

TIRUPATI URBAN DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL

Name of the Project: “Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”, as set out in the RFP document.

For Selection of Entrepreneur – Bidder

For “Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”, as set out in the RFP document.

Notes:

- 1. This section provides a format of acknowledgement from the party to whom this document has been provided.
- 2. This document should be used only for the sole purpose of this project and not for any other purpose and should not be transferred to any third party except for any professional advice.

.....
Acknowledgement: (to be returned to the following address on receipt of this Document)

**Vice-Chairman,
Tirupati Urban Development Authority
Tirupati – 517 501, Andhra Pradesh
Ph: 0877 – 2225730,
Email: vctuda@gmail.com**

Request for Proposal Document number	
RFP Document collected by (Person’s name)	
Designation	
Name of the Organization	
Address	
Tel.No/Fax No/Email	
Signature of the authorized person	
Date of Issue.	
Last Date for submission/receipt of RFP	

Signature of the issuing Authority : _____
Name : _____
Designation & Seal : _____

1 – DISCLAIMER

1. Though adequate care has been taken in the preparation of this Request for Proposal Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned officer immediately. If this office receives no intimation of discrepancy within the date mentioned in Section 4.6, it shall be deemed that the Request for Proposal Document is complete and final in all respects.

Vice-Chairman
Tirupati Urban Development Authority
Tirupati – 517 501, Andhra Pradesh
Ph: 0877-2225730
Email: vctuda@gmail.com

2. Neither TUDA, nor do their employees or consultants, make any representation or warranty as to the accuracy, reliability, or completeness of the information in this RFP and it is not possible for TUDA to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Some of the prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability, and completeness of the information in this RFP and obtain independent advice from appropriate sources.
3. TUDA reserves the right to reject any or all the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever.
4. TUDA reserves the right to change / modify / alter / amend any or all of the provisions of this Request for Proposal. Such changes would be intimated to all the parties procuring this Request for Proposal, to enable them to take appropriate action.
5. TUDA shall have no liability for non-receipt of any communication from the Bidder to TUDA and vice-versa due to postal delays or otherwise.

2 – DEFINITIONS

2.1 AGREEMENTS:

The Agreements that would be entered between TUDA and the Architect.

2.2 BID:

The proposals submitted by the prospective Bidders in response to this Request for Proposal Document issued by TUDA.

2.3 ELIGIBILITY CRITERIA FOR EXPERIENCE:

The eligibility criteria for experience as set out in Section 6.2.1, 6.2.2 of this RFP

2.4 ELIGIBILITY CRITERIA FOR FINANCIAL CAPABILITY:

The eligibility criteria for financial capability as set out in Section 6.2.3 of this RFP.

2.5 REQUEST FOR PROPOSAL:

The document issued to the prospective Bidder, asking for their Proposals.

2.6 SELECTED BIDDER / PREFERRED BIDDER:

The bidder finally selected to develop the Project.

2.7 ZERO DATE

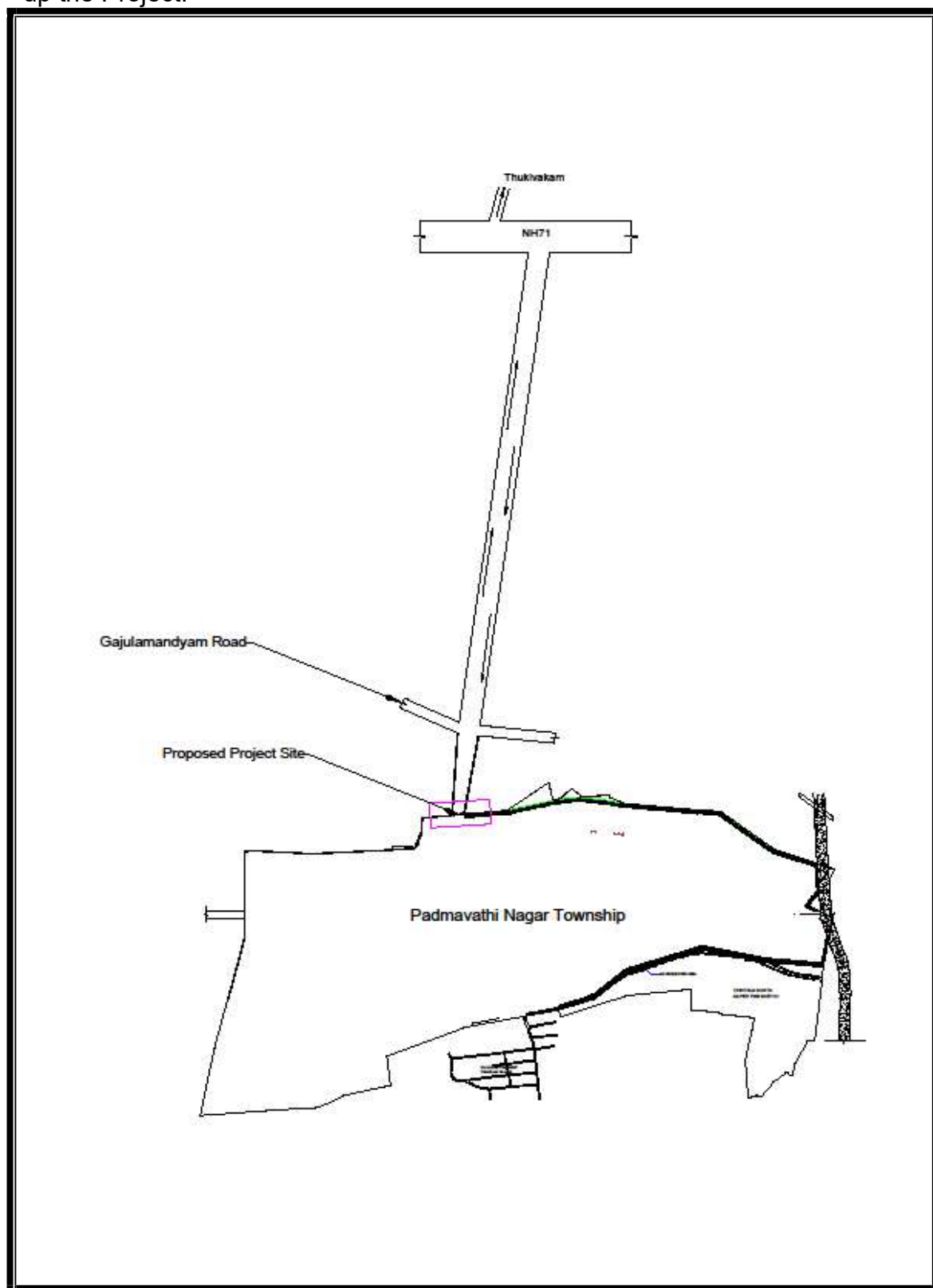
“Zero Date” means the date of signing of the Agreement, or the date of handing over of the site whichever is earlier.

