

REQUEST FOR PROPOSAL

SELECTION OF AGENCY

FOR

**EXCAVATION AND DISPOSAL OF SOIL / SOFT ROCK AT
THE PROJECT SITE – IT CITY, MADHURAWADA**

IN VISAKHAPATNAM

November 2018

**VISAKHAPATNAM METROPOLITAN REGION DEVELOPMENT
AUTHORITY**

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SCHEDULE OF TENDER PROCESS

The above schedule is tentative. Visakhapatnam Metropolitan Region Development Authority (VMRDA) reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

| Event Description | Scheduled Date |
|--|---|
| Tender Notice No: VMRDA/ITCITY/SOIL WORKS/01 | |
| RFP Issue / Start Date | 19.11.2018 |
| Due date for Receipt of Proposals/ Bids (Proposal Submission Date or Proposal Due Date) | 16:00 Hrs (IST) on 06.12.2018 |
| Date and Time of Opening Bids / Proposals (Outer Cover&Cover-I) | 16:30 Hrs (IST) on 06.12.2018, or any other date as intimated by VMRDA. |
| Opening of Cover II (Financial Proposal) | Will be intimated to the qualified applicants |

Any addendum / corrigendum to the RFP Document shall be intimated to all the applicants / Bidders through e-mail.

DISCLAIMER

1. The information contained in this Request for Proposal document ("**RFP Document**") or subsequently provided to Applicants (Bidders/ Applicants), whether verbally or in documentary or any other form by or on behalf of Visakhapatnam Metropolitan Region Development Authority (VMRDA) (herein after referred to as "**Client**") or any of its employees/ officers/ representatives, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the subject assignment proposed to be awarded pursuant to this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Client and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Client and its employees/ officers/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process / Tender Process (hereinafter defined).
6. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicants shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
7. The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements and information contained in this RFP.

8. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that Client is bound to select an Applicant or to appoint the Selected Applicant / Bidder, as the case may be, for the execution of assignment and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. Laws of the Republic of India are applicable to this RFP.

1. LETTER OF INVITATION

1. LETTER OF INVITATION

To,

Whom so ever it is communicated by the authorisee on behalf of VMRDA

Dear Madam / Sir,

Visakhapatnam Metropolitan Region Development Authority (“VMRDA” or “Client”) intends to select an Agency ("hereinafter referred to as the "Agency") for the Excavation and Disposal of Soil / Soft Rock at the Project Site -I.T City, Madhurawada in Visakhapatnam.

The details of the project site and the scope of work for the subject assignment i.e., Excavation and Disposal of Soil / Soft Rock at the Project Site - I.T City, Madhurawada in Visakhapatnam (hereinafter referred to as the "Assignment") are as below:

1. Proposed IT city Project site - Ac. 22.19 cts in Madhurawada, Visakhapatnam.
2. Subject Assignment –Excavation and disposal of Soil & Soft Rock of 1.9 lakh M³

- 1.1 The RFP shall be available on the website of <http://www.vuda.gov.in/> & <http://www.apurban.com/> and submit their bids offline (Physical form) in the form and format as detailed in section 4. The VMRDA will not accept any bid submitted without Bid Security. Details of the services required to be provided by the Selected Applicant and the details of the sites are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).
- 1.2 Proposal submissions must be received no later than the Proposal Due Date specified in the “**Schedule of Tender Process**” in the manner specified in the RFP Document at the address given below clearly mentioning the name of the assignment.

“SELECTION OF AGENCY FOR THE EXCAVATION AND DISPOSAL OF SOIL / SOFT ROCK AT THE PROJECT SITE - I.T CITY, MADHURAWADA IN VISAKHAPATNAM.”

To
The Metropolitan Commissioner,
Visakhapatnam Metropolitan Region Development Authority (VMRDA),
8th Floor, Udyog Bhavan, Siripuram Jn.,
Visakhapatnam-530003, Andhra Pradesh
Phone: 0891-2754133/34

1.3 This RFP has following sections*:

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

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

- 1.4 The Agency for providing its services for the said Assignment will be selected on the basis of the Highest quote (H1) method as described in this RFP. The Financial Proposals (Price Proposals) of only those Applicants, who qualify the eligibility (technical & financial capability) criteria as mentioned in this RFP will be opened and evaluated.
- 1.5 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the Applicant must attest all erasures and alterations made while filling the Proposal. Over writing of figures in the Financial Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
- 1.6 The Client shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. The Client reserves the rights to cancel, terminate, change or modify this procurement /Tender Process and /or requirements of proposal as stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.
- 1.7 The Proposal shall be valid for a period of not less than One hundred and eighty (180) days from the Proposal Due Date (the "PDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Client may request the Applicants to extend the period of validity for a

