REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF ARCHITECTURAL CONSULTANT

for

Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State

(Study of the existing amenities in the Bus Stations, suggest modifications for their Upgradation along with improved aesthetics and preparation of Architectural working plans, 3D views , Detailed Specifications, quantity & rate analysis for the proposed modifications and to furnish Completion Report after completion of the works by the Department)

Mode of Selection	: Cost based Selection among Prequalified bidders

September '2020

Tender Inviting Authority
CHIEF CIVIL ENGINEER
APSRTC
1st Floor, RTC House,
PNBS, Vijayawada- 520013

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

NIT. No.7/CCE/AP/2020-21 dt.27.08.2020

e'-TENDER NOTICE

Andhra Pradesh State Road Transport Corporation (APSRTC) invites proposals from interested registered Architects / Architectural firms for providing Consultancy services for upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State.

It is proposed to select the Architectural Consultancy through on line bidding in accordance with the procedure set out herein.

The name of the Assignment is "Providing Architectural Consultancy for upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State". The details of the proposals are available in the Request for Proposal (RFP) document.

Competitive Bids are invited from the eligible bidders on "e-Tender process" through online. The above work will be awarded to L1 bidder.

The Corporation expects the Bidders to read Terms and Conditions of the RFP Document carefully and then should only submit the proposal if considers eligible and on possession of all the required Documents.

Interested bidders who wish to participate shall submit their response through document submission process on e-Procurement platform at www.apeprocurement.gov.in by following the procedure given in the RFP Document. The RFP Document has also been uploaded on APSRTC website www.apsrtc.ap.gov.in and can be downloaded for guidance.

Issue and Receipt of Bids:

- Bids are invited from registered Architects/Architectural firms who are having requisite Technical Qualifications, Financial net worth, experience and other details as mentioned in the RFP.
- The Bidders would be required to register on e-procurement market place at *www.apeprocurement.gov.in* (or) *https://tender.apeprocurement.gov.in* and upload the details online.
- The Tender Notice, RFP Documents can be downloaded from APTS web site *www.eprocurement.gov.in* or *https://tender.apeprocurement.gov.in* from 03.09.2020 at 5.00 PM onwards.
- Cost of Tender/ RFP Document of Rs.11,800/- (including GST) and the Bid Security amount (EMD) of Rs.50,000/- shall be paid through Demand Drafts separately (2 DDs) from any Nationalized Bank drawn in favour of Executive Engineer (HQ), APSRTC, Vijayawada payable at Vijayawada as mentioned in RFP.

- The original DDs shall be sent in a sealed cover with a covering letter to reach the Chief Civil Engineer, APSRTC, 1st Floor, RTC House, PNBS, Vijayawada **after closing of bid submission date and before opening of the Technical bids**, failing which their Technical Proposal will not be evaluated.

- The Bidders shall invariably upload the scanned copies of Certificates/ Documents in support of their eligibility for the proposal and the Demand Drafts towards Cost of RFP Document and EMD in the e-Procurement system and this will be the primary requirement to consider the proposal as responsive.

- Release of Tender Notice : 28.08.2020

- Release of Request for Proposal (RFP) : 03.09.2020 at 5.00 PM

- Pre-Bid Meeting (Google Meet) : 07.09.2020 at 5.00 PM

- Last date for submission of on line questions by bidders (through mail) : 10.09.2020 upto 3.00 PM

- Date of issue of clarifications (though mail) : on or before 12.09.2020 at 5.00 PM
- Last date for submission of Bids : 14.09.2020 upto 5.00 PM
- 1) Opening of Bids – Prequalification Stage : On or after 11.00 AM of 15.09.2020

- 2) Opening of Bids – Financial Stage : On or after 11.00 AM of 18.09.2020

- APSRTC reserves the right to accept or reject the bids and to cancel the Tender without assigning any reason. APSRTC is not liable for any expenditure incurred by Bidders in their market studies, preparation and submission of Bids.

- For site inspection of the Bus Stations, Bidders are requested to contact the concerned Dy. Executive Engineer (Civil), APSRTC.

- Further any details can be had from the office of Chief Civil Engineer, RTC House, Vijayawada -520013 (Mobile No.9959224686, 9959229965).

- The tender notification can also be viewed at http://www.apsrtc.gov.in and the RFP can be down loaded from this web site for guidance.

CHIEF CIVIL ENGINEER

ANDHRA PRADESH STATE ROAD TRANSPORT CORPORATION

SHORT TENDER NOTICE

NIT NO. 07/CCE/AP/2020-21 Dt. 27.08.2020

Tenders are invited through ONLINE ("www.tender.apeprocurement.gov.in") for

1. Providing Architectural Consultancy for upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State

For full Tender Notice please visit "www.apsrtc.ap.gov.in".

For Online participation please visit "https://tender.apeprocurement.gov.in".

NOTE: Bid Document Down load Start Date & Time : **03.09.2020, 5.00 PM**

Bid Submission Closing Date & Time : **14.09.2020, 5.00 PM**

Further details: Ph. Nos: 9100947814 / 9959229965

(10.00 AM to 5.30 PM**)**

CHIEF CIVIL ENGINEER

OFFICE OF CHIEF CIVIL ENGINEER, APSRTC

Request for Proposal - for Selection of Architectural Consultant for
"Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State"

Time schedule

Release of Tender Notice	28.08.2020
Release of Request for Proposal (RFP)	03.09.2020 at 5.00 PM
Pre-Bid Meeting (Google Meet)	07.09.2020 at 5.00 PM
Last date for submission of on line questions by bidders (through mail)	10.09.2020 upto 3.00 PM
Date of issue of clarifications (though mail)	On or before 12.09.2020 at 5.00 PM
Last date for submission of Bids	14.09.2020 upto 5.00 PM
Opening of Bids – Prequalification Stage	On or after 11.00 AM of 15.09.2020
Opening of Bids – Financial Stage	On or after 11.00 AM of 18.09.2020
RFP Document Cost & Processing Fee	Rs. 11,800 (in words eleven thousands eight hundred only) including GST
Contact person from APSRTC	Mr. P.C. Chari, 91-9959224686 Executive Engineer, O/o. Chief Civil Engineer
Contact Detail	eetechnicalapsrtc@gmail.com Mob.+91-9959224686

No	Item	Description
1	Project Title	Selection of Architectural Consultant for Upgrading and Standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State
2	RFP Issuer	CHIEF CIVIL ENGINEER
3	Department	APSRTC
4	Address for the purpose of Bid Submission and all other communications	Chief Civil Engineer, APSRTC 1st Floor, RTC House, Pandit Nehru Bus Station, Vijayawada – 520 013
5	Correspondence	- Do-
6	Website	www.apsrtc.ap.gov.in
7	Proposal Security (EMD)	Rs.50,000/- (Rupees fifty thousand Only)

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, 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 Applicants 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 Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation 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 support to contain all the information that each Applicant 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 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 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 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.

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

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 Applicant or to appoint the Selected Applicant, 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.

The Applicant 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 be borne by the Applicant 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 Applicant in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

CHECK LIST – CERTIFICATES/DDs TO BE SCANNED AND UPLOADED FOR ONLINE SUBMISSION

S.No	DESCRIPTION	ENCLOSED
1	Form-1 Letter of Proposal	**(YES/ NO)**
2	Form-2 Particulars of the Applicant & Statement of Legal Capacity	(YES/ NO)
3	Form-3 Power of Attorney	(YES/ NO)
4	Form-4 Financial Capicity of the Applicant (Certificate from Statutory Auditior / Chartered Accountant and IT Returns for 3 years are to be enclosed)	(YES/ NO)
5	Form-5 Particulars of Key Personnel	(YES/ NO)
6	Form-6 Proposed Methodology and Work Plan	(YES/ NO)
7	Form-7 Abstract of Experence of the Applicant (Documentary evidence obtained from the client to be enclosed)	(YES/ NO)
8	Form-8 CVs of Key Personnel along with copies of proof	(YES/ NO)
9	Form-9 Deployment of Key Personnel	(YES/ NO)
10	Registration Certificate	(YES/ NO)
11	PAN card.	(YES/ NO)
12	GST Registration	(YES/ NO)
13	Address for correspondence including e-mail ID and Mobile number of the Bidder	(YES/ NO)
14	DD for Rs.50,000/- towards EMD as indicated in the NIT.	**(YES/ NO)**
15	DD for Rs. 11,800/- towards Tender Document cost (Processing Fee)	**(YES/ NO)**

Note: All the documents shall be self attested by the Bidder

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REQUEST FOR PROPOSAL

1. INTRODUCTION

1.1 Background

The Andhra Pradesh State Road Transport Corporation (APSRTC), Vijayawada intends for Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State.

Accordingly, APSRTC (the "Authority") invites transparent competitive bids to select an Architectural Consultant ("the Consultant") for study of the existing amenities in the bus stations, suggest modifications for their upgradation along with improved aesthetics and preparation of architectural working plans, 3D views (for some specified 3 to 5 no. of Bus Stations), detailed specifications, quantity & rate analysis for the proposed modifications and to furnish completion report after completion of the works by the Department.

In pursuance of the above, the Authority has decided to carry out the process for selection of an Architectural Consultant based on Cost based selection. The applicant who has quoted the lowest Consultancy Fee as per the evaluation process detailed in section-3 of RFP will be selected for award of contract.

The selection will be on the Cost Based Selection method.

