Bidder) \times 100\}$ % (Adjusted to two decimal places)
- e. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- f. The bid price will include all applicable taxes, cess, levies etc. shall be in Indian Rupees and mentioned separately.
- g. For final selection of the bidder, the technical qualified bid will be given a weightage of 80% based on criteria for evaluation.
- h. The financial bid shall be allocated a weightage of 20%. For working out the combined score will use the following formula:
 - i. Total Score (H) = $(0.8 \times T) + (0.2 \times F)$
Here
T stands for technical score and
F stands for financial score
The bids will be ranked in terms of total Score. The bid with the highest total Score will be considered for the award of the contract.
- j. Example: If in response to this RFP, three bids, A, B and C were received and the Evaluation Committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B and C were Rs. 120, 100 and 110 respectively, then the following points for financial bids may be given:
A: $100/120 \times 100 = 83$ points

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

B: $100/100 \times 100 = 100$ points

C: $100/110 \times 100 = 91$ points

k. For combined evaluated points, the process would be as follows:

Bid A: $75 \times 0.8 + 83 \times 0.2 = 76.6$

Bid B: $80 \times 0.8 + 100 \times 0.2 = 84$

Bid C: $90 \times 0.8 + 91 \times 0.2 = 90.2$

Bid C in this case with the highest total Score (H-1) will be considered for award of contract.

- i. If a bidder quotes NIL charges/ consideration, the bid shall be treated as non-responsive and will not be considered.
 - ii. The bid price should be exclusive of all taxes and levies and shall be in Indian Rupees.
 - iii. Any conditional bid would be rejected.
 - iv. VMRDA will determine whether the Financial Proposals are complete, and unconditional.
- l. VMRDA reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received if deemed in the best interest of GoAP to do so.

5.7. Award Criteria

VMRDA will issue Notification of Award to the successful bidder whose quote would be considered as most responsive as per the process outlined above.

5.8. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

VMRDA reserves the right to accept or reject any proposal, and to annul the tendering process/ Public Procurement Process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for VMRDA action.

5.9. Notification of Award

Prior to the expiration of the validity period, VMRDA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process/ public procurement process has not been completed within the stipulated period, VMRDA may request the bidders to extend the validity period of the bid. The Notification of Award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee.

5.10. Contract Finalization and Award

VMRDA shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing. VMRDA may also like to reduce or increase the Scope of Work & Resources contract time period defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

5.11. Performance Guarantee

VMRDA will request the selected bidder to provide a Performance Bank Guarantee (PBG) as per the Point 11 of the Bid Data Sheet & within the time specified in the Data Sheet from the Notification of Award (NoA). The PBG should be valid beyond the contract period as specified in the Data Sheet. The PBG shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit a performance guarantee within the time stipulated, the VMRDA at its discretion may cancel the order placed on the selected bidder without giving any notice. VMRDA shall invoke the PBG in case the selected Bidder/Consultant fails to discharge their contractual obligations during the period or VMRDA incurs any loss due to Bidder/Consultant's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.12. Signing of Contract

After the VMRDA notifies the successful bidder that its proposal has been accepted, VMRDA shall enter into a contract with the successful bidder, incorporating all clauses, pre-bid clarifications, Corrigendum and the proposal of the bidder. The Draft contract Agreement is provided in this RFP subject to changes as per the requirements or recommendation made by VMRDA at the time of entering into contract with the selected bidder.

5.13. Failure to Agree with the Terms and Conditions of the RFP

- a. Failure of the successful bidder to agree with the Draft contract Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event VMRDA may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- b. In such a case, the VMRDA shall forfeit the EMD.

5.14. Contract Period

The Successful bidder shall sign a contract agreement with the VMRDA for a period mentioned in the Data Sheet. The contract period can be extended at the discretion of the VMRDA as mentioned in the Data Sheet.

5.15. Project Timelines

- a. Takeover of the Project: As requested by VMRDA Technical Resources has to be deployed from the date of receipt of Notification of Award or **15 days** from the date of contract signing.
- b. Duration of the Project: As per the Bid Factsheet

5.16. Liquidity Damage

Subject to clause for Force Majeure, if the consultant fails to complete the services under scope of work before the scheduled completion date or the extended date or if the consultant repudiates the contract before completion of the work, for the reason solely attributable to the consultant, the VMRDA, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10 percent of the total consultancy fee for each project from the consultant, as Liquidated Damages (LD).

If the selected consultant fails to complete the assignment within the period specified under the Agreement/RFP, the consultant shall pay to the client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay. The

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

aggregate maximum of liquidated damages payable to the client under this clause shall be subject to a maximum of 10% of the total contract fees.