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

Date: XX-10-2018

For Visakhapatnam Metropolitan Region Development Authority (VMRDA)

Metropolitan Commissioner

2. INSTRUCTIONS TO APPLICANTS

2. INSTRUCTIONS TO APPLICANTS

- 2.1 The Client has adopted a Single-stage Two-Cover process (hereinafter referred to as the “**Selection Process/ Tender Process**”) for selection of an Agency, for award of the Assignment. The Proposal submission is envisaged in two covers - Technical Proposal and Financial Proposal. The Applicants may submit their Proposals in response to this RFP, in accordance with the provisions of this RFP (“**Applicants**”). The Technical Proposals to be submitted by Applicants shall comprise of technical and financial capability documents and other requisite documents/clarifications as per the terms of this RFP. The Financial Proposals of only those Applicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall be opened for selecting the Agency.
- 2.2 Applicants are encouraged to inform themselves fully about the Assignment and the local site conditions before submitting their Proposals.
- 2.3 Broad description of the objectives, scope of services, Deliverables, and other requirements relating to this Project are specified in this RFP. In case an Applicant possesses the requisite experience and capabilities required for undertaking the Project, it is invited to participate in the Selection Process. The applicant shall be a private entity, a company, a partnership firm, an LLP or a body corporate. Consortium and Joint Venture are not allowed. Where it is to be noted that the Applicants cannot submit multiple proposals which may lead to rejection of such proposals. The entity claiming experience under eligibility criteria (as mentioned in the data sheet) should have held, in the company owing the eligible Assignment, a minimum of 26% (twenty six per cent) equity during the entire assignment duration for which eligible experience is being claimed. The experience/qualifications of the parent/subsidiary Company/associate of any of the consortium members will not be relevant.
- 2.4 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexures provided.
- 2.5 No Applicant or its Associate shall submit more than one Proposal for the Assignment.
- 2.6 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.7 The Client reserves the right to terminate an Applicant’s participation in the Tender Process at any time, should the Client consider that an Applicant has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.
- 2.8 Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6, authorizing the signatory of the Proposal to commit and bind the Applicant.
- 2.9 It shall be deemed that by submitting the Proposal, the Applicant has:
 - a. made a complete and careful examination of the RFP;
 - b. received all relevant information requested from the Client;

- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client or relating to any of the matters referred to in the RFP;
- d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest;
- f. Agreed to be bound by the undertaking and all other documents provided by it under and in terms hereof; And
- g. Satisfied itself about the site conditions and its existing topography and made a complete and careful examination of the same.

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

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

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

2.12 QUERIES AND CLARIFICATIONS

The applicants are requested to study this entire tender document in detail. If the applicants have any queries related to the RFP or on the proposed project, they may submit such queries to the Client in writing at least Ten (10) days before the Proposal Due Date as specified in the “**Data Sheet**” through e-mail to the given mail Id:**cevudavsp@yahoo.com**. Clarifications for all such queries received by / before Ten (10) days from the Proposal Due Date only would be provided by the Client at least Four (04) days before the Proposal Due Date and time of this RFP as mentioned in the data sheet. All such queries received and clarifications by the Client shall be uploaded at

<http://www.vuda.gov.in/> & <http://www.apurban.com/> without identifying the names of the applicants.

2.13 AMENDMENT TO RFP

- a. At any time prior to the Proposal Due Date for submission of Proposal, the Client may, for any reason, whether at its own initiative or otherwise, modify the RFP Document by issuing Addendum/ Amendment.
- b. In order to provide the Applicants with reasonable time for taking an amendment into account, or for any other reason, VMRDA may, in its sole discretion, extend the PDD.
- c. The above changes & amendments (Addenda / Corrigenda), if any, will be notified on the <http://www.vuda.gov.in/> & <http://www.apurban.com/>. The Applicants are requested to keep themselves informed of the same from time to time and the client does not hold any responsibility for the non-information, delay etc., Client shall not be responsible for any claims/problems arising out of this.