1.2 Request for Proposal

The Andhra Pradesh State Road Transport Corporation (APSRTC), Vijayawada herein after called the "Authority", invites Technical & Financial Proposals (the "Proposals") as a Request for Proposal for selection of Architectural Consultant ("the Consultant").

The Authority intends to select the Consultant through Cost based selection in accordance with the procedure set out herein.

The Consultant is expected to undertake the assignment in accordance with the Terms of Reference specified at Schedule-1 (the “ToR”).

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by sending queries to the Authority (by email only), on the date and time specified in the “Time Schedule”.

1.4 Release of RFP Document

RFP document can be downloaded from the e-procurement platform from the date and time specified in the Tender Notice. The RFP document will also be made available in the website of APSRTC.

1.5 Proposal Processing Fee (Tender Document Cost)

The Applicant needs to furnish, as part of its Proposal, a fee of Rs.11,800/- (Rupees eleven thousand eight hundred only) including GST in the form of a Demand Draft issued by one of the National / Scheduled Banks in India in favour of the Executive Engineer (HQ), APSRTC,

Vijayawada Payable at Vijayawada towards non-refundable Proposal processing fee (the "Proposal Processing Fee").

The Proposal Processing Fee shall have its validity up to 90 (ninety) days from the Proposal Due Date (the "PDD").

The scanned copy of the Demand Draft shall be uploaded along with the Technical Proposal formats.

The Original Demand Draft shall be sent through Post / in person in a sealed cover with a covering letter to reach to the Chief Civil Engineer, APSRTC, 1st Floor, RTC House, PNBS, Vijayawada **after closing of bid submission date and before opening of the Technical bids**, failing which their Technical Proposal will not be evaluated. The Authority has no responsibility for non receipt of Demand Draft before opening of the Technical bids for whatsoever may be the reason.

1.6 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 (ninety) days from the Proposal Due Date.

1.7 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "Selection Process") in evaluating the proposal comprising Technical and Financial Proposals to be submitted at www.apeprocurement.gov.in. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of qualified applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified in Clause 3.2. The first ranked Applicant (the **"Selected Applicant"**) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.8 Currency

All payments to the Consultant shall be made in INR (Indian Rupees) only in accordance with the provisions of this RFP.

1.9 Communications

All communications shall be sent to the Chief Civil Engineer, APSRTC, 1st Floor, RTC House, Pandit Nehru Bus Station, Vijayawada - 520 013 and should contain the following text, to be marked at the top of the envelope in bold letters:

> "RFP for NIT No: 7/CCE/AP/2020-21 dt.27.08.2020
>
> Selection of Architectural Consultant for Upgrading and standardizing the passenger amenities with improved aesthetics in 21 bus stations across the Andhra Pradesh State"

The Official Website of the Authority is: http://www.apsrtc.gov.in. All details including this RFP document, any Proposal Due Date extensions, clarifications, amendments, addenda, corrigenda, etc., in respect of this notification will be uploaded only to the website of APSRTC.

2. INSTRUCTIONS TO APPLICANTS

2.1 Scope of Proposal

Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Bidding Process. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

Applicants are informed that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

The Applicant shall submit Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form(s) at Appendix-I and the Financial Proposal shall be submitted in the form(s) at Appendix-II.

2.2 Conditions of Technical Eligibility of Applicants

Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

The Conditions of Eligibility considered for evaluating the Technical proposal are:

A) Applicant may be an Individual/ Proprietary firm/ Company/ Consortium having minimum of 5 (five) years of continuous existence preceding the date of PDD as a legal entity in the business of providing Architectural Consultancy Services for construction / renovation / interior designing of buildings.

   In case of an Individual, the Applicant must possess valid Registration with Indian Council of Architecture / Indian Institute of Engineering & Architecture.

   In case of a Proprietary firm/ Company/ Consortium, the firm must possess Registration with Registrar of Companies.

   (Copy of Registration certificate as specified above for an Individual or for a firm should be enclosed).

B) The period of experience of minimum 5 years shall be counted from the date of possessing Registration as specified above. (Applicants to furnish details of completed Projects as per Appendix -1 Form 7).

C) The Applicant has to be provided Architectural Consultancy Services for 1 (one) eligible assignment (as specified below) during the last 5 financial years preceding the date of PDD ie. 2015-16 to 2019-20. The eligible assignment referred here shall be on the name of the Applicant and shall be completed as on that date of PDD. (Applicants to furnish details of completed eligible assignments as per Appendix -1 Form 7).

Eligible Assignment:

(i) at least one Commercial / Office Space/ Public buildings, under Central Government or any of the State Government or Public Sector Undertakings under Central Government or any of the State Governments, of value not less than 10 crores.

(or)

(ii) at least two Commercial / Office Spaces/ Public buildings, under Central Government or any of the State Government or Public Sector Undertakings under Central Government or any of the State Governments, of value not less than 5 crores each.

D) Financial Capacity**:** The Applicant shall have received a minimum of Rs.30 lakhs (Rupees thirty lakhs only) as Consultancy fees during the last 3 (three) financial years i.e. 2017-18, 2018-19 and 2019-20.
(Applicants to furnish details as per Appendix -1 Form 4)

The Applicant shall enclose certificate(s) from its statutory auditors stating its total revenues from Consultancy fees during each of the past three financial years (No separate annual financial statements should be submitted). In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

E) Availability of Key Personnel**:** The Consultancy team proposed for the assignment shall consist of key personnel with desired qualification and experience. It is expected that Consultancy team shall be assisted by other specialists too but they shall not be considered in the evaluation of Technical Bid/ Proposal. The Consultant shall deploy adequate numbers of suitably qualified and experienced junior professional and technical support staff to assist the key professionals to render these services in a time bound manner.

A list of Key Personnel, inclusive of, but not limited to, is given below:

Sl.No	Key Personnel	Qualification	Experience
1	Chief Architect / Team leader	B. Arch and Registration with Indian Council of Architecture / Indian Institute of Engineering & Architecture	Minimum 5 years of experience in providing Architectural Consultancy after date of registration
2	Architects-3 Nos	B. Arch	Minimum 3 years of experience in providing Architectural Consultancy after acquiring qualification

All the Key Personnel must have professional expertise on the part of the Consultant in all areas of Spatial and Physical Master Planning and shall have sound knowledge of bylaws, codes, regulation, building practices etc. and preparation of quantity estimates and rate analysis.
(Applicants to furnish details of eligibility of Key Personnel as per Appendix -1 Form- 5).

The Applicant shall indicate the above resources that are planned for this particular project with original Curriculum-Vitae (CV) duly signed by the Individual and certified by the Applicant along with proof of Qualification and experience. The Consultant shall furnish proper undertaking from key personnel who are involved for this project. (Applicants to furnish CVs of Key Personnel as per Appendix -1 Form- 8). The deployment plan should also be laid out as in Appendix I - Form 9 along with the work plan.

F) Demand Draft drawn in the name of Executive Engineer (HQ), APSRTC, Vijayawada payable at Vijayawada for Rs.11,800/- towards Bid Document cum processing fee which is non-refundable.

G) Demand Draft drawn in the name of Executive Engineer (HQ), APSRTC, Vijayawada payable at Vijayawada for Rs. 50,000/- towards Bid Security fee (which is refundable for unsuccessful bidder).

H) Approach and methodology shall be submitted as per form 6 – Detailed description of each major type of service / work being offered by the architect as part of their scope.

I) The Applicant should submit a Power of Attorney as per the format at Form-3 of Appendix-I, if applicable.

NOTE:

1) Any entity which has been barred by the Central Government/ any State Government/ a statutory authority / a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2) While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

2.3 Conflict of Interest

An Applicant shall not have a conflict of interest that may affect the Selection Process of the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Proposal Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services for the same

Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, if any etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

To obtain first-hand information on the assignment, if need be, the consultant may make site visits of locations, visit to the office of Authority before submitting the proposal. Please note that the expenditure incurred towards cost of preparing the proposal and negotiating the contract, including the site visits, are not reimbursable as a direct cost of the assignment.

2.7 Acknowledgement by Applicant.

It shall be deemed that by submitting the Proposal, the Applicant has:
(a) made a complete and careful examination of the RFP;
(b) received all relevant information requested from the Authority;
(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, 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; and
(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice, the Authority reserves the right to reject any Proposal if:
(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the first ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.9 CONTENTS OF THE RFP

This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11.

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2. Instructions to Applicants
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Form 7: Abstract of Eligible Assignments of Applicant
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Form 9: Deployment of Personnel

Appendix-II: Financial Proposal
Form 1: Financial Proposal

Annexures Annex 1 : Terms of Reference (ToR)
Annex 2 : Deployment of Key Personnel
Annex 3 : Payment Schedule

Drawings
Layout Plans of 21 Bus Stations

2.10 Clarifications

Applicants requiring any clarification on the RFP may post their queries to the mail eetechnicalapsrtc@gmail.com before the date mentioned in the "Time Schedule".

APSRTC post the reply to such queries on the Official Website without identifying the source of queries.

The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and by conveying the same by uploading on the official website of APSRTC. The modified RFP will be posted in the e-procurement platform also.

All such amendments along with the revised/modified RFP containing the amendments shall be made available at the official website and will be binding on the Applicants. The consultants are advised to refer to the website for any addenda / corrigenda on daily basis.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

2.12 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

The Applicant shall provide all the information sought under this RFP. APSRTC would evaluate only those Proposals that are received through www.apeprocurement.gov.in in the specified forms and complete in all respects.