6. General Instructions to Bidders

6.1. Definitions

- a. Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials, or any combination of them.
- b. Specification means the functional and technical specifications or statement of work, as the case may be.
- c. Firm means a Company, partnership firm, limited liability partnership firm, Authority, Society, Trust, Co-operative, or any other Organisation incorporated under appropriate statute as is applicable in the country of incorporation.
- d. Technical bid means that part of the offer that provides information to facilitate assessment by VMRDA, professional, technical, and financial standing of the bidder, conformity to specifications etc.
- e. Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
- f. Two-part Bid means the technical bid and financial bids submitted and their evaluation are sequential.
- g. Composite bid means a bid in which the technical and financial parts are combined into one, but their evaluation is sequential.
- h. Goods and services mean the solution(s), service(s), materials, or a combination of them in the context of the tender call and specifications.
- i. The word goods when used singly shall mean the hardware, firmware component of the goods and services.

6.2. Availability of Tender Documents

For the detailed tender notice, please visit our website <https://tender.apecurement.gov.in> and for participation in the tender, please visit AP eProcurement Portal/ website <http://www.apecurement.gov.in>.

6.3. General Eligibility

This invitation for bids is for Providing Technical Services to Design, Build and Maintain Web Application and Mobile Application to VMRDA who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre-qualification criterion.

6.4. Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

6.5. Bid Forms

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- a. Wherever a specific form is prescribed in the tender document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- b. For all other cases the bidder shall design a form to hold the required information.

6.6. Cost of Bidding & Related Issues

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, submission of proposal, and providing any additional information required by facilitating the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder.
- b. VMRDA will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- c. Bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.
- d. This RFP does not commit VMRDA to award a contract or to engage negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
- e. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. Any deviations in format will make the tender liable for rejection.
- f. The participating bidder should purchase the document and enclose a receipt of the same with the bid document.

6.7. Pre-bid Meeting and Clarifications

- a. After release of the RFP, VMRDA will accept Request for Clarification from the interested Parties/ Firm/ Bidder requiring any clarification of the bidding documents may notify VMRDA contact person. All clarifications should be sent in writing as per the format provided in the table below.

S. No	Page No	RFP Document Reference(s) (section/ Clause No)	Content of RFP requiring clarification	Clarification required by the Bidder

- b. All written clarifications should be sent from email ID of Prime contact person of the bidder on or before the deadline mentioned in the RFP. Telephone calls will not be accepted for clarifying the queries.
- c. All enquiries/ clarifications from the prospective bidders for this RFP must be directed to the contact person notified by VMRDA as given in the data sheet. In no event will VMRDA be responsible for ensuring that Bidders’ inquiries have been received by VMRDA. VMRDA may at its option share the replies to the queries by publishing it in the website <http://vmrda.gov.in>. However, VMRDA makes no

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

representation or warranty as to the completeness of any response, nor does VMRDA undertake to answer all the queries that have been posed by the Bidder.

- d. The bidders or their designated representatives may attend the Pre-Bid Meeting at their own cost, at the venue and date specified in the RFP Datasheet. It is not mandatory for all the prospective bidders to attend the pre bid meeting to participate in the pre bid discussions & to receive the clarifications issued during the pre-bid.
- e. The purpose of the meetings will be to clarify issues and to answer questions on any matter relating to the RFP that may be raised at that stage. Participants to the Pre-Bid meeting should carry-
 - i. Proof of purchase of the tender document
 - ii. An Authorization Letter issued from their company.
 - iii. An identity proof issued by their company
 - iv. Not more than 3 representatives for the Bidder

It may be noted that participants not carrying the above documents will not be allowed to attend the Pre-Bid meeting. The participants are advised to be present 30 minutes in advance at the scheduled time of the Pre-Bid Meeting.

- i. Please note that not attending the Pre-Bid Meeting will not be a cause for disqualification of a bidder.
 - ii. No queries will be answered in regard to the tender document before the Pre-Bid meeting.
 - iii. After issue of pre bid clarifications, no further clarifications shall be entertained.
- f. No clarification from any bidder shall be entertained after the closure of date and time for seeking clarification mentioned in tender call notice. It is further clarified that VMRDA shall not entertain any correspondence regarding delay or non-receipt of clarification from VMRDA.