2.14 CONFLICT OF INTEREST

- a. The Client requires that the Agency provides professional, objective, and impartial advice and at all times hold Client's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Client.
- b. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- c. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. a constituent of such Applicant is also a constituent of another Applicant; (or)
 - ii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; (or)
 - iii. such Applicant has the same legal representative for purposes of this Application as any other Applicant; (or)
 - iv. if an Applicant is engaged by the Client to provide goods or works or services and if the Associate/s of such firm is engaged for providing consulting services for the same project and vice versa.

2.15 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- 2.15.1 The Applicant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Client prior to the PDD. No Proposal shall be modified, substituted or withdrawn by the Applicant on or after the PDD.
- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the PDD, unless the same has been expressly sought for by the Client shall be disregarded.

2.16 REJECTION OF PROPOSALS

- 2.16.1 Notwithstanding anything contained in this RFP, the Client reserves the right to reject any Proposals and to annul the Tender Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons. In the event that the Client rejects or annuls all the Proposals , it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder or may take such other steps as it may deem fit in its sole discretion as per applicable laws without being liable for the same in any manner.
- 2.16.2 The Client reserves the right not to proceed with the Tender Process at any time, without notice or liability, and to reject any Proposals without assigning any reasons and without being liable for the same in any manner.

3. DATA SHEET

3. DATA SHEET

| S.No. | Key Information | Details |
|---|-------------------------------------|--|
| RFP Details | | |
| 1. | Assignment | “SELECTION OF AGENCY FOR THE EXCAVATION AND DISPOSAL OF 1.90 Lakh M³ SOIL / SOFT ROCK AT THE PROJECT SITE - I.T CITY, MADHURAWADA IN VISAKHAPATNAM.” |
| 2. | Organization / Client | Visakhapatnam Metropolitan Region Development Authority (VMRDA) |
| 3. | Project Site Details | Enclosed in the TOR |
| 4. | Document Fee | Not Applicable |
| Proposal Conditions and Evaluation | | |
| 5. | Proposal Validity | The Proposal shall be unconditional, firm and irrevocable and shall be valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date (PDD) |
| 6. | Duration of Assignment | Three months (90 days) from the date of execution of Contract |
| 7. | Minimum Eligibility Criteria | <p>The applicant must meet all the following minimum eligibility criteria.</p> <ol style="list-style-type: none"> 1. The applicant should be a registered civil contractor with Government of Andhra Pradesh 2. The applicants assessed bid capacity as per formula (2AN-B) should be greater than Rs. 3.00 Crores. <p>Where,</p> <p>A= Maximum Value of Civil Engineering works executed in any one financial year during the last ten financial years (updated to 2018-19 price level) taking into account the completed as well as works in progress.</p> <p>N= Number of years prescribed for completion of the works for which tenders are invited.</p> <p>B= Value of existing commitments and ongoing works to be completed during the period of completion of the project for which tenders are invited.</p> |

| S.No. | Key Information | Details |
|-------|--|---|
| | | <p>3. The applicant as a prime contractor should have satisfactorily Completed Similar nature of Works such as Earth Work excavation, Site leveling works, formation of embankment and gravel bases in road works of value not less than Rs. 6.00 Crores in any one financial year during the last ten financial years ending with 2017-18. The value will be updated by giving 10% simple weightage per year to bring them to 2018-19 price level.</p> <p>4. Min Equipment Requirement:</p> <ul style="list-style-type: none"> i. Excavators (hitachi200 or equivalent) : 3No.s ii. JCB : 1 No.s iii. Tippers (10 -15 M³ capacity : 12 No.s <p>Note: In case the Applicant does not possess any / all of the required equipment as mentioned above, the same may be procured on lease for the entire project duration and the lease agreement for the above shall be submitted as a proof for the same.</p> <p>5. The Applicant should not have been blacklisted / Barred / debarred / Suspended / demoted in any department or by any tender inviting authority / Govt. Agency in India the last ten years.</p> <p>The applicant should furnish experience issued by Engineer-in-Charge of Government Department / undertaking not below the rank of Executive Engineer or equivalent and countersigned by the rank of Superintending Engineer or equivalent.</p> <p>The Applicant should furnish certificate from Chartered Accountant in support of maximum value of civil engineering works executed in a single year.</p> |
| 8. | Proposal Evaluation | <ul style="list-style-type: none"> • Financial Proposal of only those Applicants meeting the minimum eligibility criteria will be considered and undertaken. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further evaluation process. • Financial Evaluation: Price bids of qualified applicants will only be opened. The Financial Bid would be assessed on the basis of the Highest quote – H1 quoted by an Applicant for the Assignment. |
| 9. | Criteria for selection of Agency (Proposal Parameter) | <ul style="list-style-type: none"> • Criteria for selection of Agency would be the Highest quote (H1) towards Royalty in terms of INR/M³ payable to VMRDA as quoted by the applicant for the execution of the assignment upon the eligibility qualification. |