3-INTRODUCTION & BACKGROUND

3.1 INTRODUCTION:

Tirupati Urban Development Authority (TUDA) is playing a pro-active role in the promotion of Tourism & Social Infrastructure Development in Tirupati and is set to undertake innovative and definitive measures to make Tirupati the preferred destination for domestic and international tourists.

TUDA has been developing Padmavathi Nagar Township in an extent of **145.61 Acres** with HIG, MIG and LIG plots with Commercial spaces. In this regard it is now proposed to provide a unique and elegant entrance arch for the layout at entry point. For this purpose, proposals are invited from perspective bidders with the objective to select an Architect to take up the Project.



3.2 DESCRIPTION OF THE PROPOSED PROJECT:

The proposed main project components are to design and execute a unique and elegant RCC entrance arch which brings grandeur to the developing township. TUDA proposes to enter into an agreement with the bidder for the following aspects.

I. DESIGN & IMPLEMENTATION ASPECTS:

- 1) Design and execution of a unique and elegant Entrance Arch to the township.

All other required provisions and changes with respect to Road widths, to integrate with the design.

TUDA invites proposals from Architects cum interior designers and constructors for implementation of the project as per terms and conditions of this document.

3.3 PROJECT STRUCTURE:

I. Design & Implementation Aspects:

The proposed main project components are design and execution of unique and elegant RCC entrance arch with good elevation and aesthetic looks achieved by painting, stone cladding etc., and executes the same.

The Bidder has to quote the **cost per unit item of specific work**. The selection of bidder will be based on their proposal of elevation, specifications of works and comparative cost of the project. The relationship between TUDA and the successful bidder would be set forth and described under the terms and conditions of the agreement to be entered between TUDA and the bidder. The project completion period shall be 6 months as per the format specified in exhibit 5.

3.4 COMMITMENT TO A FAIR AND TRANSPARENT PROCESS

TUDA is keen to ensure that the process leading to the selection of the Bidder is fair, transparent, efficient, interactive, and protects the confidentiality of the information shared by Bidders with it. The selection process has been designed keeping these objectives in mind, and TUDA shall take all steps to ensure that the above objectives are realized.

4 - DESCRIPTION OF THE SELECTION PROCESS

4.1 SELECTION PROCESS:

The submission of Bids by interested parties in response to the Request for Proposal is based on three-cover system as indicated below:

Cover 1: Technical Proposal

Cover 2: Business Proposal.

Cover 3. Financial Proposal.

The Bids received would be subject to a responsiveness check followed by a Stepwise evaluation procedure as described below

4.2 RESPONSIVENESS OF BID:

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "non-Responsive" if it does not satisfy any of the following conditions.

- It is not received within the time and date specified.
- It does not include sufficient information for evaluation and / or is not in the formats specified or incomplete in any respect.
- It is not signed and/or sealed in the manner and to the extent indicated in Section 5 of this **RFP Document**.
- It is not accompanied by the requisite Bid Security Amount.
- Each page is not signed by the Authorized Signatory.
- If not complied with instructions contained in Sections 5.6 or 5.7 or 5.8.

Following is the process of Evaluation of Responsive Bids:

4.3 STEP 1 (COVER 1) – EVALUATION OF TECHNICAL PROPOSAL (Pre-Qualification)

The Evaluation Criteria for the Technical Proposal and the information to be submitted are detailed in Section 6 of this Document.

Evaluation of Cover 1 would be on pass-fail basis. TUDA, at the end of the Bidding process will return the Bid security and upon request, the unopened Business and Financial Proposals (Cover 2 & 3) to the Bidders whose Technical Proposals are not found acceptable or not pre-qualified.

4.4 STEP 2 (COVER 2) – EVALUATION OF BUSINESS PROPOSAL

The Evaluation Criteria for the Business Proposal and the information to be submitted are detailed in Section 7.