6.8. Responses to Pre-bid Queries and Issue of Corrigendum:

- a. The Nodal Officer notified by the VMRDA will endeavor to provide timely response to all queries. However, VMRDA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does VMRDA undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, VMRDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d. In order to provide prospective Bidders with a reasonable time for taking the corrigendum into account, VMRDA may, at its discretion, extend the last date for the receipt of RFP Proposals.
- e. The person concerned will respond to any request for clarification of bidding documents which it receives no later than the bid clarification date mentioned in the notice prior to the deadline for submission of bids prescribed in the tender notice.
- f. Written copies/ e-mail of the VMRDA response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents

6.9. Amendment of Bidding Documents

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- a. At any time before the deadline for submission of bids, VMRDA may, for any reason, whether at its own initiative, modify the Tender Document by amending, modifying and/or supplementing the same. All prospective Bidders who have received this tender document shall be notified of any amendments by e-mail, and all such amendments shall be binding on them without any further act or deed on VMRDA part. Such amendments will also be available on the websites on which RFP notification is published.
- b. In the event of any amendment, VMRDA reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time to take the amendment into account while preparing their bids.
- c. If VMRDA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/corrigendum to this RFP. Such supplemental information will be available on <http://vmrda.gov.in>. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

6.10. Submission of Bids

- a. Bids must be submitted online not later than the bid submission date and time specified in the RFP Data Sheet.
- b. The bidders shall submit all the bids/ responses online i.e., Technical and Financial Bids through eProcurement platform, GoAP only.

6.11. Modification and Withdrawal of Bids

- a. No bid may be withdrawn, substituted, or modified by the Bidder in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Submission Form, or any extension thereof agreed. Modification/Withdrawal of the Bid sent through any other means shall not be considered for evaluation.
- b. No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval, the VMRDA shall forfeit the EMD.
- c. The Bidder may withdraw, substitute, or modify its bid on the AP eProcurement portal, in accordance with the process specified below, no later than the date and time specified in the Data Sheet
- d. The process of modification & withdrawal of bid:
 - i. The bidder can withdraw/modify the bid submitted by him previously. However, if a bid is withdrawn, the bidder can't participate in the bid again.
 - ii. After entering with the Login ID and Password, the bidder can modify or resubmit the bid for any number of times till the last date & time of submission by clicking on the option "My bid". The list of tenders, which the bidder participated in previously are displayed here with the bid ID.
 - iii. Each Bid ID has a corresponding "Action" column containing the list of icons for 'Rebid Submission, EMD Resubmission, Tender Fee Resubmission, Financial Bid Resubmission, Bid Withdrawal' are displayed.

6.12. General Business Information

The bidder shall furnish general business information to facilitate assessment of its Professional, Technical and Commercial capacity and reputation.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

6.13. Bid Currency

The Consultant may express the price for its Services in the Indian (INR) currency only.

6.14. Taxes

Prices shall be inclusive of applicable taxes but exclusive of GST.

6.15. Term and Extension of Contract

- a. The term of this Contract shall be for a period as indicated in the Data Sheet and Contract shall come to an end on expiry of such period, except when its term is extended by VMRDA.
- b. VMRDA shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including a fresh negotiation on terms and conditions.

6.16. Suspension of Work

The Bidder/Consultant shall, if ordered in writing by VMRDA representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered duly following the notices period as required for the respective services. The Bidder/Consultant shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder/Consultant, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder/Consultant. In case the suspension of works is not consequent to any default or failure on the part of the Bidder/Consultant and lasts for a period of more than 3 months, the Bidder/Consultant shall have the option to request the VMRDA to terminate the Contract with mutual consent.

6.17. Force Majeure

- a. The Bidder/Consultant shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder/Consultant and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the State Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the Bidder/Consultant shall promptly notify the VMRDA in writing of such condition and the cause thereof. Unless otherwise directed by VMRDA in writing, the Bidder/Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.18. Terminate the Contract

- a. Retain such amounts from the payment due and payable by VMRDA to the Bidder/Consultant as may be required to offset any losses caused to VMRDA as a result of such event of default and the Bidder/Consultant shall compensate VMRDA for any such loss, damages or other costs, incurred by VMRDA in this regard. Nothing herein shall affect the continued obligation of the

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Bidder/Consultant/ other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

- b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Bidder/Consultant may have resulted from such default and pursue such other rights and/or remedies that may be available to VMRDA under law.