| S.No. | Key Information | Details |
|-----------------------------|--|---|
| Proposal Submissions | | |
| 10. | Outer Envelope | <ul style="list-style-type: none"> • Cover 1 & Cover 2 as detailed in section 4 |
| 11. | Cover 1: Technical Proposal for Eligibility Qualification | <ul style="list-style-type: none"> • Signed RFP Document • Checklist of Submissions ~ Annexure 1 • Covering Letter ~ Annexure 2 • Civil Contractor Registration. • Copy of PAN Card along with copy of latest income tax returns • GST Registration. • Similar Experience towards minimum eligibility ~ Annexure 3 • Details of Equipment & ownership details or a lease agreement as required towards minimum eligibility ~ Annexure 4 • Financial Experience towards minimum. Eligibility ~ Annexure 5 • Power of Authority ~ Annexure 6 • Bid Security – DD / BG (Annexure 7 in case of BG) |
| 12. | Cover 2: Financial Proposal | <p>The Applicants shall be required to submit their Financial Proposal in the format (Annexure A) as provided in the RFP duly filled and signed.</p> |
| 13. | Bid Security | <p>INR Three Lakhs in the form of DD or BG valid for a period of 180 days. The DD / BG shall be drawn in favor of VMRDA from any Nationalized or Scheduled Bank payable at Visakhapatnam.</p> <p>The format for BG is given as Annexure 7.</p> |
| 14. | Fixed Bid Parameters | <ol style="list-style-type: none"> 1) The Selected bidder shall pay the Seigniorage charges as applicable to the Department of Mines & Geology, Government of Andhra Pradesh. Any additional taxes / fees as per the Government rules and regulations have to be borne by the bidder. 2) The Selected Bidder shall leave not less than 30,000M³ morrum/ gravel stacks at the site only as desired by VMRDA. The rest of the excavated material can be used by the selected bidder at his own choice (Outside the site boundaries) subject to the condition that the same shall NOT be disposed at the any of the un-authorized locations. The Bidder shall coordinate with the local Government authorities for safe disposal of excavated soil /rock. 3) The assignment shall be completed within three months (90 days) from the date of execution of contract. |

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4.1 GENERAL

- a. The Applicant shall bear all costs associated with the preparation and submission of its Proposal, including site visits, field investigations, data collection, analysis, etc., as also any discussions/negotiations. The Client shall not be responsible or liable for any such costs incurred.
- b. An Applicant should be a registered civil contractor with Government of AP.
- c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- d. All communication and information shall be provided in writing and in English language only.
- e. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

4.2 PREPARATION AND SUBMISSION OF PROPOSALS

- a. The Proposals shall be prepared in two covers to the address as mentioned hereunder.

The Proposal shall be sealed, labelled as: (Outer Cover)

“SELECTION OF AGENCY FOR THE EXCAVATION AND DISPOSAL OF SOIL / SOFT ROCK AT THE PROJECT SITE - I.T CITY, MADHURAWADA IN VISAKHAPATNAM.”

Outer Cover:

- a) Cover I : Technical Proposal
- b) Cover II : Price Proposal/ Financial Proposal

Address:

To
The Metropolitan Commissioner,
Visakhapatnam Metropolitan Region Development Authority (VMRDA),
8th Floor, Udyog Bhavan, Siripuram Jn.,
Visakhapatnam-530003, Andhra Pradesh
Phone: 0891-2754133/34

4.3 SUBMISSIONS IN PART I (TECHNICAL PROPOSAL)

The Part I shall contain the following documents.