Evaluation of Cover 2 would be on pass-fail basis. TUDA, at the end of the Bidding process will return the Bid security and upon request the unopened Financial Proposals (Cover 3) to the Bidders whose Business Proposals are not found acceptable.

4.5 STEP 3 (COVER 3) – EVALUATION OF FINANCIAL PROPOSAL

The Evaluation Criteria for assessment of the financial proposals are

described in Section 8. The format for the Financial Offer is specified in Exhibit 6. The financial bid from the bidders shall be evaluated on present value basis, as detailed in section 8 of this document.

A ranked list of Bidders based on the results of the evaluation, as detailed in Section 8 of this Document, would be prepared for selection of the top ranked Bidder by this authority.

4.6 TIMETABLE AND MILESTONES

Sl. No	MILESTONE	ENVISAGED SCHEDULE
1	Request for Proposal Document made available to the Bidders.	07-02-2023 @ 3.00 PM
2	Last date for receipt of requests for intimation of any discrepancy in this Document, clarifications & conditions to be addressed	17-02-2023 upto 3.30PM
3	Time and date for receipt of Bids (containing covers 1, 2 & 3)	17-02-2023 at 4.00 PM
4	Opening of Technical Cover (Cover 1) Opening of Business Cover (Cover 2) Opening of Financial Cover (Cover 3)	17-02-2023 at 4.00 PM

In order to enable TUDA meet the target dates, Bidders are requested to respond expeditiously to clarifications, if any, requested during the evaluation process. TUDA will adhere to the above schedule to the extent possible. TUDA, however, reserves the right to modify the same. Intimation to this effect will be given to all Bidders.

4.7 LETTER OF AWARD

The Letter of Award would be the letter is issued to the Successful Bidder. The Successful Bidder would have to enter into an Agreement within 07 days from the Letter of Award. In case, the Successful Bidder fails to do so then the next highest Bidder would be asked to match the Successful Bidder’s offer and sign the Agreement within 07 days. This process would be repeated with the three top ranked Bidders. In case none of the three top ranked Bidders. can sign the Agreement as mentioned above then TUDA reserves the right to give more time to the three top ranked Bidders; reject their Bids; negotiate with other Bidders whose Financial Offers were ranked or invite fresh Bids.

5 – PROCEDURES TO BE FOLLOWED

5.1 ENQUIRIES & CLARIFICATIONS

All communication pertaining to the project that require to be addressed, should reach TUDA latest by the date mentioned in Section 4.6. Queries received after the above due date will not be addressed, shouldn't be contingent.

In respect of clarifications, TUDA will aggregate all clarifications and shall prepare a response and communicate to all parties who have procured the Request for Proposal Document.

Bidders are advised that their Bids be completely devoid of any conditions, whatsoever. Conditions, if any, may be addressed in writing before due date. In respect of conditions received, the following shall apply:

1. TUDA reserves the right not to consider any condition that in the sole discretion of TUDA, is found unacceptable.
2. If in TUDA's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by TUDA and the "Common Accepted Conditions"; will be made available to all Bidders.
3. In respect of suggestions / alterations proposed in the concept-design details or other aspects of the project, TUDA will consider them and the result will be circulated to all bidders.
4. Incase any conditions accepted by TUDA has material impact on the proposal, the financial bids will be annulled, and fresh financial bids will be invited.

Enquiries, if any, shall be addressed to:

**Executive Engineer,
Tirupati Urban Development Authority,
Tirupati – 517 501, Andhra Pradesh
Cell: 99595 53270**

All clarifications that are received on or before the date mentioned in Section 4.6 will be addressed by TUDA in writing. TUDA shall aggregate and consider all such clarifications, without specifying the source of clarifications. Only in case of clarifications and suggestions that are considered positively requiring modifications to RFP, a response will be communicated to all the bidders. No communications or reply will be sent to the concerned or all Bidders in case of repetition of clarifications.

5.2 SITE VISIT AND SURVEY

Bidders may prior to submitting their Bid for the Project, visit and inspect the site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and any other information necessary for preparing their Bids; including, inter alia, the actual nature and conditions at the site, availability of materials, stores, labour, probable sites for labour camps, etc., and the extent of lead and lift required for the execution of the work over the entire duration of the construction period, after taking into account the local conditions, traffic restrictions, obstructions in work, if any, etc.

The Bidders shall be deemed to have full knowledge of the site, whether physically inspected or not.

5.3 SUBMISSION OF THE BID

5.3.1 Cover 1: TECHNICAL PROPOSAL

The Information to be submitted by the Bidders in the Technical Proposal (Cover 1) is described in Exhibit-4

The Bidder shall place one (1) original + two (2) copies + One (1) soft of the Technical Proposal; in a sealed envelope, which shall be inscribed as under:

Bid for: “Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”,

Cover 1- Technical Proposal

Submitted by: _____ (Name of Bidder)

5.3.2 Cover 2: BUSINESS PROPOSAL

The Information to be submitted by the Bidders in the Business Proposal (Cover 2) is describing in Exhibit-5.

The Bidder; shall place one (1) original + two (2) copies + One (1) soft copy of the Business proposal in a sealed envelope, which shall be inscribed as under:

Bid for: “Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”,

Cover 2 – Business Proposal

Submitted by: _____ (Name of Bidder)

5.3.3 Cover 3: FINANCIAL BID

The Information to be submitted by the Bidders in the Financial Proposal (Cover 3) is described in Exhibit-6.