6.19. Termination

- a. VMRDA may terminate this contract in whole or in part by giving the Bidder/Consultant prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - i. Where it comes to VMRDA attention that the Bidder/Consultant (or the Bidder/Consultant's Team) is in a position of actual conflict of interest with the interests of VMRDA in relation to any of terms of the Bidder/Consultant's bid, the tender, or this Contract.
 - ii. Where the Bidder/Consultant ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter-alia the filing of any bankruptcy proceedings against the implementation agency, any failure by the Bidder/Consultant to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder/Consultant or the happening of any such events that are adverse to the commercial viability of the implementation agency. In the event of the happening of any events of the above nature, VMRDA shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor implementation agency/Bidder/Consultant, and to ensure business continuity.
 - iii. **Termination for Default:** VMRDA may at any time terminate the Contract by giving 30 days written notice to the Bidder/Consultant without compensation to the Bidder/Consultant in the event of default on the part of the Bidder/Consultant which may include failure on the part of the Bidder/Consultant to respect any of its commitments with regard to any part of its obligations under its bid, the tender or under this contract.

6.20. Termination for Insolvency

The VMRDA may at any time terminate the contract by giving 30 days written notice to the Bidder/Consultant if the Bidder/Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder/Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the VMRDA.

6.21. Termination for Convenience

- a. The VMRDA, may at any time by giving 3 Months written notice to the Bidder/Consultant, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the VMRDA/Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- b. The VMRDA may in the following events, after giving a prior notice and conducting investigations if required, terminate the contract forfeiting the bid security and any sums due for payment to the Vendor: -
 - i. If the Bidder becomes Bankrupt or financially insolvent during the currency of the contract.
 - ii. If it is found that the bidder has been convicted for any unlawful activities.
 - iii. If it is found that the bidder has made gross misconduct or involved in practices injurious to the image and interest of the Authority or has failed in performing his duties as per contract.

6.22. Exit Management Plan

- a. Upon completion of the Contract period, the outgoing Bidder/Consultant has to execute a proper knowledge Transition to the new Bidder/Consultant. The Bidder/Consultant shall handover (return) all the technical documents/operational manuals, Source Code with version controls, Logs, reports related to project back to the Department after the contract period and the bidder shall help in smooth transition.
- b. The final payment to the Bidder/Consultant shall be released only after submission of all the required deliverables of the project during the exit management.

6.23. Right of Monitoring, Inspection and Periodic Audit

The VMRDA shall have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by VMRDA and the Bidder/Consultant undertakes to cooperate with and provide to the VMRDA any other agency appointed by VMRDA, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder/Consultant failing which the Authority may without prejudice to any other rights that it may have issue a notice of default.

6.24. Risk Management

Bidder/Consultant shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this contract. The Bidder/Consultant shall underwrite all the risk related to its personnel deputed under this contract as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this contract and take all essential steps to reduce and mitigate the risk. VMRDA will have no liability on this account.

6.25. Publicity

The Bidder/Consultant shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the VMRDA first gives the Bidder/Consultant its written consent.

6.26. Resolution of Disputes

- a. The VMRDA and the Bidder/Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- b. If, after thirty (30) days from the commencement of such informal negotiations, the VMRDA and the Bidder/Consultant have been unable to resolve amicably a

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

- c. The dispute resolution mechanism shall be as follows:
- d. In case of a dispute or difference arising between the VMRDA and the Bidder/Consultant relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

6.27. Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same languages.

6.28. Applicable Law

The contract shall be interpreted in accordance with appropriate Indian Laws.

6.29. Notices

- a. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by Telex, e-mail, Cable, or Facsimile and confirmed in writing to the other party's address.
- b. A notice shall be effective when delivered or tendered to another party whichever is earlier.

6.30. Taxes and duties

The Bidder/Consultant shall be entirely responsible for all taxes, duties, license fee etc. incurred until delivery of the contracted services to the VMRDA or as per the terms of the tender document, if specifically mentioned.

6.31. Arbitration (As per the State Government Rules)

- a. The selected implementing agency shall indemnify state against all third-party claims arising out of a court order or arbitration award for infringement of patent, trademark/ copyright arising from the use of the supplied services or any part thereof.
- b. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to "The Metropolitan Commissioner, VMRDA" for final decision and the same shall be binding on all parties.
- c. Any other terms and conditions, mutually agreed prior to finalization of the order/ agreement shall be binding on the selected Bidder/Consultant.
- d. The Selected Bidder/Consultant and VMRDA shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Vijayawada, Andhra Pradesh, India.