- a. Signed RFP Document
- b. Checklist of Submissions as per **Annexure 1**

- c. Covering Letter as per **Annexure 2**
- d. Civil Contractor Registration.
- e. Copy of PAN Card along with copy of latest income tax returns
- f. GST Registration.
- g. **Similar Experience of the applicant towards minimum eligibility:** Details of experience of the Applicant as stipulated in data sheet in the format enclosed as **Annexure 3.**
- h. **Equipment:** Details of Equipment & ownership details and undertaking for the same or a lease agreement as required towards minimum eligibility ~ Annexure 4.
- i. Turnover/ Financial Eligibility as per **Annexure 5.**
- j. Power of Authority as per **Annexure 6**
- k. Self-Undertaking of the applicant stating that the same has not been blacklisted / Barred / debarred / Suspended / demoted in any department or by any tender inviting authority / Govt. Agency in India the last ten years.
- l. Bid Security – DD / BG (Annexure 7 in case of BG)

Cover I (Technical Proposal) shall be sealed, labelled as:

TECHNICAL PROPOSAL TOWARDS ELIGIBILITY QUALIFICATION FOR “SELECTION OF AGENCY FOR THE EXCAVATION AND DISPOSAL OF SOIL / SOFT ROCK AT THE PROJECT SITE - I.T CITY, MADHURAWADA IN VISAKHAPATNAM.”

4.4 SUBMISSIONS IN PART II (FINANCIAL PROPOSAL)

The Financial Proposal shall contain the Applicant’s offer (price quote) towards Royalty to the Client for awarding the assignment in terms of INR / M³ for whole of the contract period of Three (03) months from the date of execution of contract excluding applicable taxes. The Financial Proposal shall be submitted in the format enclosed as **Annexure A.**

Cover II (Financial Proposal) shall be sealed, labelled as:

FINANCIAL PROPOSAL FOR “SELECTION OF AGENCY FOR THE EXCAVATION AND DISPOSAL OF SOIL / SOFT ROCK AT THE PROJECT SITE - I.T CITY, MADHURAWADA IN VISAKHAPATNAM.”

4.5 SIGNING OF PROPOSALS

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

4.6 OPENING OF PROPOSALS

- a. Proposals received on or before the Proposal Due Date (PDD) and time will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.

- b. Those Applicants which have submitted the proposals will be duly intimated the date, time and venue for opening the proposals received as above. Authorized representatives of the participating applicants are requested to be present during the proposal opening.
- c. The details of the authorized representatives (who choose to attend) present will be recorded.
- d. Name of the Applicants that have submitted the Proposals will be read aloud in the presence of firm's representatives and will be recorded.

4.7 OPENING AND EVALUATION OF COVER I (TECHNICAL PROPOSAL)

- a. Cover I will be opened and Annexure 1-7 and other supporting documents will be evaluated for Minimum Eligibility Criteria as per the Data Sheet stipulated in this RFP.
- b. Only those proposals meeting the Minimum Eligibility Criteria, will be considered for further evaluation.
- c. Applicants not meeting the minimum eligibility criteria will be deemed to be disqualified and will not be considered for further evaluation. No correspondence or representation will be entertained in this regard and the Client's decision will be final in this regard.
- d. The eligible Proposals will be checked for all the mandatory documents and submissions and their supporting documents if any and are duly signed as per the list provided above and in the prescribed formats. The client shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.
- e. The qualified bidders shall be informed the due date of opening of the financial proposals.

4.8 OPENING AND EVALUATION OF COVER II (FINANCIAL PROPOSAL)

- a. The Cover II (Financial Proposal) of those Applicants who have qualified the Minimum Eligibility Criteria i.e., technical proposal (Cover I) will only be opened.
- b. The Financial proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Price Proposal (Annexure – A), then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected and such Applicant will be eliminated from further evaluation process.
- c. **Requirements for Substantial Compliance:** Prior to the detailed evaluation of the Price Proposal, it would be determined whether each Price Proposal:

- i. Has been properly signed and contains the required representations or commitments;
 - ii. Is presented in a manner that conforms with the requirements of the RFP including the specified format;
- d. **Material Deviation:** A material deviation or reservation is one
 - i. Which affects in any substantial way the requirements of the RFP and performance of the Project; or
 - ii. Which is substantially inconsistent with the requirements of the RFP.
 - iii. Whose rectification would affect unfairly the competitive provision of other competing applicants presenting substantially responsive proposals.
- e. **Evaluation:** The financial proposal that has the Highest quote (H1) in terms of INR / M³ among all the financial proposals will be selected as the successful bidder/ Applicant.
 - a. The Financial Proposal would be assessed on the basis of the H1 quoted by an applicant for the assignment towards Royalty to be paid to the Client.
 - b. Generally, the highest applicant shall be the “**Successful Bidder**” and shall be communicated by way of LoA asking to submit the Performance security (Not later than 45 days from the issue of LoA) & any other conditions precedent as required and proceed for the execution of agreement. The remaining applicants shall be kept in reserve and may be invited for negotiations in case such highest applicant withdraws or is not selected for any reason.
 - c. In the event that the highest applicant withdraws or is not selected for any reason in the first instance, the Client may invite the second highest applicant for negotiation. If the second highest applicant is also withdraws or is not selected for any reason, then the next highest applicant shall be invited for the negotiations and so on.
 - d. In the event that the Client rejects or annuls all the Bids, it may, in its discretion, invite all eligible applicants to submit fresh proposals hereunder