The Bidder shall place one (1) original + two (2) copies+ One (1) soft of the Financial Bid in a sealed envelope, which shall be inscribed as under:

Bid for: “Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”,

Cover 3 – Financial Offer

Submitted by: _____ (Name of Bidder)

5.3.4 SUBMISSION OF THE BID:

The three covers of the Bid organized as above shall be placed in a sealed outer envelope with the following inscription.

Bid for _____ (Name of the Project)

“Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”,

Name of the Bidder: _____

The cover should be addressed to:

**Vice-Chairman,
Tirupati Urban Development Authority,
Tirupati – 517 501, Andhra Pradesh
Ph: 0877-2225730,
Email: yctuda@gmail.com**

The Bidder can submit the Bid by registered post / courier or submit the Bid in person, so as to reach the designated address by the time and date stipulated in Section 4.6 TUDA shall not be responsible for any delay in submission of the Bids. Any Bid received by TUDA after the deadline for submission of the Bids stipulated in Section 4.6 shall not be opened.

5.4 INITIALLING OF THE BIDS

Each page of the Bid should be initialed by the Authorized Representative and Signatory of the Bidding Entity, otherwise the bid will be treated as non-responsive vide Section 4.2.

5.5 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this Request for Proposal may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
3. All communications and information should be provided in writing in English language only.
4. The metric system shall be followed for units except for the extent of Land.
5. All communication and information provided should be legible including copies of any documents, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
6. No change in or supplementary information to a Bid shall be accepted once the bid is submitted. However, TUDA reserves the right to seek additional information from the Bidders, if found necessary during the course of evaluation of the Bid. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by TUDA, the Bid would be evaluated solely on the basis of the available information. TUDA reserves the right to make enquiries directly by or through its other sources as to the authenticity and reliability of the contents of and the documents attached to the RFP.

7. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, TUDA reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all the Bidders.
8. The Bidder should designate one person ("Contact Person and Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with TUDA. The "Contact Person" and Authorized Representative and Signatory shall sign the Acknowledgement of Receipt of Request for Proposal Document. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized signatory and shall bear the stamp of the entity thereof.
9. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
10. TUDA reserves the right to vet and verify any or all information submitted by the Bidder.
11. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by TUDA, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of TUDA and if TUDA is adequately satisfied.
12. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. TUDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

5.6 VALIDITY OF TERMS OF THE BID

Each Bid shall indicate that it is a firm and irrevocable offer and shall remain valid and open for a period of not less than three months from the last date for submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. However, TUDA may solicit the Bidder's consent for extension of the period of validity. Requests for additional information or for extension of validity are procedural and do not indicate qualification of the Bidder in the process. The Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting TUDA's request for extension of validity shall not be permitted to modify his Bid in any other respect.

5.7 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

5.7.1 Bid Security (E.M.D.)

Bidders are required to submit a Bid Security for an amount of **Rs.25,000/-** shall accompany Cover – 1 The Bid Security shall be in the form of D.D. or Bank Guarantee from any Scheduled Bank. The form of the Bank Guarantee shall be as per the Format indicated in Exhibit-2.

Bids, which are not accompanied by the above bid security, shall be rejected by TUDA as nonresponsive.

TUDA reserves the right to forfeit the Bid Security (by invoking the Bank Guarantee) under the following circumstances:

- a) If the Bidder withdraws the Bid at any time during the stipulated period of Bid validity as per section 5.6 (or as may be extended).
- b) If the Bidder, for the period of Bid Validity
 - (i) In TUDA's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from TUDA in this regard and / or
 - (ii) Fails or refuses to execute the Letter of Award (in the event of the award of the Project to it) and / or
 - (iii) Fails or refuses to execute the agreement within the stipulated time (viz. 7 days from the issue of the Letter of Award to it.)

In the event that any Bidder is declared Technically Evaluated Non-Responsive, then the Bid Security (i.e., Bank Guarantee) of such Bidders can cease to be in force upon return of the unopened cover 2 of their bid up on request. In respect of the Technically Evaluated Responsive Bidders, the Bid security of the unsuccessful bidders (after opening of cover 3) can cease to be in force after 30 days following the announcement of award of the Project to the Successful Bidder and the issue of the Letter of Award awarding the same.

The Bid Security of the Successful Bidder shall be refunded after two years period from the date of completion of work.

5.7.2 DEVELOPMENT – CUM – CONSTRUCTION GUARANTEE (E.M.D.)

The Successful bidder shall submit a Development – cum – construction Guarantee, in the form of a Bank Guarantee, which shall be for an amount as specified in the Annexure-2 of this RFP document.

6 COVER 1: TECHNICAL PROPOSAL EVALUATION

6.1 THE OBJECTIVE OF THE TECHNICAL EVALUATION

The objective of the Technical evaluation is to shortlist / pre-qualifies Bidders who have the Financial Strength and the requisite Project Development Experience to implement the Project.

6.2 ELIGIBILITY CRITERIA

6.2.1 ENTITIES ELIGIBLE TO BID FOR THE PROJECT

The following entities would be eligible to bid for the project either individually or as a Consortium.