6.32. Confidentiality and Intellectual Property Rights (IPR)

a. Confidentiality:

- i. The selected Bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- ii. The selected bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- iii. The selected Bidder must remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the Bidder/Consultant is using the data provided by the VMRDA any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- iv. **Selected Bidder** shall not disclose to anyone, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

b. Intellectual Property Rights:

- i. The parties agree that the final output dashboard or visualization, by whatever name it may be called, that will be generated during the course of rendering of service will belong to GoAP. The parties acknowledge and agree that all work products and all Intellectual Property Rights relating to the software platform including, but not limited to reports, curricula, specifications, outlines, drafts, software, map-based infrastructure, shape files, source code and any other materials in any medium, which are prepared and/or developed by Bidder/Consultant are the sole and exclusive property of the Bidder/Consultant provided it is licensed to GoAP.

c. Use of documents and Information:

- ii. The bidder/ selected bidder shall not, without prior written consent from VMRDA disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the VMRDA in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so, as far as may be necessary for purposes of such performance.
- iii. The bidder/ selected bidder shall not, without prior written consent of VMRDA, make use of any document or information made available for the project, except for purposes of performing the Contract.
- iv. The Bidder/Consultant will have to submit source code required documentations to VMRDA. will have full rights over the source code and IPR shall belong to VMRDA and Bidder/Consultant will not possess any rights. On changes in the source code or documentation, the

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Bidder/Consultant will have to provide source code/ documentation to VMRDA from time to time.

d. Indemnification:

- i. The Bidder/Consultant shall, at its own expense, defend and indemnify the VMRDA against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Authority's country.
- ii. The Bidder/Consultant shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Authority is required to pay compensation to a third party resulting from such infringement, the Bidder / Consultant shall be fully responsible thereof, including all expenses and court and legal fees.
- iii. The VMRDA will give notice to the Bidder/Consultant of any such claim without delay and shall provide reasonable assistance to the Bidder/Consultant in disposing of the claim.
- iv. The VMRDA shall indemnify and defend the Bidder/Consultant against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information of Software provided to the Bidder/Consultant by the Authority under the contract.

**Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area
Development Plan and Catalytic Project Strategy for the Vizag Bay City**

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

7. AGREEMENT

Consultancy for Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City for Visakhapatnam Metropolitan Development Authority-VMRDA

This AGREEMENT (hereinafter called the “Agreement”) is made on the day of the month of20....., between, on the one hand, the Metropolitan Commissioner, VMRDA acting through (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

- a. The Authority vide its Request for Proposal for Consultancy for Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City for Visakhapatnam Metropolitan Development Authority (hereinafter called the “Consultancy”) to support VMRDA Govt. of AP (hereinafter called the “Project”);
- b. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- c. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “LOA”); and
- d. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows

1. General

1.1 Definitions and Interpretation

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

- a) “Agreement” means this Agreement, together with all the Annexes;
- b) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- c) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- e) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- f) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- g) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) “Government” means the Government of

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- i) “INR, Re. or Rs.” means Indian Rupees;
 - j) “Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
 - k) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
 - l) “Personnel” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
 - m) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
 - n) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
 - o) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

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

1.3 Relation between the Parties

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

1.4 Rights and obligations

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

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

1.5 Governing law and jurisdiction

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6 Language

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

1.7 Table of contents and headings

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

1.8 Notices

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

- a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.9 Location

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

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

1.10 Authority of Member-in-charge

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

1.11 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant may be taken or executed by the officials specified in this Clause 1.10.

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

.....
Tel:
Mobile:
Email:

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

.....
Tel:
Mobile:
Email:

1.12 Taxes and duties

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

2. Commencement, Completion and Termination of Agreement

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 3 (three) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services.

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

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 3 (three) years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8 Suspension of Agreement

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

2.9 Termination of Agreement

2.9.1 By the Authority

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

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

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

- a. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

3. Obligations of the Consultant

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

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

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

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

3.2.3 Prohibition of conflicting activities

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

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

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

3.2.4 Consultant not to benefit from commissions, discounts, etc.

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

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- b. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- c. **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant and the Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant and the Personnel may disclose Confidential Information to the extent that such Confidential Information:

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

3.4 Liability of the Consultant

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

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

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

- i. for any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

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

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

3.5 Deleted

3.6 Accounting, inspection and auditing

The Consultant shall:

- a. keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- b. permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

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

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

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) any other action that is specified in this Agreement.