4.9 CRITERIA FOR SELECTION OF AGENCY

The sole criterion for selection of the Agency would be the Highest quote (H1) towards Royalty in terms of INR / M³ as quoted by the applicant for the execution of the assignment upon the technical qualification. In the event of more than one applicant quotes the same Highest proposal, the Client may call those applicants (limited to only such applicants) for negotiation/ resubmission of the financial proposal. In such a case, applicant that offers the highest financial proposal / price quote will be the Successful Bidder.

4.10 CONDITION ON APPLICANTS / BIDDERS

Bidding shall be open to Single entity applicants (which include companies, partnerships, LLPs and proprietary concerns), duly registered in India under the Companies Act, 1956.

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

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

The Bid securities of all the bidders shall be returned after the successful bidder enters into the contract with the client.

4.11 NUMBER OF COPIES OF PROPOSAL

The Applicant shall submit one original and one copy of the Cover - I separately, clearly marking each "Technical Proposal – Original" and "Technical Proposal – Copy", as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.

An applicant shall submit only one original of the Financial Proposal, clearly marking the same as "Financial Proposal" in Cover - II.

4.12 ANNULMENT OF AWARD

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

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

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

5. TERMS OF REFERENCE

5. TERMS OF REFERENCE

5.1 INTRODUCTION

During the CII Investor summit held between 24th to 26th February, overwhelming interest was shown by the major information Technology players to set up business in Visakhapatnam and the Hon'ble Minister for Information & Technology, GoAP has envisaged to develop Visakhapatnam as a hub for IT &ITeS and desired than Visakhapatnam Urban Development Authority (VUDA) now VMRDA to play a prominent role to make Visakhapatnam the IT hub of Andhra Pradesh.

In this background, Erstwhile VUDA now VMRDA has proposed SPV formation for development of IT City in an extent of AC.22.19 cts with supporting commercial, social, residential and recreational Infrastructure with a total built-up area of 3.00mn sft compatible to "Plug & Play" facilities. The Vice-Chairman, VUDA vide letter Rc.No.02A/2017-18/CE/EE-X/VUDA dated 21.03.2018 addressed to The Principal Secretary, Municipal Administration & Urban Development Department, GoAP has requested for issuance of Government Order for 1) incorporation of Special Purpose Vehicle (SPV) as limited Liability company under the companies act, 2013 in the name and style of "Visakhapatnam Urban Development Corporation Limited" or such name approved by ROC and 2) to engage Andhra Pradesh Urban Infrastructure asset Management Company limited (APUIAML) as an end to end service provider for all the upcoming projects to be taken up by SPV proposed to be promoted by erstwhile VUDA now VMRDA.

In this background, APUIAML, as Assets manager and end to end service provider to the project basing on the market feedback, APUIAML &VMRDA agreed for infrastructure development at the proposed site is necessary to create confidence to the IT Industry / developer and spur interest. Accordingly, it was decided that VMRDA shall take up site cutting (excavation) and filling for the formation of road networks.

The details of the projects & locations are as below:

- Proposed IT city Project site - Ac. 22.19 cts in Madhurawada, Visakhapatnam.
- Subject Assignment – Excavation and disposal of Soil & Soft Rock of 1.9 lakh M³

5.2 SCOPE OF WORK

The detailed scope of the work required to be undertaken under this Contract is as below:

1. The work should be carried out in Ac.22.19 Cts of land in S.No. 394, 395/P, 396/P and 397/P of Madhurawada.
2. The contractor is required to remove around 1,90,000 M³ earth/soft rock for formation of the roads as per the packages indicated in lay out drawings along with levels as desired by VMRDA / PMC within in the stipulated time as given in the tender.
3. The contractor is required to stack not less than 30,000 M³ of Morrum/gravel at a designated place within the project site as marked in the drawing and as directed by VMRDA. The rest of the

excavated material can be used by the selected bidder at his own choice (Outside the site boundaries) subject to the condition that the same shall NOT be disposed at the any of the unauthorized locations. The Bidder shall coordinate with the local Government authorities for safe disposal of excavated soil /rock.