The Applicants shall submit their necessary documents online in e-Procurement web site. The Applicants shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Pre-Qualification and other certificates/documents with clear readability, in the e-Procurement web site.

The Applicants shall also upload the scanned copies of the Demand Drafts for Rs.11,800/- and Rs.50,000/- obtained towards Processing Fee and Proposal Security along with the application. The Applicant should sign on all the statements, documents, certificates uploaded in the e-Procurement website, owning responsibility for their correctness/authenticity.

All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

(a) by the proprietor, in case of a proprietary firm; or
(b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
(c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form- 3) shall accompany the Proposal.

The Original Demand Drafts for Rs.11,800/- and Rs.50,000/- obtained towards processing fee and Proposal Security shall be sent through Post / in person in a sealed cover with a covering letter to reach to the Chief Civil Engineer, APSRTC, 1st Floor, RTC House, PNBS, Vijayawada after closing of bid submission date and before opening of the Technical bids, failing which their Technical Proposal will not be evaluated. The Authority has no responsibility for non receipt of Demand Drafts before opening of the Technical bids for what so ever may be the reason.

Applicants should note the Proposal Due Date, as specified in “Time Schedule”, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

(a) The Proposal Security is provided; The scanned copy of DD is uploaded and the DD is sent to Chief Civil Engineer’s Office before the date of opening of Technical Bids.

(b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;

(c) Power of Attorney, if applicable, is executed as per Applicable Laws; CVs of all Key Personnel have been included;

(d) Key Personnel have been proposed only if they meet the Conditions of Eligibility;

(e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

(f) the CVs have been recently signed and dated by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned /countersigned CVs shall be rejected.

(g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

(h) Key Personnel proposed have good working knowledge of English language;

(i) Key Personnel proposed should be available for the period indicated in the ToR;

(j) No Key Personnel should have attained the age of 65 (Sixty five) years at the time of submitting the proposal;

(k) it contains proposal processing fee as specified in Clause 1.4; and The scanned copy of DD is uploaded and the DD is sent to Chief Civil Engineer's Office before the date of opening of Technical Bids.

(l) the proposal is responsive in terms of Clause 2.21.

Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

The Technical Proposal shall not include any financial information relating to the Financial Proposal.

The proposed team shall be composed of experts (the "Key Personnel") and managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, should also be submitted in the format at Form-8 of Appendix-I.

The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Proposal Security.

2.15 Financial Proposal

Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the cost of the Consultancy (in Form-1 of Appendix-II) for one number of Bus Station only in Indian Rupees, and signed by the Applicant's Authorized Representative.

While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation in case of site visit, travel fare, equipment, preparation of reports, printing of documents or any of its associated expenses 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.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities except GST. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.16 Submission of Proposal

The Applicants shall submit their response through document submission process on e-Procurement platform at www.apeprocurement.gov.in by following the procedure given below within the time prescribed in the “Time Schedule”:
The Applicants would be required to register on the e-procurement platform www.apeprocurement.gov.in or https://tender.apeprocurement.gov.in and submit their proposals online.

The Applicants shall submit their necessary documents online in e-Procurement web site. The Applicants shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Pre-Qualification and other certificates/documents with clear readability, in the e-Procurement web site. The Applicants should sign on all the statements, documents, certificates uploaded in the e-Procurement website, owning responsibility for their correctness/authenticity.

Registration with e-Procurement platform:
For registration and online proposal submission Proposers may contact HELP DESK on www.apeprocurement.gov.in or https://tender.apeprocurement.gov.in

Digital Certificate authentication:
The Applicants shall authenticate the proposal with the agency’s Digital Certificate for submitting the proposal electronically on e-Procurement platform and the proposals not authenticated by digital certificate of the Applicants will not be accepted on the e-Procurement platform.

For obtaining Digital Signature Certificate, the Appliants may contact:
http://www.apts.gov.in/digital.aspx

2.17 Proposal Due Date (PDD)

Proposal should be submitted online on or before the specified time of Proposal Due Date as provided in "Time Schedule" in the manner and form as detailed in this RFP.

The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11.

2.18 Late Proposals

Deleted.

2.19 Modification/ substitution/ withdrawal of Proposals

The Applicant may modify, substitute, or withdraw its Proposal from www.apeprocurement.gov.in prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

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

2.20 Proposal Security (EMD)

The Applicant shall furnish as part of its Proposal, a Proposal security of Rs. 50,000/- (Rupees fifty Thousand only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of Executive Engineer (HQ), APSRTC, Vijayawada payable at Vijayawada. The Proposal Security does not carry any interest.

The scanned copy of the Demand Draft shall be uploaded along with application while submitting the proposal on line. The Original Demand Draft shall be sent through Post / in person in a sealed cover with a covering letter to reach to the Chief Civil Engineer, APSRTC, 1st Floor, RTC House, PNBS, Vijayawada **after closing of bid submission date and before opening of the Technical bids**, failing which their Technical Proposal will not be evaluated. The Authority has no responsibility for non receipt of Demand Draft before opening of the Technical bids for what so ever may be the reason.

Any Proposal not accompanied by the Proposal Security shall be rejected by the Authority as non- responsive.

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Proposal Security shall be forfeited and appropriated by the Authority pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant engages in any of the Prohibited Practices as per Section 4 of this RFP; or

(b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time; or

(c) In the case of the Selected Applicant, fails to reconfirm its commitments during negotiations and submission of signed duplicate copy of the LoA as required vide Clauses 2.24 & 2.6 respectively; or

(d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.27 and 2.28 respectively; or

(e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Evaluation of Proposals

The Authority shall evaluate the Proposals at the time specified in the “Time Schedule” given in the RFP. The "Technical Proposal" shall be evaluated first. Then the "Financial Proposal" of the applicants who were qualified in the "Technical Proposal" shall only be evaluated.

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) the Technical Proposal is received in the form specified at Appendix-I;
(b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
(c) it is accompanied by the Proposal Security as specified in Clause 2.20.
(d) it is accompanied by the Power of Attorney if applicable;
(e) it contains proposal processing fee as specified in Clause 1.4.1;
(f) it contains all the information (complete in all respects) as requested in the RFP;
(g) it does not contain any condition or qualification; and
(h) it is not non-responsive in terms hereof.

The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.7 and the criteria set out in Section 3 of this RFP.

After the Technical evaluation, APSRTC shall prepare a list of prequalified Applicants in terms of Clause 3.1 for opening of their Financial Proposals. The opening of Financial Proposals shall be done on the date and time specified. APSRTC will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2 & 3.3.

Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

2.23 Clarifications

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time and manner specified by the Authority for this purpose.

If an Applicant does not provide clarifications sought under Clause 2.23 above within the specified time and manner, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.24 Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall not only be for reducing the price of the Proposal, but also will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations

2.25 Substitution of Key Personnel

The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The Authority expects all the Key Personnel to be available during implementation of the Agreement.

2.26 Award of Consultancy

After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 3 (three) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof.

In the event the duplicate copy of the LoA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Proposal Security of such Applicant on account of failure of the selected Applicant to acknowledge the LoA, and the next ranking Applicant may be considered.

2.27 Execution of Agreement

After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the Agreement within the prescribed period as mentioned in the LoA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28 Commencement of assignment

The Consultant shall commence the Services immediately on signing of the Agreement as the Project duration commences from the date of signing of Agreement. If the Consultant fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Authority may invite the next highest ranked Applicant for negotiations. In such an event, the Proposal Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.

2.29 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical proposal

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's Registration, experience, Financial Capacity, and the eligibility of Key Personnel. Only those Applicants whose Technical Proposals meets the required eligible criteria set forth at Clause 2.2 of this RFP shall be shortlisted for opening of Financial Proposal.

3.2 Evaluation of Financial Proposal

In the second stage, the financial proposal will be evaluated based on the Consultancy fee quoted by the qualified applicants in the Technical Proposal.

Financial Proposal of only those firms who are technically qualified shall be opened on the date & time specified in the “Time Schedule’. The qualified applicant with lowest Professional Fee in Form-1 of Appendix -II (Financial Proposals) will be considered as L1 bidder.

3.3 Selection of Consultant

A Committee appointed for this purpose will determine whether the Financial Proposals are complete, unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the ToR within the total quoted price shall be that of the Consultant. The Committee with its discretion may call the L1 bidder for negotiations if necessary. The Committee will scrutinize the total selection process and finalise the L1 bidder.

The second ranked Applicant shall be kept in reserve. The Proposal Security (EMD) of all other applicants will be refunded after finalization of Financial Proposal. The Proposal Security of 2nd ranked applicant will be refunded after commencement of the services by the L1 bidder, but not later than 90 days from PDD.

The second ranked Applicant shall be invited for negotiations in case the first ranked Applicant withdraws, or disqualified by the Committee during its scrutiny or fails to comply with the requirements specified in Clauses 2.24, 2.27 and 2.28, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Security.

Without prejudice to the rights of the Authority under Clause 4 hereinabove and the rights and remedies which the Authority may have under the LoA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) "corrupt practice" means 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 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) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(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

(b) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts of Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
(b) consult with any Applicant in order to receive clarification or further information;
(c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
(d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE- 1 : Terms of Reference (TOR)

1. GENERAL

The Andhra Pradesh State Road Transport Corporation (APSRTC), Vijayawada intends for Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State.