3.8 Reporting obligations

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

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

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

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

3.11 Providing access to Project Office and Personnel

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

3.12 Accuracy of Documents

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

4. Consultant’s Personnel

4.1 General

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

4.2 Deployment of Personnel

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and person day rates are specified in Annex-3 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.6 Resident Team Leader and Project Manager

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

5. Obligations of the Authority

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a. provide the Consultant and the Personnel with work permits and such other documents as may be necessary to enable the Consultant or the Personnel to perform the Services;
- b. facilitate prompt clearance through customs of any property required for the Services; and
- c. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

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

6. Payment to the Consultant

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rupees.), which does not include the Additional Costs.
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

- 6.2.1 All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

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

- a. No Mobilization Advance shall be paid.
- b. The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - ii) The Authority shall pay to the Consultant, only the undisputed amount.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

- c. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- d. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- e. Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- f. 10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon completion of Services. In the event of non-completion of Services within 3 (three) years of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 (twenty-four) months from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- g. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. Liquidated Damages and Penalties

7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt,

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-6 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (10 per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

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

7.3 Penalty for deficiency in Services

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

8. Fairness and Good Faith

8.1.1 Good Faith

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

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

8.1.2 Operation of the Agreement

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

9. Settlement of Disputes

9.1 Amicable settlement

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

9.2 Dispute resolution

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

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

9.3 Conciliation

9.3.1 In the event of any Dispute between the Parties, either Party may call upon The Metropolitan Commissioner, VMRDA and the Chairman/Managing Director of the Board of Directors/ of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

- 9.4.2 There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:
(Signature)
(Name)
(Designation)
(Address)

For and on behalf of
Authority
(Signature)
(Name)
(Designation)
(Address)

In the presence of:
1.
2.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

8. Bid Security (EMD) form

File. No:

Project Name:

(To be issued by a bank scheduled in India as having at least one branch in Visakhapatnam) Whereas (Here in after called “the Bidder”) has submitted its bid dated..... (Date). For the execution of (Here in after called “the Bid”) KNOW ALL MEN by these presents that WE of having our registered office at (Here in after called the “Bank”) are bound unto the (hereinafter called “The Metropolitan Commissioner, Visakhapatnam”) in the sum of for which payment well and truly to be made to the said VMRDA itself, its successors and assignees by these presents.

The conditions of this obligation are:

- a. If the bidder withdraws its bid during the period of bid validity or
- b. If the bidder, having been notified of the acceptance of its bid by the VMRDA during the period of bid validity:
 - 1) fails or refuses to execute the contract form if required; or
 - 2) fails or refuses to furnish the performance security, in accordance with the bid requirement;
- c. bidder submits fabricated documents.

We undertake to pay the above amount upon receipt of its first written demand, without the VMRDA having to substantiate its demand, provided that in its demand they will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee of Rs. ----- will remain in force up to..... and any demand in respect thereof should reach the Bank not later than the above date.

Place:
Official
Date:

Signature of the Bank

with seal

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

9. Format for Bank Guarantee for Performance Security

In consideration of “Visakhapatnam Metropolitan Development Authority (VMRDA)” (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at (Hereinafter referred to as the “Consultant” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Authority’s Letter of Acceptance No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs...../-(Rupees.....) excluding Service Tax for Consultancy Services for Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City (Hereinafter called the “Contract”), and the Consultant having agreed to furnish a Bank Guarantee to the Authority as “Performance Security as stipulated by the Authority in the said contract for performance of the above Contract amounting to Rs./- Rupees.....).

We,having registered office at, a body registered/constituted under the(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, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Consultant to the extent of Rs.(Rupees.....) as aforesaid at any time up to,without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Consultant and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. 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.

The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Consultant. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Authority and the Consultant any other course or remedy or security available to the Authority. The Bank shall not be relieved of its obligations under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

Notwithstanding anything contained herein,

a) Our liability under this Bank Guarantee is limited to Rs.....(Rupees.....) and it shall remain in force up to and includingand shall be extended from time to time for such period as may be desired by M/s....., on whose behalf this guarantee has been given.

b) This Bank Guarantee shall be valid up to

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

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

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10. Forms - Pre- Qualification, Technical & Financial

10.1. Form 1: Application Form

Date:

From	The Metropolitan Commissioner, Visakhapatnam Metropolitan Region Development Authority 8 th Floor, Udyog Bhavan, Siripuram Jn., Visakhapatnam-530003
------	---

Ref: <Project Name>

Dear Sir,

We, the undersigned, apply to the above referred Project and declare the following: -

a. We have examined and have no reservations about the RFP Document.

Having examined the Bidding Documents, we, the undersigned, offer to provide the services specified as per section 6 of volume II of the RFP for the sum (here in after called total bid price) as quoted in commercial bid or such other sums as may be determined in accordance with the terms and conditions of the contract.

We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the effectiveness of the contract within the respective timelines stated in the Bidding Documents.