4. The contractor is required to Cart out of project boundaries around 1,50,000 M³ of earth (soil/ rock) and required to pay seigniorage charges to Mines department GoAP as per the GO.Ms.100 dated 31.10.2015 department of INDUSTRIES AND COMMERCE (M.I) DEPARTMENT or any other GO which is in force at the time of execution of the contract. Any additional taxes / fees as per the Government rules and regulations have to be borne by the bidder.

5.3 DELIVERABLES, TIME LINES

The Contracting Agency will follow following deliverable schedule and complete the task as per scope of work and will be elaborated at the time of agreement.

| S.No | Milestone/ Deliverable | Quantity of road formation (Mts) | Approximate Qty (M ³) | Time Lines |
|------|---------------------------|---|---|-------------------------------------|
| 1 | Package -1 | Road no 6 (72mtr), green space & Road no 2 (112mts) | 63,000 | 30 days from issue of work order |
| 2 | Package-2 | Road 1 (407 mts) & 3 (201mts) | 61,000 | 60 days from issue of work order |
| 3 | Package-3 | Balance of road no2 (217), Raod no 4 (111 mts), Road no5 (72 mts) Road no 7 (124) | 70,000 | 90 days from issue of work order |
| | Total | | 1,94,000 | 90 days |

*The Assignment shall be deemed to be completed only upon the acceptance by VMRDA for all the Deliverables as listed above.

* The agency should strictly adhere to the above time lines and priority of works any deviation will be viewed seriously and will lead to termination of work without notice.

5.4 PERFORMANCE SECURITY

The Applicant, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged and accepted that the Applicant shall submit a BG towards performance security for INR Ten Lakhs before entering / signing of agreement with VMRDA. The Performance Security shall be forfeited as

Damages without prejudice to any other right or remedy that may be available to the Client under the tender Documents or otherwise, under the following conditions:

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

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

6. FORMATS FOR SUBMISSION OF PROPOSAL

(Annexures)

*Format for***CHECKLIST OF SUBMISSIONS IN ENVELOPES I & II**

| SNo. | Enclosures to the Proposal | Status (Submitted / Not Submitted) | Remarks |
|-------------|--|---|----------------|
| 1. | Signed RFP Document | | |
| 2. | Financial Proposal (Annexure A) | | |
| 3. | Covering Letter (Annexure 2) | | |
| 4. | Experience Details (Annexure 3) | | |
| 5. | Team Composition (Annexure 4) | | |
| 6. | Financial Eligibility (Annexure 5) | | |
| 7. | Power of Authority (Annexure 6) | | |
| 8. | Self-Undertaking as per 4.3 (h) | | |
| 9. | In case of applicant is submitting Bid Security in the form of BG (Annexure 7) | | |

Format for

COVERING LETTER (LETTER OF PROPOSAL)

(On Applicant's Letter Head)

To,
The Metropolitan Commissioner,
Visakhapatnam Metropolitan Region Development Authority (VMRDA),
8th Floor, Udyog Bhavan, Siripuram Jn.,
Visakhapatnam-530003, Andhra Pradesh

Date:

Sub: “SELECTION OF AGENCY FOR THE EXCAVATION AND DISPOSAL OF SOIL / SOFT ROCK AT THE PROJECT SITE - I.T CITY, MADHURAWADA IN VISAKHAPATNAM.”

”

With reference to your RFP Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Agency for Excavation and Disposal of Soil / Soft Rock at the Project Site - I.T City, Madhurawada in Visakhapatnam(the "Agency") for the subject assignment. The proposal is unconditional and unqualified.

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

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

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

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

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

7. I/We declare that:

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

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

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

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

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

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

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

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

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

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

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

15. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by VMRDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Format for

APPLICANT'S EXPERIENCE

Project 1

| S# | Name of Project | Client Details | Project Details | Project Location | Project implemented in last 05 years (Yes/No) | Project Cost (Rs. Mn) | Document Enclosed as Proof of Experience* |
|----|-----------------|----------------|-----------------|------------------|---|-----------------------|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

Project 2

| S# | Name of Project | Client Details | Project Details | Project Location | Project implemented in last 05 years (Yes/No) | Project Cost (Rs. Mn) | Document Enclosed as Proof of Experience* |
|----|-----------------|----------------|-----------------|------------------|---|-----------------------|---|
| 1 | | | | | | | |
| 2 | | | | | | | |

(**Tables to be added by the bidder if required)

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

Undertaking for the Required Equipment under Minimum Eligibility

1 Name of Applicant:

2 No. of Years of Similar Experience:

Details of Equipment

| S# | Equipment | Registration Details | Ownership Details | Remarks (Own / Lease) Submit the lease agreement in case of equipment is procured through lease |
|----|-----------|----------------------|-------------------|--|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Certification:

I / We hereby undertake that I / We are willing to work on the assignment and the above mentioned equipment will be available for entire duration of the assignment as required.