As a prerequisite to this activity, it is required to visit the 21 Bus Station sites, conduct visual site inspection, study the present status of the identified amenities, suggest modifications and submit Final Project report along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) and also Completion Report for the works completed by the Department.

The suggested modifications shall be of uniform pattern duly standardizing the materials and sizes etc. and should also improve aesthetics of the Bus Stations.

2. OBJECTIVE

Objective of the assignment is to engage a suitable Architectural Consultancy to study and suggest suitable modifications for standardizing the existing passenger amenities along with improved aesthetics in the 21 identified Bus Stations duly optimizing the financial resources and by adopting latest trends and materials.

3. SCOPE OF SERVICES

1. To identify clients requirements in upgrading and standardizing the passenger amenities and conduct visual site inspection as per the program given by the client for studying their present status and draw digital photographs.

2. To prepare preliminary draft line sketches within the area of limitations and as suitable to the client's requirement. Present the draft report showing the status of existing amenities and suggested modifications for obtaining further instructions from the client. The Preliminary report shall be enclosed with digital photographs of amenities as existing on that date.

3. To provide final Project Report along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) and detailed specifications, quantity analysis, rate analysis of the proposed modifications in consultation with the client for final approval.

4. The consultant shall suggest and assist the client in execution of the proposed works for any clarifications.

5. To inspect the site and furnish Completion Report along with digital photographs for the works completed by the client/ Authority.

The category of passenger amenities proposed for upgradation with improved aesthetics under the above Project is as given below.

1. Improvement / expansion of regular Toilets
2. Improvement of existing Drinking Water/RO water facility
3. Providing Signage Boards
4. Providing Uniform Name Boards for Shops
5. Providing Wi-Fi
6. Up gradation of fans, lights & Seating Arrangements
7. Improvement of existing / construction of new Baby Feeding Room
8. Improvement of flooring at damaged locations
9. Re Painting.
10. Providing Digital display of Passenger Information System
11. Streamlining the Advertisement Spaces for better Aesthetics
12. Land scaping
13. Providing amenities exclusively for PwD passengers (toilets, ramps, railing etc.)

The Bus Stations identified for upgradation of above amenities under the Project are

Sl.No.	District	Bus Station
1	Srikakulam	Srikakulam
2	Vizianagaram	Vizianagaram
3	Visakhapatnam	Dwaraka Bus Station Complex, Visakhapatnam
4	East Godavari	Rajahmundry
5	East Godavari	Kakinada
6	West Godavari	Eluru
7	Krishna	Pandit Nehru Bus Station, Vijayawada
8	Krishna	City Bus Terminal, Vijayawada
9	Krishna	Machilipatnam
10	Guntur	NTR Bus Station, Guntur
11	Prakasam	Ongole
12	Prakasam	Addanki
13	Nellore	Nellore Main Bus Station
14	Nellore	PSR Bus Station, Nellore
15	Chittoor	Central Bus Station, Tirupathi
16	Chittoor	Chittoor
17	Chittoor	Madanapalli
18	Chittoor	Pileru
19	Kadapa	Kadapa
20	Kurnool	Kurnool
21	Ananthapuramu	Ananthapuramu

The Bus Stations proposed for upgradation of amenities as listed above may change depending on the Authority's requirement. The Consultant has to provide the services for any of the Bus Station across the State under this Project. The work shall be carried out in phased manner and as per the order of priority finalized by the Authority.

Also the number of Bus Stations may reduce or increase depending on the Authority's requirement. The Consultant has to provide the services in the event of increase or decrease of the number of Bus Stations and also change of Bus Stations at the quoted Consultancy fee per

one number of Bus Station without claiming any extra cost. However in case of increase of number of Bus Stations, suitable Time extension will be granted.

All the designs should be planned as per relevant Indian Standards, National Building Code, local bylaws, any other regulations and accepted in Industry practices.

Scope not exhaustive

The scope of services specified in the Section- 3 of this ToR are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for the project.

4. DELIVERABLES AND PAYMENT SCHEDULE

4.1 Deliverables and Payment Schedule

The Consultant has to execute the services as per Clause- 3 ("Scope of Service") of this RFP in toto for each Bus Station and should furnish the specified reports, drawings for claiming payments at each stage.

The Consultant shall be paid in the following stages consistent with the work done and as agreed upon for each Bus Station. Payments made at intermittent stages to the Consultant shall be adjusted against the final amount payable.

Stage	Fee payable	Deliverables
Stage-I	30% of fee	After visual site inspection of Bus Station and presenting the preliminary report and draft line sketches of the proposed modifications to CCE duly showing the existing amenities by using digital photographs
Stage-II	60% of fee	After submitting final report to CCE along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations), detailed specifications, quantity analysis, rate analysis of the proposed modifications and other details as per RFP document
Stage-III	10% of fee	After inspection of the total completed works in the Bus Stations and furnishing the Completion Report along with digital photographs and certification of Dy.EE concerned

4.2 Procedure for claiming Payment by the Consultant

The Consultant shall raise the Invoice Bill in triplicate for the work completed by him and submit to Chief Civil Engineer's Office. The Bills claimed for Stage-I and Stage-III shall be accompanied with the Certification of concerned Dy. Executive Engineer. On scrutiny of the Bills, payment will be arranged to the Consultant by the Executive Engineer (HQ), Vijayawada office.

4.3 Payments in pre closure of the Agreement

(i) If the Authority proposes to pre closes the Agreement, the payment to the Consultant will be arranged for the stages completed by him as on that date of closure for all Bus Stations.
(ii) If the Consultant pre closes the Agreement or abandon the work midway, no further payments will be made.

5. REPORTING

The Consultant will have to work closely with the Authority. A designated Official of the Authority will coordinate and project development. Regular communication with the designated official and the Authority is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails and occasional meetings.

6. DATA TO BE PROVIDED BY THE AUTHORITY

1. The Department will provide the layout plan of the Bus Stations to the successful bidder after entering into Agreement. The Consultant shall ensure the details of the structures as existing during their site inspection and plan the modifications accordingly. If any data required by the Consultant is not available with the Authority, the consultant shall ensure such data is obtained by it through alternate sources or by conducting suitable Study. Lack of data should not be a reason for non-delivery of the Service or base for claim by the Consultant.

2. The Payment of fee will be arranged to the Consultant within 2 weeks of submitting all deliverables specified for that particular stage and raising Invoice Bill.

3. The Deputy Executive Engineer, APSRTC in-charge for the jurisdiction will coordinate with the Consultant or its authorized agent during their visit to the Bus Station.

7. MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Vijayawada at the Authority's office or any pre notified location as per the requirements of the Authority.

8. COMPLETION OF SERVICES

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority (both in hard and editable soft copies) apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy Assignment shall stand completed on acceptance by the Authority upon receipt of all the Deliverables for each Bus Station as detailed below.

Stage-I: a) Preliminary Report
b) Draft line sketches of drawings- 1 set of hard copy
Stage-II: a) Final Report
b) Architectural Working Drawings- 2 sets of hard copies along with editable soft copy
c) 3D views (for some specified 3 to 5 no. of Bus Stations) - 2 sets of hard copies
d) Detailed Specifications, quantity analysis and rate analysis of all suggested Upgradation works

Stage-III: a) Completion Report including PPT
b) The digital Photographs showing the amenities as existing on the date and their status after completion of Upgradation works, all Working Architectural Drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) shall be provided in 2 sets of Hard Disc.

Note:
All the Reports and hard copies of drawings shall be signed by the Consultant with date.

9.CONSULTANCY PERIOD AND CONSTRUCTION PERIOD

9.1 Time Duration for providing Consultancy Services ("Consultancy Period")

The time duration specified for completion of services and submission of Final Consultancy Report along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) and detailed specifications, quantity analysis, rate analysis of the proposed modifications by the Consultant for all 21 bus stations is **2 Months**.

The work shall be taken up in 4 phases at minimum 5 sites in each fortnight as per the order of priority finalized by the Authority and should be completed by 2 months.

However in case of increase of number of Bus Stations, suitable time extension will be granted at no extra cost on the Authority.

9.2 Construction Period and Time Period to furnish Completion Certificate by the Consultant

The time period for construction of the works by the Department duly obtaining necessary approvals and sanctions is 5 months.

The time period to enable the Consultant again to visit the 21 Bus Stations and to furnish Completion Certificate is 1 (one) month.

9.3 Commencement of time schedule for providing Consultancy services

The time schedule for providing services commences from the date of signing of the Agreement.

9.4 Validity of Agreement

This agreement shall be deemed to have come into force on the day, month and the year herein signed by both parties and shall remain valid for 8 months.

The validity of Agreement is the total time of "Consultancy Period" of 2 months, the "Construction Period" of 5 months and the period for issuing Completion Certificate by the Consultant after visiting all the 21 Bus Stations sites and conforming the Completion of works is 1 (one) month.

9.5 Extension of Consultancy Period and Agreement

In case the services could not be completed within the specified duration of "Consultant Period" due to the reasons beyond the control of the Consultant and the Authority or in case of "Force Majeure" conditions, suitable time extension of will be granted for which the Consultant shall have no right to claim for extra costs.

Also, if the construction of the Upgradation works have been extended beyond 5 months, the Authority will extend the Agreement validity to that extent of extended period to enable the Consultant to visit the site and furnish Completion Report, and the Consultant shall have no right to claim for extra costs in lieu of extension of Agreement validity.