Construction of the Contract

- i. We have read the provisions of tender and confirm that these are acceptable to us.
- ii. We further declare that the bid is unconditional.
- iii. We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
- iv. If our bid is accepted, we undertake to provide an Implementation cum Performance Security in the form and amounts, and within the timelines specified in the Bidding Documents.
- v. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.
- vi. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, that this proposal is made without any connection with any other

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

person, firm or party likewise submitting a proposal, that this proposal is in all respects in good faith, without collusion or fraud

- b. We agree to abide by this bid, which consists of this letter, EMD with technical bid, commercial bid, Pre bid meeting addendum if any and other attachments (specify the attachments) as per the tender document.
- c. We do not have any conflict of interest in accordance with Data sheet

We understand that you may cancel the process at any time and that you are not bound either to accept any application that you may receive bidders to bid for the contract(s) subject of this, without incurring any liability to the Bidders, in accordance with the Data Sheet.

Name & Designation.....

Signature.....

Duly authorized to sign the Application for and on behalf of.....

Stamp/ Seal.....

Attachments: As per the technical/commercial bid specifications

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.2. Form 2: Details of the Bidder

Name of the Bidder:

Name of the Project:

S.No	Description	Details to be filled by Bidder
1	Name of the Organization	
2	Nature of the Organization (Government/ Public/ Private/ Partnership)	
3	Year of Establishment (Enclose any of the following for proof of establishment) Certificate of Incorporation/ Registered Partnership deed if any	
4	Regd. Office Postal Address with Phone & Fax Number	
5	Business of Organization	
6	Office Postal Address with Phone & Fax Number in Andhra Pradesh	
7	Name of the Contact person, Phone, Mobile Number & e-mail address	
8	GST No.& Service Tax No.	
9	Append applicable credentials as per RFP	

Place:

Date:

Bidder's signature and Seal

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.3. Form 3: Declaration regarding Clean Track Record

Name of the Bidder:

Name of the Project:

Sir,

1. I have carefully gone through the Terms & Conditions contained in the RFP Document I hereby declare that my company/ has not been debarred/blacklisted during last five years as on Bid calling date by any Central or State Government/ Quasi Government Departments/ Banks (IBA) or Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices or not having any legal tangle with Govt. Organizations pending in any of the courts in India. There are no cases between the bidder and quasi government or government organizations.

2. In the event our organisation was debarred or blacklisted or got into legal tangle at any point of time, I am declaring and listing the same for your reference.

3. I further certify that I am an authorized officer in my company to make this declaration.

Date:

Name.....

In the capacity of.....

Signed.....

Duly authorized to sign the Application for and on behalf of.....

Stamp/Seal.....

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.4. Form 4: Relevant Project Experience

Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	
Country:	
Location within country:	
Name of Authority:	
Address:	
Start date (month/year):	
Completion date (month/year):	
Name of lead partner & Name of associated Consultants, -----	
Narrative description of Project: Project Area in sq. km. :	
Description of actual services provided by your staff within the assignment:	

Place:

Date:

Bidder's signature and Seal

**Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area
Development Plan and Catalytic Project Strategy for the Vizag Bay City**

10.5. Form 5: Conflict of Interest

Name of the Bidder:

Name of the Project:

(Bidders own format on the company letter head)

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.6. Form 6 - Understanding of the Project

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. You should highlight the problems to be addressed along with their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

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

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

Place:

Date:

Bidder's signature and Seal

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.7. Form 7 - Team Composition and Task Assignments

1. Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

2. Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.8. Form 8 - Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [only one candidate shall be nominated for each position]:

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained and enclose copies of the same*]: _____

6. **Membership of Professional Organizations:** _____

7. **Training & Publications** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

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

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

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]

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

Employer: _____

Positions held: _____

11. Detailed tasks undertaken

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Detailed Tasks Assigned	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[List all tasks to be performed under this assignment]	<p><i>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Authority: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I shall be available during the period proposed for me in the manning schedule and inform the Authority if I leave the assignment before its completion.

(Signature of staff member)

Date:

Full name of the staff: -----

Signature of Authorized representative of the staff-----

Date-----

Full name of authorized representative: -----

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.9. Form 9 - Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the Services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date], and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*] per Month. inclusive of all taxes but exclusive of GST.

We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to the financial proposal shall result in rejection of our financial proposal.

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

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

We remain,

Yours sincerely,

Note:

1. All other tasks pertinent to the contract even though may not have been mentioned in the bid document are assumed to have been included in the work.
2. Deduction of taxes at source will be made as per applicable laws from the payments to be made to the vendor.
3. Bids will be evaluated excluding Taxes.