- Private Limited Company (Registered Architects must be member of the Company)
- Public Limited company (Registered Architects must be member of the Company)

However, the conditions prescribed in this RFP document apply to the Bidding Entity. The nature of entity, which would qualify as a Bidding Entity depends on the Estimated Project cost and is further detailed below.

6.2.2 ELIGIBILITY CRITERIA FOR EXPERIENCE

The Bidding entity would be required to submit the details of their experience of design and developing similar ventures either in public sector or private sector with material on evidence. The evaluation of Technical Capability would be on PASS – FAIL basis and only those bidders who are technically capable would be considered for Further Evaluation.

The bidder shall have a minimum of **2** years experience in operating similar lines of activities in elevation design & interior design cum execute with a turnover of **Rs.40 Lakhs** per annum on an average during the preceding **2** years.

6.2.3 ELIGIBILITY CRITERIA FOR FINANCIAL CAPABILITY

For purpose of evaluating the financial capability to invest in the proposed project, the financial strength of the Bidder will be taken into consideration. The applicant shall have a minimum Net Worth of 100% of the proposed project cost.

The formats for information submission are provided in Exhibit 6 of this RFP document.

Bidders are required to submit the following information along with the Cover 1 of the Bid.

(i)	Covering Letter as per the format given in Exhibit -1
(ii)	Bid security as per the format given in Exhibit 2
(iii)	Description of the Bidder as per Exhibit 3 format
(iv)	Information submission as per format given Exhibit 4

7. COVER 2: BUSINESS PROPOSAL EVALUATION

The Cover 2 submission i.e., the Business Proposal of the Bidders shall be assessed at this stage.

7.1.1 BUSINESS PROPOSAL: EVALUATION CRITERIA

- a) The objective of TUDA in seeking an investor for the implementation of the Project is to capitalize on the following skills of the developer
 - b) Project conceptualization and design skills that offer the most optimal and Cost Competitive design solution for the proposed facility while conforming to the design specification and the Minimum Compliance Criteria set forth
 - c) Project Manager Skills that would help expedite the project development phase and ensure timely and cost-competitive construction of the Facility.
-
- a) The quality of the Facilities/Arrangements proposed.
 - b) Adherence to minimum Specifications.
 - c) Completeness and details of the proposal, especially regarding the Concept evolved and Target Segment to be served.
 - d) Soundness of assumptions.
 - e) Practicality of implementation.

SPECIFICALLY, THE BUSINESS PROPOSAL SHALL BE ASSESSED FOR TECHNICAL SUFFICIENCY AND WILL INCLUDE THE FOLLOWING:

S.NO.	TECHNO – BUSINESS PLAN	PERCENTAGE OF WIGHTAGE WHILE EVALUATING
1.	Uniqueness of the concept evolved	40%
2.	Adherence to specifications	10%
3.	Implementation Schedule	10%
4.	Reasonableness of the Project Cost and Consistency with the elevation, design and plans provided.	40%

7.2 EVALUATION PROCESS

The evaluation and above of the Business proposal will be on PASS-FAIL basis. Whoever gets 70 marks and above will be considered as pass. And all the passed bids can be considered for next level. In evaluating the Business Proposal, TUDA reserves the right to seek clarifications from the Bidders. The Bidders shall be required to furnish such clarifications. As part of evaluation, TUDA may also ask the bidders to make a Presentation.

Further to the evaluation, if in TUDA’s opinion, the Business Proposal is materially deficient or inconsistent in any aspect; the Bid shall be declared non-Responsive and shall not be considered for further evaluation.

Only the Responsive Bidders qualified in Cover 2 evaluation shall be considered for evaluation of the Financial Bids.

7.3 BUSINESS PROPOSAL: INFORMATION FORMATS

The information requirements for submission of the Business Proposal are detailed in **Exhibit-5**

8. COVER 3: FINANCIAL OFFER EVALUATION

8.1 OBJECTIVE OF FINANCIAL BID EVALUATION

The evaluation of the financial bid is to ascertain the bidder offering the Lowest value of the project cost will be considered for selection for awarding the project.

8.2 FINANCIAL BID PARAMETERS

Bidders are required to offer their best quotes in terms of unit cost for each item of work as detailed in **Annexure – 2** of this R.F.P document.

The above quotes shall be submitted by the Bidders in Cover 3. Financial Bid in accordance with the Format Enclosed in Exhibit 6 of **Section 14**

8.3 SELECTION OF THE PREFERRED BIDDER

- The Selection of bidder will be based on their proposal of elevation, interior designs, specification of works proposed.
- The Bidder offered lowest bid amount for the items of works required would be preferred for Development of the project.
- In case the lowest bidder unable to fulfill the requirements of the bid, the next lowest bidder will be preferred for the project, subject to the acceptance of their offer by TUDA.

9. EXHIBIT – 1: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidding entity along with the Cover 1 of the Bid – Printed on their respective Letter Heads)

Date:

Place:

**Vice-Chairman,
Tirupati Urban Development Authority,
Tirupati – 517 501, Andhra Pradesh
Ph: 0877-2225730, Fax: 0877-2225803
Email: vctuda@gmail.com**

Dear Sir,

Sub: Selection of Bidder for **“Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”** as set out in the RFP document.