10. PROJECT INCHARGE (HEAD)

The Project In-charge (Head) is the Chief Civil Engineer, APSRTC, Vijayawada.

SCHEDULE-2

AGREEMENT

Providing Architectural Consultancy Services for "Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State"

AGREEMENT No.

This AGREEMENT (hereinafter called the "Agreement") is made on the day of _____ between, on the one hand, the Chief Civil Engineer, APSRTC having his office in 1st Floor, RTC House, PNBS Vijayawada – 520013 (hereinafter called the **"Authority"** which expression shall include their respective successors and permitted assignees, unless the context otherwise requires) and, on the other hand_____(hereinafter called the **"Consultant"** which expression shall include their respective successors and permitted assignees).

WHEREAS

The Authority vide its Request for Proposal for appointment of Architectural Consultant who will be responsible for providing the required Consultancy services (hereinafter called the "Consultancy") for "Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State".

The Consultancy broadly includes but not limited to:

A. To identify clients requirements in upgrading and standardizing the passenger amenities and conduct visual site inspection as per the program given by the client for studying their present status and draw digital photographs.

B. To prepare preliminary draft line sketches within the area of limitations and as suitable to the client's requirement. Present the draft report showing the status of existing amenities and suggested modifications for obtaining further instructions from the client. The Preliminary report shall be enclosed with digital photographs of amenities as existing on that date.

C. To provide final Project Report along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) and detailed specifications, quantity analysis, rate analysis of the proposed modifications in consultation with the client for final approval.

D. The consultant shall suggest and assist the client in execution of the proposed works for any clarifications.

E. To inspect the site and furnish Completion Report along with digital photographs for the works completed by the client.

F. 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

G. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award No._____ dated _____ (the **"LoA"**); and

H. 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

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part 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- 3 Nos.;

c. Letter of Award

d. RFP; and the addendum if any.

1.1. 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.

1.2. 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.

1.3. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Vijayawada shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4. **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.

1.5. **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.

1.6 **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 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.

1.7 **Location**

The Services shall be performed at various Bus Station of APSRTC across the Andhra Pradesh State in accordance with the provisions of RFP.

1.8 **Authorised Representatives**

1.8.1 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, as the case may be, taken or executed by the officials specified in this Clause 1.8.

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

Address: Chief Civil Engineer
APSRTC, 1st Floor, RTC House, PNBS,
Vijayawada 520013.
Ph no: 9100952877
email : cceapsrtc@gmail.com

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

Name :

Designation :

Address :

Mobile :

Email :

1.9 **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

2.1. Effective Date of Agreement

This Agreement shall come into force and effect on the date of signing of Agreement (the **"Effective Date"**).

2.2. Commencement of Services

The Consultant shall commence the Services immediately on signing of Agreement, unless otherwise agreed mutually by the Parties.

2.3. Termination of Agreement for failure to commence Services by the Consultant

If the Consultant does not commence the Services as specified in the RFP, the Authority may, by not less than 1 (one) week notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination. In such case, the Performance Security paid by the Consultant will be forfeited and the Authority may at its discretion call the next ranked applicant for negotiations and for further processing

2.4. Expiration 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 expiry of 8 months from the date of signing of Agreement and delivery of the final Deliverable to the Authority.

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 Parties.

2.7. Force Majeure

In case of "Force Majeure" conditions like 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, 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 without extra costs.

2.8. Suspension of Agreement by the Authority

The Authority may, by not less than one week written notice of suspension to the Consultant, suspend the Agreement hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including carrying out of the Services, maintaining time schedules, delivering the required deliverables etc. Upon suspension of the Agreement, no further payments will be released and the Performance Security will be forfeited.

2.9. Pre Closure of Agreement

2.9.1. By the Authority

The Authority may, by not less than one week written notice to the Consultant, pre close the Agreement on the Administrative grounds.

2.9.2. By the Consultant

The Consultant may, by not less than two weeks written notice to the Authority, pre close the Agreement if he wants to do so.

2.9.3 Cessation of rights and obligations

Upon Termination and Pre closure of this Agreement pursuant to Clauses 2.3 or 2.9 respectively hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease.

2.9.4 Payment upon Pre closure of Agreement

Upon Pre closure of this Agreement by the Authority pursuant to Clauses 2.9.1, the Authority shall make the payments due for the services completed by the Consultant as on that date of closure and refund Performance Security.

However, pursuant to Clauses 2.9.2, if the Consultant Pre closures the Agreement, no further payments will be released and the Performance Security will be forfeited.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9

hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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.

3.1.2. Terms of Reference

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 of the Consultant comply with the Applicable Laws.

3.2. Conflict of Interest

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

3.3. Confidentiality

The Consultant and its Personnel either during the term 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, its Sub-Consultants 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 or this Agreement (**"Confidential Information"),** without the prior written consent of the Authority.

3.4 Liability of the Consultant

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

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

The Consultant shall obtain the Authority's prior approval in writing before (i) Appointing such members of the professional personnel as are not listed in Annex–2 (ii) entering into a subcontract for the performance of any part of the Services (iii) any other action that is not specified in this Agreement.

3.6 Reporting obligations

The Consultant shall submit to the Authority the reports and documents as specified at Clause- 8 of ToR to claim for completion of the services and reporting for each Bus Station within the time periods set forth therein.

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

All reports and other documents (collectively referred to as **"Consultancy Documents"**) prepared by the Consultant 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. The Consultant shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

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

The names and other particulars of each of the Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement.

4.3 Approval of Personnel

The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of 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 1 (one) Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The Consultant should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement.

4.5 Team Leader

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, and timely implementation of project and efficient contract management.

4.6 Sub-Consultants

Deleted

5.0 OBLIGATIONS OF THE AUTHORITY

The Authority shall provide assistance in clearances, work permits and such other documents, data as may be necessary to enable the Consultant to perform the Services.

6.0 PAYMENT TO THE CONSULTANT

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 this Clause of the Agreement.

6.1 Agreement Value

The Agreement value is the total Consultancy fee payable for 21 Bus Stations calculated at the approved Price bid offer of L1 bidder for one number of bus station. The payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value") unless the number of Bus Stations are increased by the Client / Authority.

6.2 Currency of Payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

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

(a) The Consultant shall be paid for its services as per the Payment Schedule at Annex- 3 of this Agreement. The Authority shall pay to the Consultant, only the undisputed amount.

(b) The Authority shall cause the payment due to the Consultant to be made within 2 week days after the receipt by the Authority of duly completed bills with necessary particulars.

(c) The final payment at Stage-III under this Clause 6.3 shall be made only after the final Deliverable 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.

(d) 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.

(e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7.0 LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the **"Performance Security"**). The Consultant shall pay the amount by way of Demand Draft in favour of "Executive Engineer (HQ), APSRTC, Vijayawada" payable at Vijayawada after adjusting the Proposal Security (EMD) amount of Rs.50,000/- at the time of signing of Agreement.

The Performance Security of the Consultant will be refunded along with final bill after successful completion of the services to the satisfaction of the Authority and delivery of the total deliverables except in cases of breach of Agreement by the Consultant.

7.2. Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the 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 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 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value shall 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 without any extra costs on the Authority.

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 other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8.0 SETTLEMENT OF DISPUTES

8.1 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.

8.2 Dispute resolution

8.2.1 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 8.3.

8.2.2 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.

8.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Managing Director, Andhra Pradesh State Road Transport Corporation and the Managing Partner of the Consultant or a substitute thereof for amicable settlement.

8.4 Arbitration

8.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 8.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, Hyderabad (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 venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English.

8.4.2 The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator.

8.4.3 The arbitrators shall make a reasoned award (the **"Award"**). Any Award made in any arbitration held pursuant to this Clause 8.4 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.

8.4.4 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.

8.4.5 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

Signed, Sealed and Delivered for and on behalf of Consultant		**Signed, Sealed and Delivered for and on behalf of Authority**	
Name		**Name**	
Designation		**Designation**	
Address		**Address**	
Mobile		**Mobile**	

in presence of

1. 1.

APPENDICES

APPENDIX- I – TECHNICAL PROPOSAL FORMATS

Form- I

Letter of Proposal
(On Applicant's Letter Head with date and reference)

To
The Chief Civil Engineer,
APSRTC,
1st Floor, RTC House,
PNBS, Vijayawada-520013.

Sub: RFP for Selection of Architectural Consultant for Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State - Appendix I – Technical Proposal – Regarding.

Dear Sir,

1. With reference to your RFP Document dated _____, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority 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 three years, we or any of our Associates 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) I/We have studied the total RFP document including its addendums, understood all Clauses and Conditions and agreed, abide to them in toto without any reservations and accordingly submitting this Proposal offer for consideration of the Authority;
(b) I/We do not have any conflict of interest in accordance with 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, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority 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 RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the RFP document.
9. I/We declare that we/any member of the consultancy, are/is not a Member of a/any other Consultant firm.

10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. 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.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
13. 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 the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Proposal Security of Rs.50,000/- (Rupees fifty thousand only) in the form of a Demand Draft is attached, in accordance with the RFP document. The Proposal Processing Fee of Rs.11,800/- (Rupees eleven thousand eight hundred only) in the form of a Demand Draft is also attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document including its addendums. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document including its addendums.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Form-2

Applicant's details & Statement of Legal Capacity
(On the letter head of the Applicant with dated)

To
The Chief Civil Engineer,
APSRTC,
1st Floor, RTC House,
PNBS, Vijayawada-520013.