Place:

Date:

Bidder's signature and Seal

**Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area
Development Plan and Catalytic Project Strategy for the Vizag Bay City**

10.10. Form 10 - Summary of Cost

Item	Costs (In Indian Rupees)	
	Amount in words	Amount in figure
Costs of financial proposal		
GST		
Total cost of financial proposal		

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.11. Form 11 – Power of Attorney

POWER OF ATTORNEY

(On Stamp paper of relevant value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms(Name), son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of _____ for the “Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City” as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 bid for the proposed or being developed by VMRDA (the “Authority”) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

Accepted _____ Signature) (Name, Title and Address of the Attorney) Date:	Dated this the _____ Day of _____ 2025 For _____ (Name and designation of the person(s) signing on behalf of the Applicant)
--	--

Note:

1. To be executed only if the Applicant is a Company or Partnership firm.
2. 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. Copy of such document should be submitted along with the Power of Attorney.
3. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board 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.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.12. Form 12 – Joint Bidding Agreement for Consortium

(On Stamp paper of relevant value)

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

AMONGST

1. {... Limited, a company incorporated under the Companies Act, 1956/2013, Partnership Act, 1932 or as applicable} and having its registered office at (Hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { ... Limited, a company incorporated under the Companies Act, 1956/2013, Partnership Act, 1932 or as applicable} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- (A) VMRDA, a statutory authority constituted by Government of Andhra Pradesh, represented by its Metropolitan Commissioner Officer and having its office at (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited tender proposals by its NIT No. dated (the “tenders”) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the Project, and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the tender.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the assignment.

2.2 The Parties hereby undertake to participate in the Tender Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tender Process and till the completion of assignment

The role and responsibilities of Lead Member shall be

(b) Party of the Second Part shall be the other member of the consortium and its role and responsibility shall be.....

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Service Agreement, till such time as the assignment completion is achieved under and in accordance with the service Agreement.

5. Representation of the Parties

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

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the signing of the Service Agreement, in case the assignment is awarded to the Consortium. However, in case the Consortium is either not prequalified for the assignment or does not get selected for award of the assignment, this Agreement will stand terminated in case the bidding entity is not qualified or upon return of the EMD by the Authority to the bidding entity, as the case may be.

7. Miscellaneous

- (a) This Joint Bidding Agreement shall be governed by laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

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

SIGNED, SEALED AND DELIVERED
and on behalf of

SIGNED, SEALED AND DELIVERED For

LEAD MEMBER by:

SECOND PART

(Signature)
(Name) (Designation)
(Address)

(Signature) (Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

- The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as board resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.13. Form 13 – Power of Attorney for Lead Member of Consortium

(On Stamp paper of relevant value)

Whereas the VMRDA (“the Authority”) has invited tender proposals from eligible parties for the “Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City”

Whereas, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in filing application for the Project in accordance with the terms and conditions of the Application and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, _____, having our registered office at _____, and _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the application process and, in the event the Consortium is awarded the Lease/ Contract, during the assignment delivery, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its tender proposal for the Project, including but not limited to signing and submission of all applications and other documents and writings, participate in applicants’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the application of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s application for the Project and/ or upon award thereof till the Service Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF _____ MONTH OF 20**.

SIGNED, SEALED AND DELIVERED
and on behalf of

SIGNED, SEALED AND DELIVERED For

LEAD MEMBER by:

SECOND PART

(Signature)
(Name) (Designation)
(Address)

(Signature) (Name)
(Designation)
(Address)

In the presence of:

1.

2.

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

Accepted

Notes:

- i. 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.
- ii. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a Board 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.
- iii. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Request for Proposal (RFP) for Selection of Consultant for the Preparation of Area Development Plan and Catalytic Project Strategy for the Vizag Bay City

10.14. Form 14 – Financial Capacity

The information regarding the turnover of any of the three financial years during last 5 FY (i.e. 2020-21,2021-22, 2022-23,2023-24 and 2024-25) should be provided in the format below

Sr.No.	Financial year ended in	Turnover in crores of INR
1	March 2020 (FY 2019– 20) or March 2021 (FY 2020 – 21)	
2	March 2021 (FY 2020 – 21) or March 2022 (FY 2021 – 22)	
3	March 2022 (FY 2021 – 22) or March 2023 (FY 2022 – 23)	
4	March 2023 (FY 2022 – 23) or March 2024 (FY 2023 -- 24)	
5	March 2024 (FY 2023 -- 24) or March 2025 (FY 2024 -- 25)	
	Average	

Signature of the Authorized Signatory

Note:

1. Chartered Accountant certificate with valid UDIN should be attached for certifying the annual turnover for any 3 (three) financial years.
2. Separate forms should be submitted for each member, in case of consortium.

--End of Document --