Please find enclosed one (1) original + two (2) copies + 1(one) soft copy of our Bid in respect of the selection of bidder for **“Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”**, as set out in the **RFP document**. In response to the Request for proposal (RFP) Document issued by the Tirupati Urban Development Authority (TUDA), dated _____

We hereby confirm the following:

1. The Bid is being submitted by _____ (name of the Bidding Company) in accordance with the conditions stipulated in the RFP.
2. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by TUDA and in any subsequent communication sent by TUDA, including the Principles of Agreement issued as supplementary to the main RFP document. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from TUDA.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP and is correct to the best of our knowledge and under-standing. We would be solely responsible for any errors or omissions in our Bid.
4. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
5. This bid is unconditional, and we hereby undertake to abide by the terms and conditions of the RFP,
6. We, as the Bidding Company designate Mr./Ms. _____ (mention name, designation, contact address, phone no., fax no., etc.) as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc., on behalf of the us in respect of the Project. The Board Resolution authorizing the said person is enclosed.

A.E.,

Dy.E.E.,-I

E.E.,

Vice-Chairman

For and on behalf of: (company seal)

Signature :

Name :

Designation :

(Authorized Representative and Signatory)

Name of the Person :

Designation :

Signature :

10. EXHIBIT – 2: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(To be executed on appropriate value of Non-Judicial stamp paper as per stamp Act prevailing in the State of Andhra Pradesh)

WHEREAS, _____ (name of the Bidder) wishes to submit his Request for Proposal for the Selection of bidder **“Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”**, as set out in the RFP document hereinafter called “the Bid”.

KNOW ALL MEN by these presents that we _____ (name of bank) of _____ (country) having our registered office at referred to as “TUDA”) in the sum of Rs. _____ (Rupees _____ in lakhs only) which payment can truly be made to TUDA. The Bank bids themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of _____ 2019.

THE CONDITIONS of this obligation for invoking the guarantee by TUDA are:

- f) If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity of 3 months form the last date for submission of RFP as specified in the Request for Proposal Document. (or such period of validity as may be extended).
- g) If the Bidder, for the period of the Bid Validity (of 3 months)
 - i) in TUDA’s opinion, commits a material breach of any of the terms and / or conditions contained in the RFP document and / or subsequent communication form TUDA in this regard and / or
 - ii) fails or refuses to accept the Letter of Award (in the event of the award of the project to it) and / or
 - iii) Fails or refuses to execute agreement within the stipulated time (viz. 7 days form the issued of the Letter of Award awarding the Project to it).

The Guarantee will remain in force up to and including the date of expiry of the period of Bid validity as stated in the RFP Document or as extended by

TUDA at any time, notice of which extension to the Bank being hereby waived.

Provided however,

- In the event that Bidder is selected for award of the Project through the issue of the Letter of Award, the Bid security shall remain in force until 2 years period from the date of Project completed.

OR

A.E.,

Dy.E.E.,-I

E.E.,

Vice-Chairman

- In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 30 days after the announcement of award of the Project to the Successful Bidder and the issue of the Letter of Award awarding the same. (Provided, however, that in the event that the Bidder is non-Responsive, then the Bid Security of such Bidder can cease to be in force upon return of the unopened Cover 3 of his Bid).

Any demand in respect this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

SIGNATURE OF AUTHORISED

REPRESENTATIVE OF THE BANK : _____

NAME AND DESIGNATION : _____

SEAL OF THE BANK : _____

TELE NO./FAXNO/EMAIL : _____

SIGNATURE OF THE WITNESS : _____

NAME OF THE WITNESS : _____

ADDRESS OF THE WITNESS : _____

11. EXHIBIT – 3: DESCRIPTION OF THE BIDDING ENTITY

Name of the Bidding Entity	
Name of the Registered Architect	

Experience:

12. EXHIBIT 4: COVER1-TECHNICAL PROPOSAL FORMAT FOR INFORMATION SUBMISSION

12.1 FINANCIAL CAPABILITY

Bidders should attach the substantiating documents as asked for in Table 1 given below

TABLE 1

ENTITY	Substantiating Documents Required
Partnership Firm	<ul style="list-style-type: none">• Net worth Statement (Assets minus Liabilities) & Certificate of the partners duly certified by a Chartered Accountant.• Bank Statement of the partners certified by the Bank Manager prior to the submission of RFP• Audited Financial Statements of the firm for the previous two financial years.
Private Limited Company	<ul style="list-style-type: none">• Audited Financial Statements* of the company for the previous two financial years.
Public Limited Company	<ul style="list-style-type: none">• Audited Financial Statements* of the company for the previous two financial years.

- Financial Statements mean Balance Sheets and profit and Loss Statements duly certified. The audited financial statements etc., are for the years 2020-2021, 2021-2022.
- In addition, the bidders should provide the information in the format asked for in Table-2

TABLE 2: FORMAT FOR PROVIDING FINANCIAL CAPABILITY INFORMATION.

(This information should be supported by the audited financial statements for the year 2020-21 to 2021-22 certified by CA Firm)

Sl. No	Name of Consortium Member	Percentage Share holding	Nature of Entity	Tangible Net Worth of the Entity	Cumulative Net Worth of the Partners**

** (Applicable only if the entity is a partnership)

12.2 TECHNICAL EXPERIENCE

12.2.1 PROJECT FINANCING AND DEVELOPMENT EXPERIENCE

Bidders may please note that they must provide the experience in developing and financing projects in this section.