Dear Sir,
Sub: RFP for Selection of Architectural Consultant for Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State - Appendix I – Technical Proposal – Regarding.

I/We_____ (insert name of the Individual/ Proprietary firm/ Company/ Consortium) do hereby confirm the following details.

1. Name of the Individual / Proprietary firm/ Company/ Consortium:
   (furnish the name on which the Proposal is submitted)
2. Year of Registration:
   (furnish Registration with Indian Council of Architecture or Indian Institute of Engineering & Architecture in case of an Individual / firm Registration in case of a Proprietary firm/ Company/ Consortium)
3. No. of years of experience:
   (mention the no. of years of experience possess in Architectural Consultancy after the date of Registration)
4. Details of its main line of business:
   (brief description)
5. Details of Bank Account to which payment to be made:
   (Name, Bank A/C No., Branch Name, IFSC Code etc.)
6. Address for correspondence:
7. E-mail id:
8. Mobile No.:
9. PAN No.:
10. GST Registration No.:

We do hereby confirm that we, the Applicant, satisfied and agreed to the terms and conditions laid down in the RFP document including its addendums.

I/We have authorized _____ (insert individual's name) as our Authorised representative on our behalf and has been fully authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

Form-3 Power of Attorney

Know all men by these presents, we, _____ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms _____ son / daughter / wife and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful **Attorney** (herein after referred to as the “Authorised 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 and selection as the Architectural Consultant for study of the existing amenities in the bus stations, suggest modifications for their upgradation along with improved aesthetics and preparation of architectural working plans, 3D views (for some specified 3 to 5 no. of Bus Stations), detailed specifications, quantity & rate analysis for the proposed modifications and to furnish completion report after completion of the works including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHERE OF WE_____THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF_____, 2020.

For _____

(Signature, name, designation and address)

Witness:
1.

2,

Notarised Accepted
_____

(Signature, name, designation 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 100 (one hundred) and duly notarised 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 document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of **Attorney** is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of **Attorney** legalised by the Indian Embassy if it carries a conforming Apostle certificate.

Form-4

Financial Capacity of the Applicant

Sl. No.	Financial Year	Annual Revenue from Consultancy Fee only (Rs.in lakhs)
1	2017 - 18	
2	2018 - 19	
3	2019 - 20	
TOTAL		

Certificate from the Statutory Auditor $

This is to certify that _____(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm : Seal of the audit firm

Date :

Signature, name and designation of the authorized signatory

$ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement

Form-5

Particulars of Key Personnel
(On the letter head of the Applicant with dated)

Details of Key Personnel proposed for the Consultancy assignment

Sl. No	Key Personnel	Name	Possess valid Registration with Indian Council of Architecture or Indian Institute of Engineering & Architecture (Yes / No)	Date of Registration with Indian Council of Architecture or Indian Institute of Engineering & Architecture	Qualification	Length of Experience as Architectural Consultant
1	Chief Architect/ Team Lead					**#**
2	Architect - 1					
3	Architect - 2					
4	Architect - 3					

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

 # <u>Note</u>: For Chief Architect/ Team Lead, the length of experience is counted from the Date of Registration with Indian Council of Architecture or Indian Institute of Engineering & Architecture

Form-6

Proposed Methodology and Work plan

Form-7

Abstract of Experience of the Applicant #
(On the letter head of the Applicant with dated)

Sl. No.	Year	Name of the Project @	Name of the Client	Project Cost (Rs.in lakhs)	Professional fee received (Rs. In lakhs)
1	2015 -16				
2	2016 -17				
3	2017 -18				
4	2018 -19				
5	2019 -20				
TOTAL					

@ Completion Certificate of above projects from an authorized representative of the client on a letter head is mandatory as proof of work.

The Applicant should provide details of only those projects that have been undertaken by it under its own name and completed before PDD.

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

NOTE:

Among the above Projects undertaken by the Applicant, minimum one Project must fulfill the requirement of "Eligible Assignment" as at Clause 2.2 (B). The Completion Certificate of such Eligible Assignment shall be issued by the authority not below the rank of Superintending Engineer concerned.

Form-8

Curriculum Vitae (CV) of Key Personnel

1. Name of Personnel:

2. Address and Phone No:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. List of projects on which the Personnel has worked

Year	Name of project	Description of responsibilities

Certification:

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

Place _____ (Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

Notes:
1. Use separate form for each Key Personnel.
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm.
3. Proof of Qualification and experience of individual Key Personnel (with self attestation) shall be enclosed along with CV.

Form-9

Deployment of Personnel
(On the letter head of the Applicant with dated)

The designations & names of each of the Consultant's Personnel designated for carrying out the Services for the duration of the Consultancy assignment

Sl.No	Designation	Name
1	Chief Architect/ Team Lead	
2	Architect-1	
3	Architect-2	
4	Architect-3	

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

APPENDIX-II - Financial Proposal Form

APPENDIX-II: FINANCIAL PROPOSAL

(MODEL FORMAT AS AVILABLE IN E-PROCUREMENT PLATFORM)

ap e procurement tender .gov.in

(Solely owned by Govt. of AP with IPR)

Submit Price For Works Bid View

Current Tender Details

Tender ID	7(i)	**Enquiry/IFB/Tender Notice Number**	NIT No.7/CCE/AP/2020-21 dt.27.08.2020
Name of Work	Providing Architectural Consultancy for Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State.	**Tender Category**	Works
Tender Type	OPEN	**Estimated Contract Value**	0
Bid Submission Closing Date	14/09/2020	**Tender Evaluation Type**	Price Bid EPC

Your Bid Submission Currency : INR

Price Bid Details

Name of The Tender: **EPC Test**

To
The Tender Inviting Authority

Dear Sir,

We, the undersigned, examined the conditions of this RFP documents including its addendums, the Scope of work, the contract, specification, special conditions of contract, requirement of the Authority. We have examined, understood and checked these documents and have ascertained that there is no ambiguity in the Authority's requirement. We accordingly offer to perform the Architectural Consultancy for the above Project as per the parameters specified in this RFP for the required number of Bus Stations and to complete the work in conformity with such documents.

We agreed to undertake the Architectural Consultancy services as per the Authority's requirements at a lumpsum price of _____ (in figures) **for one number of Bus Station**.

_____ (in words)

If this offer is accepted we will pay the performance security, enter into Agreement, commence the work and complete the same within the time schedule stipulated in accordance with the above named documents. We guarantee that the works will then

confirm with the performance security included in the tender.

We understand that the selection of the Consultant will be as per the procedure set forth in this RFP document.

Thanking You,
Yours Sincerely,

Designation

Address

Date :

TenderNo	Name of the Tender	Department	IBM values
EPC Test	EPC Test	APSRTC	0

Commercial Document Templates

S.No	Template Type	Upload Template	Action	Uploaded Document Details	Download Template
1.	Commercial Template				EPC Test Commercial.rar

We further, know, abid and agree to the following conditions specified in the RFP document and accordingly quoted the offer.

1. The number of Bus Stations proposed may increase or decrease depending on the Authority's requirement. The fee quoted is valid for any number of Bus Station even they may increase or decrease.
2. The proposed Bus Stations may also change depending on the Authority's requirement. The fee quoted is valid for any of the Bus Station of APSRTC throughout the Andhra Pradesh State.
3. No escalation on any account will be payable on the above amounts.
4. The aforesaid fees shall cover all the costs associated with the assignment. It includes the remuneration for all the Personnel, accommodation in case of site visit, travel fare, equipment, preparation of reports, printing documents etc. No additional charges in respect thereof shall be payable.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes and other deductions.
6. The Bills shall be submitted in triplicate along with advanced stamped receipt, required documents and reports to the Authority.
7. The applicable GST will be paid by the Authority for the bills/invoices submitted by the consultant.
8. The fee quoted is valid for the total Agreement period of 8 months. No extra costs will be paid in case of extension of Agreement under any circumstances.

ANNEXURES

ANNEXE- I

Terms of Reference (TOR)

1. GENERAL

The Andhra Pradesh State Road Transport Corporation (APSRTC), Vijayawada intends for Upgrading and standardizing the passenger amenities with improved aesthetics in 21 Bus Stations across the Andhra Pradesh State.

As a prerequisite to this activity, it is required to visit the 21 Bus Station sites, conduct visual site inspection, study the present status of the identified amenities, suggest modifications and submit Final Project report along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) and also Completion Report for the works completed by the Department.

The suggested modifications shall be of uniform pattern duly standardizing the materials and sizes etc. and should also improve aesthetics of the Bus Stations.

2. OBJECTIVE

Objective of the assignment is to engage a suitable Architectural Consultancy to study and suggest suitable modifications for standardizing the existing passenger amenities along with improved aesthetics in the 21 identified Bus Stations duly optimizing the financial resources and by adopting latest trends and materials.

3. SCOPE OF SERVICES

1. To identify clients requirements in upgrading and standardizing the passenger amenities and conduct visual site inspection as per the program given by the client for studying their present status and draw digital photographs.

2. To prepare preliminary draft line sketches within the area of limitations and as suitable to the client's requirement. Present the draft report showing the status of existing amenities and suggested modifications for obtaining further instructions from the client. The Preliminary report shall be enclosed with digital photographs of amenities as existing on that date.

3. To provide final Project Report along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) and detailed specifications, quantity analysis, rate analysis of the proposed modifications in consultation with the client for final approval.