(Signature of the Authorised Signatory)

Place-----

Format for

FINANCIAL SUMMARY DATA
TURNOVER RELATED DATA (All figures in INR Crores)

| Description | Yr 01 | Yr 02 | Yr 03 |
|------------------------------|--------------|--------------|--------------|
| Revenue | | | |
| (add) Other Revenue | | | |
| <i>Total Turnover</i> | | | |

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

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports
2. The annual Turnover data should be certified by a practising Chartered Accountant.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY _____

DATE _____

COMPANY SEAL

Format for

POWER OF AUTHORITY TO BID SIGNATORY

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

Know all men by these presents, We, _____, a company / firm registered under _____ and having its Registered Office at _____ do hereby constitute, nominate, appoint and authorize _____ and presently residing at _____ as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for _____ including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conference and providing information/ responses to the VMRDA, representing us in all matters before the VMRDA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the VMRDA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the VMRDA.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2017

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name destination and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a Non- Judicial stamp paper of Rs 100/-(one hundred) and duly notarized

by a notary public.

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

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

Format for

Bank Guarantee towards Bid Security

B.G.No.

Date:

1. In consideration of you, **Vijayawada Metropolitan Region Development Authority (VMRDA)**, having its Registered Office at 8th Floor, Udyog Bhavan, Siripuram Jn., Visakhapatnam-530003, Andhra Pradesh (Hereinafter referred to as “**Client**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], a company registered under the Companies Act, 2013 and having its registered office at [registered address of company], (hereinafter referred to as the "**Applicant**" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for selection of Agency for the subject assignment. The **SELECTION OF AGENCY FOR THE EXCAVATION AND DISPOSAL OF SOIL / SOFT ROCK AT THE PROJECT SITE - I.T CITY, MADHURAWADA IN VISAKHAPATNAM**(hereinafter referred to as the "Assignment") pursuant to the RFP document dated issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as "RFP documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Applicant, do hereby in terms of the relevant clause of the document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP document by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Client an amount of Rs. [e] (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP document.

2. Any such written demand made by the Client stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Client that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Client and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Client is disputed by the Applicant or not, merely on the first demand from the Client stating that the amount claimed is due to the Client by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Applicant to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable

by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Client and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of LoA to the Selected Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Applicant or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

9. It shall not be necessary for the Client to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by Bank

By the hand of Mr./Ms....., its and authorised official. (Signature of the Authorised Signatory) (Official Seal)

Notes:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. 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. I
3. If the company is registered under any other act of the Native Country of the Applicant, the word Companies Act 1956 may be replaced by that Act.

The Bid Proposal, however, should be accompanied by a certified copy of certificate of incorporation under the concerned act

Format for

FINANCIAL PROPOSAL

[On the Letter head of the Firm]

Date:

The Metropolitan Commissioner,
Visakhapatnam Metropolitan Region Development Authority (VMRDA),
8th Floor, Udyog Bhavan, Siripuram Jn.,
Visakhapatnam-530003, Andhra Pradesh

Sub: FINANCIAL PROPOSAL FOR “SELECTION OF AGENCY FOR THE EXCAVATION AND DISPOSAL OF SOIL / SOFT ROCK AT THE PROJECT SITE - I.T CITY, MADHURAWADA IN VISAKHAPATNAM.”

Sir:

As a part of the Proposal for execution of the subject assignment, we hereby submit the following proposal to the VMRDA.

We quote our proposal in terms of INR for paying the below mentioned as Royalty to VMRDA if we are selected as the Successful Bidder / Agency for the execution of the assignment.

In figures: INR _____ / M³

In words: INR _____ / M³

The above quoted rate is exclusive of Seignorage charges payable to Department of Mines and Geology and all applicable taxes.

The Royalty for the execution of subject assignment will be paid to the Client in equal installments for the entire contract / assignment period.

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

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

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

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

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

Indicative details of the project site