4. The consultant shall suggest and assist the client in execution of the proposed works for any clarifications.

5. To inspect the site and furnish Completion Report along with digital photographs for the works completed by the client/ Authority.

The category of passenger amenities proposed for upgradation with improved aesthetics under the above Project is as given below.

1. Improvement / expansion of regular Toilets
2. Improvement of existing Drinking Water/RO water facility
3. Providing Signage Boards
4. Providing Uniform Name Boards for Shops
5. Providing Wi-Fi
6. Up gradation of fans, lights & Seating Arrangements
7. Improvement of existing / construction of new Baby Feeding Room
8. Improvement of flooring at damaged locations
9. Re Painting.
10. Providing Digital display of Passenger Information System
11. Streamlining the Advertisement Spaces for better Aesthetics
12. Land scaping
13. Providing amenities exclusively for PwD passengers (toilets, ramps, railing etc.)

The Bus Stations identified for upgradation of above amenities under the Project are

Sl.No.	District	Bus Station
1	Srikakulam	Srikakulam
2	Vizianagaram	Vizianagaram
3	Visakhapatnam	Dwaraka Bus Station Complex, Visakhapatnam
4	East Godavari	Rajahmundry
5	East Godavari	Kakinada
6	West Godavari	Eluru
7	Krishna	Pandit Nehru Bus Station, Vijayawada
8	Krishna	City Bus Terminal, Vijayawada
9	Krishna	Machilipatnam
10	Guntur	NTR Bus Station, Guntur
11	Prakasam	Ongole
12	Prakasam	Addanki
13	Nellore	Nellore Main Bus Station
14	Nellore	PSR Bus Station, Nellore
15	Chittoor	Central Bus Station, Tirupathi
16	Chittoor	Chittoor
17	Chittoor	Madanapalli
18	Chittoor	Pileru
19	Kadapa	Kadapa
20	Kurnool	Kurnool
21	Ananthapuramu	Ananthapuramu

The Bus Stations proposed for upgradation of amenities as listed above may change depending on the Authority's requirement. The Consultant has to provide the services for any of the Bus Station across the State under this Project. The work shall be carried out in phased manner and as per the order of priority finalized by the Authority.

Also the number of Bus Stations may reduce or increase depending on the Authority's requirement. The Consultant has to provide the services in the event of increase or decrease of the number of Bus Stations and also change of Bus Stations at the quoted Consultancy fee per

one number of Bus Station without claiming any extra cost. However in case of increase of number of Bus Stations, suitable Time extension will be granted.

All the designs should be planned as per relevant Indian Standards, National Building Code, local bylaws, any other regulations and accepted in Industry practices.

Scope not exhaustive

The scope of services specified in the Section- 3 of this ToR are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for the project.

4. DELIVERABLES AND PAYMENT SCHEDULE

4.1 Deliverables and Payment Schedule

The Consultant has to execute the services as per Clause- 3 ("Scope of Service") of this RFP in toto for each Bus Station and should furnish the specified reports, drawings for claiming payments at each stage.

The Consultant shall be paid in the following stages consistent with the work done and as agreed upon for each Bus Station. Payments made at intermittent stages to the Consultant shall be adjusted against the final amount payable.

Stage	Fee payable	Deliverables
Stage-I	30% of fee	After visual site inspection of Bus Station and presenting the preliminary report and draft line sketches of the proposed modifications to CCE duly showing the existing amenities by using digital photographs
Stage-II	60% of fee	After submitting final report to CCE along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations), detailed specifications, quantity analysis, rate analysis of the proposed modifications and other details as per RFP document
Stage-III	10% of fee	After inspection of the total completed works in the Bus Stations and furnishing the Completion Report along with digital photographs and certification of Dy.EE concerned

4.2 Procedure for claiming Payment by the Consultant

The Consultant shall raise the Invoice Bill in triplicate for the work completed by him and submit to Chief Civil Engineer's Office. The Bills claimed for Stage-I and Stage-III shall be accompanied with the Certification of concerned Dy. Executive Engineer. On scrutiny of the Bills, payment will be arranged to the Consultant by the Executive Engineer (HQ), Vijayawada office.

4.3 Payments in pre closure of the Agreement

(i) If the Authority proposes to pre closes the Agreement, the payment to the Consultant will be arranged for the stages completed by him as on that date of closure for all Bus Stations.
(ii) If the Consultant pre closes the Agreement or abandon the work midway, no further payments will be made.

5. REPORTING

The Consultant will have to work closely with the Authority. A designated Official of the Authority will coordinate and project development. Regular communication with the designated official and the Authority is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails and occasional meetings.

1. DATA TO BE PROVIDED BY THE AUTHORITY

1. The Department will provide the layout plan of the Bus Stations to the successful bidder after entering into Agreement. The Consultant shall ensure the details of the structures as existing during their site inspection and plan the modifications accordingly. If any data required by the Consultant is not available with the Authority, the consultant shall ensure such data is obtained by it through alternate sources or by conducting suitable Study. Lack of data should not be a reason for non-delivery of the Service or base for claim by the Consultant.

2. The Payment of fee will be arranged to the Consultant within 2 weeks of submitting all deliverables specified for that particular stage and raising Invoice Bill.

3. The Deputy Executive Engineer, APSRTC in-charge for the jurisdiction will coordinate with the Consultant or its authorized agent during their visit to the Bus Station.

7.MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Vijayawada at the Authority's office or any pre notified location as per the requirements of the Authority.

8. COMPLETION OF SERVICES

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority (both in hard and editable soft copies) apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy Assignment shall stand completed on acceptance by the Authority upon receipt of all the Deliverables for each Bus Station as detailed below.

Stage-I: a) Preliminary Report
b) Draft line sketches of drawings- 1 set of hard copy
Stage-II: a) Final Report
b) Architectural Working Drawings- 2 sets of hard copies along with editable soft copy
c) 3D views (for some specified 3 to 5 no. of Bus Stations) - 2 sets of hard copies
d) Detailed Specifications, quantity analysis and rate analysis of all suggested Upgradation works

Stage-III: a) Completion Report including PPT
b) The digital Photographs showing the amenities as existing on the date and their status after completion of Upgradation works, all Working Architectural Drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) shall be provided in 2 sets of Hard Disc.

Note:
All the Reports and hard copies of drawings shall be signed by the Consultant with date.

9.CONSULTANCY PERIOD AND CONSTRUCTION PERIOD

9.1 Time Duration for providing Consultancy Services ("Consultancy Period")

The time duration specified for completion of services and submission of Final Consultancy Report along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations) and detailed specifications, quantity analysis, rate analysis of the proposed modifications by the Consultant for all 21 bus stations is **2 Months**.

The work shall be taken up in 4 phases at minimum 5 sites in each fortnight as per the order of priority finalized by the Authority and should be completed by 2 months.

However in case of increase of number of Bus Stations, suitable time extension will be granted at no extra cost on the Authority.

9.2 Construction Period and Time Period to furnish Completion Certificate by the Consultant

The time period for construction of the works by the Department duly obtaining necessary approvals and sanctions is 5 months.

The time period to enable the Consultant again to visit the 21 Bus Stations and to furnish Completion Certificate is 1 (one) month.

9.3 Commencement of time schedule for providing Consultancy services

The time schedule for providing services commences from the date of signing of the Agreement.

9.4 Validity of Agreement

This agreement shall be deemed to have come into force on the day, month and the year herein signed by both parties and shall remain valid for 8 months.

The validity of Agreement is the total time of "Consultancy Period" of 2 months, the "Construction Period" of 5 months and the period for issuing Completion Certificate by the Consultant after visiting all the 21 Bus Stations sites and conforming the Completion of works is 1 (one) month.

9.5 Extension of Consultancy Period and Agreement

In case the services could not be completed within the specified duration of "Consultant Period" due to the reasons beyond the control of the Consultant and the Authority or in case of "Force Majeure" conditions, suitable time extension of will be granted for which the Consultant shall have no right to claim for extra costs.

Also, if the construction of the Upgradation works have been extended beyond 5 months, the Authority will extend the Agreement validity to that extent of extended period to enable the Consultant to visit the site and furnish Completion Report, and the Consultant shall have no right to claim for extra costs in lieu of extension of Agreement validity.

10. PROJECT INCHARGE (HEAD)

The Project In-charge (Head) is the Chief Civil Engineer, APSRTC, Vijayawada.

ANNEXE- II

Deployment of Personnel
(On the letter head of the Applicant with dated)

The designations & names of each of the Consultant's Personnel designated for carrying out the Services for the duration of the Consultancy assignment

Sl.No	Designation	Name
1	Chief Architect/ Team Lead	
2	Architect-1	
3	Architect-2	
4	Architect-3	

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

ANNEXE- III

Deliverables & Payment Schedule

The Consultant shall be paid in the following stages consistent with the work done and as agreed upon.

The Consultancy fee quoted for one number of Bus Station @ Rs._____ (Rupees _____) will be paid at the following stages:

Stage	Fee payable	Deliverables
Stage-I	30% of fee	After visual site inspection of Bus Station and presenting the preliminary report and draft line sketches of the proposed modifications to CCE duly showing the existing amenities by using digital photographs
Stage-II	60% of fee	After submitting final report to CCE along with Architectural working drawings, 3D views (for some specified 3 to 5 no. of Bus Stations), detailed specifications, quantity analysis, rate analysis of the proposed modifications and other details as per RFP document
Stage-III	10% of fee	After inspection of the total completed works in the Bus Stations and furnishing the Completion Report along with digital photographs and certification of Dy.EE concerned

Notes:

1. Payments made at intermittent stages to the consultant shall be adjusted against the final amount payable.
2. Payments in pre closure of the Agreement:
   (i) If the Authority proposes to pre closes the Agreement, the payment to the Consultant will be arranged for the stages completed by him as on that date of closure for all Bus Stations.
   (ii) If the Consultant pre closes the Agreement or abandon the work midway, no further payments will be made.
3. The number of Bus Stations proposed may increase or decrease depending on the Authority's requirement. The fee quoted is valid for any number of Bus Station even they may increase or decrease.
4. The proposed Bus Stations may also change depending on the Authority's requirement. The fee quoted is valid for any of the Bus Station of APSRTC throughout the Andhra Pradesh State.
5. No escalation on any account will be payable on the above amounts.
6. The aforesaid fees shall cover all the costs associated with the assignment. It includes the remuneration for all the Personnel, accommodation in case of site visit, travel fare, equipment, preparation of reports, printing documents etc. No additional charges in respect thereof shall be payable.
7. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes and other deductions.
8. The Bills shall be submitted in triplicate along with advanced stamped receipt, required documents and reports to the Authority.
9. The applicable GST will be paid by the Authority for the bills/invoices submitted by the consultant.
10. The fee quoted is valid for the total Agreement period of 8 months. No extra costs will be paid in case of extension of Agreement under any circumstances.

LAYOUT DRAWINGS

BUS STATION & BUS DEPOT AT SRIKAKULAM

BUS STATION AND BUS DEPOT AT VIZIANAGARAM

TO DWARAKA NAGAR
TO MADDILAPALEM Jn.
N
TO RAILWAY STATION
FLYOVER
TO SIRIPURAM Jn.
TO DABA GARDENS
TO DABA GARDENS
AMBICA BUILDING
HIGH RISED BLDG
BUS STATION
BUS STATION
DRIVE WAY
TO SIRIPURAM Jn.
36.60M WIDE BT ROAD
36.60M WIDE BT ROAD
TO GVMC
YSR PARK
G V M C
TO JAGADAMBA CENTER
TO RAM NAGAR
LAY - OUT
AREA : 6.77 Ac.
DWARAKA BUS STATION COMPLEX AT VISAKHAPATNAM

BUS STATION AND BUS DEPOT AT RAJAHMUNDRY

LAY - OUT

TOTAL SITE AREA : 9.06 Ac.
BUS STATION : 3.09 Ac.
BUS DEPOT : 4.78 Ac.
GARDEN AREA : 1.19 Ac.

BUS STATION & BUS DEPOT AT KAKINADA

EAST GODAVARI District

LAY OUT

REFERENCE		
TOTAL PLOT AREA	:	16.72 Ac.
BUS STATION AREA	:	5.64 Ac.
BUS DEPOT AREA	:	5.00 Ac.
QUARETERS & DM OFFICE	:	6.08 Ac.

BUS STATION AND BUS DEPOT AT ELURU

WEST GODAVARI Dt.

N
BANDAR CANAL
CANAL ROAD
BANDAR CANAL
CANAL ROAD
TO VJA RLY STN.
FRUIT AND FLOWER MARKET
RAILWAY TRACK
CITY BUS PORT
BUS DEPOT
ARRIVAL BLOCK
DEPARTURE BLOCK
DRIVE WAY
DRIVE WAY
DRIVE WAY
DRIVE WAY
IDLE BUSES PARKING
(for 100 Buses)
OFFICES PARKING
PARKING
N.H 65
ROAD
ROAD
HYD
Guntur
IN
OUT
OUT
AREAS :
BUS STATION AREA : 15.75 AC
CITY BUS PORT AREA: 3.05 AC
BUS DEPOT AREA : 4.63 AC
PARKING AREA : 3.67 AC
(Offices parking & Idle bus parking)
TOTAL AREA : 27.10 AC
LAY - OUT
PANDIT NEHRU BUS STATION AT VIJAYAWADA

N
BANDAR CANAL
CANAL ROAD
BANDAR CANAL
CANAL ROAD
TO VJA RLY STN.
FRUIT AND FLOWER MARKET
RAILWAY TRACK
CITY BUS PORT
BUS DEPOT
ARRIVAL BLOCK
DEPARTURE BLOCK
DRIVE WAY
DRIVE WAY
DRIVE WAY
DRIVE WAY
IDLE BUSES PARKING
(for 100 Buses)
OFFICES PARKING
PARKING
NH 65
ROAD
ROAD
OUT
OUT
IN
HYD
Guntur
AREAS :
BUS STATION AREA : 15.75 AC
CITY BUS PORT AREA: 3.05 AC
BUS DEPOT AREA : 4.63 AC
PARKING AREA : 3.67 AC
(Offices parking & Idle bus parking)
TOTAL AREA : 27.10 AC
LAY - OUT
PANDIT NEHRU BUS STATION AT VIJAYAWADA

LAY - OUT

TOTAL AREA OF LAND :5.59 Ac

BUS STATION AREA : 1.82Ac

BUS DEPOT AREA : 2.24Ac

QUARTERS AREA : 1.53Ac

BUS STATION AND BUS DEPOT AT MACHILIPATNAM - Krishna

BUS STATION & BUS DEPOTS AT GUNTUR

BUS STATION & BUS DEPOT AT ONGOLE - PRAKASAM DIST.

BUS STATION AND BUS DEPOT AT ADDANKI

PRAKASAM District

LAY - OUT

TOTAL AREA OF LAND	:	11.52 ACRES
AREA OF BUS DEPOT 1	:	3.58 ACRES
AREA OF BUS DEPOT 2	:	2.49 ACRES
AREA OF BUS STATION	:	3.85 ACRES
AREA OF VACANT LAND	:	1.60 ACRES

SNO	DESCRIPTION DEPOT 1
1	SECURITY ROOM
2	ROOM
3	CYCLE STAND
4	BLACK SMITH ROOM
5	GENERATOR ROOM
6	PUMP ROOM
7	WASHING PLAT FORM
8	ANNEXURES
9	GARRAGE
10	ANNEXURES
11	GARRAGE
12	SCOOTER STAND
13	S.TANK
14	TOILET
15	DISEL TANK
16	FILLING STATION
17	A.D.C OILS
18	DIESEL TANK

SNO	DEPOT 2 DESCRIPTION
1	SECURITY ROOM
2	DISPATCH ROOM
3	SHIED
4	FILLING STATION
5	DIESEL TANK
6	A.D.C OILS
7	WASHING PLAT FORM
8	TOILET
9	S.TANK
10	BLACK SMITH ROOM
11	ANNEXURES ROOM
12	GARRAGE
13	DINING ROOM
14	BLACK SMITH ROOM
15	TOILETS
16	S.TANK

BUS STATION & DEPOT 1 & 2 AT NELLORE

BUS STATION AT ATHMAKURU POINT NELLORE (PSR) - NLR Dist.

SANDHYA THEATRE
HOTEL GRAND
ROAD
TO BYPASS ROAD / TIRUMALA
N
GARAGE
BUS DEPOT
AREA = 2.387 Acres
SRINIVASA BUS STATION
TOILETS
EDUKONDALU BUS STATION
TTD SHED
DRIVE WAY
SUB-WAY
SRIHARI BUS STATION
RURAL BUS STATION
PARK
PUMPROOM
ENCOROCH MENT AREA = 0.04 Acres
PRIVATE LAND AREA = 0.755 Acres
SCOOTER PARKING
DOT SHOPS
PARKING
DRAIN
TOWARDS RAILWAYSTATION
TO CHITTOOR
TO RENIGUNTA
LAY-OUT
AREAS :
AREA OF DEPOT : 2.31 ACRES
AREA OF BUS STATION: 10.87 ACRES
(INCLUDING RM's OFFICE &SHOPPING COMPLEX.)
TOTAL AREA OF LAND : 13.18 ACRES
BUS STATION & BUS DEPOT
AT TIRUPATHI , CHITTOOR District
REFERENCE
SRI HARI BUS STATION : 33,533 Sft.
SRINIVASA BUS STATION : 33,050 Sft.
EDUKONDALU BUS STATION : 7,930 Sft.
RURAL BUS STATTION : 3970 Sft.

BUS STATION & BUS DEPOT AT CHITTOOR

BUS STATION & BUS DEPOT AT MADANAPALLI - CTR

BUS STATION AND BUSDEPOT AT PELERU - CTR Dist.

BUS STATION AND BUS DEPOT AT KADAPA

BANGALORE
N
HOSTEL BLOCK
EXISTING TRACK
Z.S.T.C.
TRAINING COLLEGE
NH-44
VACANT LAND
7.00 ACRES
BUS DEPOT-II
5.14 ACRES
PRIVATE LAND
DRIVE WAY
BUS STATION COMPLEX
BUS DEPOT-I
3.85 ACRES
MAIN ENTRANCE
TOTAL AREA OF LAND : 41.18 Ac
TO TOWN / NANDYAL
R O A D
TO BELLARY , HYDERABAD & BANGALORE
BELLARY
HYD
LAY - OUT PLAN
Z S T C , BUS STATION, BUS DEPOTS-I &II AT KURNOOL

BUS STATION & BUS DEPOT AT ANANTHAPUR