TABLE 3: Format for Submission of Project Financing and Development Experience

PARTICULARS	DETAILS
Name of the Project / Facility	
Type of the Project / Facility	
Location	
Year of Commencement of Work	
Total Project Cost (in Rs.)	
Aggregate Equity Investment by the Entity (in Rs.)	
Annual turnover for the preceding year	
Reference with Tel no. and E-mail (if any) for verification of the details provided above.	

Please give details for all the relevant project / facilities. Please use only one table for each project / facility and use additional sheets as necessary, supporting documents/ brochures duly attested by the concerned entity should be attached.

12.2.2 Project Operations and Management Experience.

Bidders may please note that they have to provide the experience of themselves. The Experience of only the following entities would be considered.

TABLE 4: Format for Submission of Project Operations and Management Experience of the Technical Member.

PARTICULARS	DETAILS
Name of the Project / Facility	
Entity involved in Operations and Management	
Type of the Project / Facility	
Location	
Date of Commencement of Operations of the Project	
Date when entity began Operations and	
Management at the Project	
Total Project Cost (in Rs.)	
Annual turnover for the last two financial years	1. 2.

Bidders are required to provide documentary evidence of their experience duly attested by the concerned entity. In the absence of such proof, TUDA reserves the right not to consider the information provided by the Bidders for evaluation.

13 EXHIBIT -5: COVER 2 – BUSINESS PROPOSAL: FORMAT FOR PROJECT INFORMATION SUBMISSION

The Techno-Business Proposal shall be in the form of an information memorandum containing.

13.1 TECHNICAL INFORMATION

- 1. Brief details of project concept conforming to the minimum requirements as detailed in Annexure – 1**
- 2. Proposed Technologies/equipment for major facilities**
- 3. Project Plan – Conceptual**
 - General layout plan for the entire area
 - Space Utilization Plan for the entire area along with the proposed space for each component/
- 4. Architectural & design Plan – Conceptual**
 - Design features, specifications, and drawings.
 - Architectural elevation
- 5. Proposed Management and Technical Team**
 - Management Team during execution
 - People consisting of the Management Team
 - Their capability and management Team
 - Technical Team during execution
 - Details of Architects, Engineers, Consultants.
 - Other personnel involved.
- 6. Competency for Completing the Project within Stipulated Time**
 - Equipment and machinery supplier
 - Skilled labour
 - Manufacturing Unit
 - Any other particulars to show that the project can be completed within 3 months.

The details of the management and technical people should be given in the following format.

Sl. No	Details	Name	Designation	Qualification	Professional Experience and track record
1	During Construction				
2	Management				
3	Technical				

7. Project Completion Schedule

The Bidder shall provide a Project Completion Schedule in the Format shown below.

Period after Date of Commencement	Percentage of Work Completed	Work Completed (in cost terms)
Within 1 month		
With in 2 months		
With in 3 months		
Within 4 months		
Within 6 months		

8. PRESENTATION OF PROPOSAL

A Presentation on the business proposal may be called for and the investor may also be required to give such clarification and additional information on the capabilities, concept plan and business proposal as may be required.

14. EXHIBIT -6. COVER 3: FINANCIAL BID: FORMAT

(The financial offer should be provided in the following format.)

Date:

Place:

Vice-Chairman,
Tirupati Urban Development Authority,
Tirupati – 517 501, Andhra Pradesh
Ph: 0877-2225730,
Email: vctuda@gmail.com

Dear Sir,

Sub: Selection of Bidder for “**Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District**”,

We offer to design and develop “**Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District**”, at a project cost of Rs. _____ (in words) and on the stipulated terms and conditions.

The detailed calculations of the evaluation of the project cost as per the enclosure attached to this format.

This proposal and all other details furnished by us shall constitute a part of our offer.

We agree that our offer shall remain valid for a period of **three** months from the last date prescribed for submission of proposal.

We have carefully read the entire set of RFP documents and in token of having accepted all the terms and conditions there in are submitting here with in cover 3.

We agree to bind by this offer if we are the selected bidder.

For and on behalf of : (Company Seal)

Signature :

Name :

Designation with seal :

(Authorized Representative and Signatory of the bidding company or Lead developer)

Lead Developer :

Name of the Person :

Designation :

Seal :

PART-A

1. DETAILED SPECIFICATION OF THE PROJECT:

- 1) The bidder has to furnish the quantities for each item as per their design concept. The bidder can add or omit any item to integrate with design
- 2) The unit price should be quoted item wise of the Project as detailed below in the following format:

Sl. No.	Detailed Specification of the Item	Unit	Qty	Rate	Amount in Rs
(1)	(2)	(3)	(4)	(5)	(6)
1.00	<u>Earth Work Excavation:</u> Earthwork excavation for foundations as per drawing and technical specifications Clause 305.1	1 cum			
2.00	<u>Sand Filling:</u> Sand Filling in trenches, sides of foundations and basement with initial lead in layers not exceeding 15cm thick.	1 cum			
3.00	<u>Construction</u>				
3.01	<u>PCC 1:4:8:</u> Plain Cement Concrete (1:4:8) using 40mm HBG metal with concrete mixture for foundations etc., laid in layers of not more than 15 cms thick				
	M25 RCC work				
3.02	M25 DESIGN MIX CONCRETE corresponding to IS 456 using weigh batcher/mixer using of 20 mm HBG crushed metal 0.480 cum (641 kgs), 10 mm HBG crushed metal, 0.320 cum (416 kgs), Sand 0.400 cum (605 kgs.) and cement 380 kgs with water cement ratio of 0.480 (182.40 ltrs/ cum of CC)etc.,				
(a)	Footings	1 cum			
(b)	Pedestals	1 cum			
(c)	Plinth Beam	1 cum			
(d)	Columns	1 cum			
(e)	Slab of 125mm thick	1 sqm			
(a)	Lintel	1 cum			
(e)	RCC Wall	1 cum			
3.03	Steel Reinforcement HYSD Conforming to I.S.S., including cost and conveyance of all materials, cost of binding wire and its fabrication charges, placing in position tying grills etc.,	1 MT			
3.04	<u>Brick Masonry:</u> Brick masonry with cement mortar (1:6) prop (Cement:sand) using Common burnt clay bricks of class as per Table-1 of IS:1077-1992 Non-Modular or traditional size 23 x 11 x 7 cm from approved source having minimum crushing strength of not less than 3.5 N/sq.mm including scaffolding wherever required, watering, curing, cleaning, chiseling for conduits etc.,				
(a)	230mm thick	1 cum			
3.04	<u>Ornamental Brick work:</u> Ornamental brick work with 2nd class bricks in Cm (1:5) (using brick bats and madras	1 cum			

	terrace bricks)				
(1)	(2)	(3)	(4)	(5)	(6)
4.00	Wall Preparation				
4.01	Cement Plaster: Providing Cement Plaster of 20mm thick in a single coat of cement, crush sand mortar in a ratio of (1:3) to concrete and masonry surfaces in all positions including of hacking of RCC / Wall surfaces, preparing surface before applying plaster, proper curing, scaffolding, etc., complete	Sqm			
4.02	Cement Plaster: Providing External Cement Plaster of 12mm-15mm thick in a single coat of cement, crush sand mortar in a ratio of (1:4) to concrete and masonry surfaces in all positions including of hacking of RCC / Wall surfaces, preparing surface before applying plaster, proper curing, scaffolding, etc., complete	Sqm			
4.03	Ornamental Plaster: 1st class Ornamental plastering 1" to 1 1/4" thick with base plastering 1/2" to 3/4" in CM (1:3) and top finishing 1/2" thick with CM (1:2) to bring the required ornamentation including fine rendering with neat cement.	Sqm			
4.04	Wall Putty: Applying wall putty for New work of white cement or polymer or cement based putty of approved/standard make with average 1 to 2 mm thickness over plastered surface to prepare the surface even and smooth	Sqm			
5.00	Flooring & dadoing				
5.01	Vitrified Flooring: Providing Flooring with double charged vitrified tiles with 1:6 ratio of cement mortar on PCC surface	Sqm			
5.02	Sandstone Cladding: Cladding with natural stone of size 600x150x15mm make tile with required adhesive material.	Sqm			
6.00	Skirting				
6.01	Vitrified / Anti-Skid Tiles Skirting Providing and cladding high vitrified tile of approved make and sample for skirting in pattern as per detailed drawings in cement paste on a backing coat of cement mortar in ratio of 1:3. Skirting to be fixed flush with finished surface of wall in line and level and 6mm wide groove to be made in wall at the junction of skirting and finished surface of wall etc., complete matching to flooring				
(a)	Vitrified Tile Skirting	1Sqm			
7.00	Doors & Windows				
7.01	<u>Wooden Polymer Composite door:</u>				

(a)	28 -30 MM thick solid Wood Polymer Composite (WPC) single extruded door shutter with 3MM top and bottom rigid layer with an overall density of 750kg/Cum. It will be fixed to the frame using 3 inch /4 inch hinges.	1Sqm			
(1)	(2)	(3)	(4)	(5)	(6)
(b)	Door Frame section of 45x75 MM. The two Vertical members are to be joined together with the horizontal member using 8x50 MM long MS Star full thread screws to be used with reverse forward speed control hand drilling machine.	1 rmt			
7.03	UPVC Windows detailed specification with make and sizes of all materials is to be furnished	1Sqm			
8.00	Painting				
8.01	Acrylic Emulsion Paint: Providing and applying two coats over cement primary coat with Acrylic Interior Emulsion paint of Asian /ICI/Berger make to all internal walls/ ceiling of approved colour over a coat of water based primer including preparation of surface by thorough cleaning and wetting and applying ready make putty of Birla white: altek or wall care or equivalent	1Sqm			
8.02	Acrylic Emulsion Paint: Providing and applying two coats over cement primary coat with Acrylic Exterior Emulsion paint of Asian /ICI/Berger make to all internal walls/ ceiling of approved colour over a coat of water based primer including preparation of surface by thorough cleaning and wetting and applying ready make putty of Birla white: altek or wall care or equivalent	1Sqm			
9.00	Miscellaneous Items				
9.01	MS Sliding gate				
9.01	SS Lettering	1Sqm			
9.02	TUDA Logo	1Sqm			
10.00	Electrical Items:				
10.01	Supply and fixing of concealed 25 mm 2.20mm thick PVC pipes	1 Rmt			
10.02	Supply and run of 2 of 56/0.3mm (4.0 Sqmm) FRLS PVC insulated flexible copper cable in existing pipe	1 Rmt			
10.03	Supply and wiring with 2 run of 14/0.3mm (1.0 sq.mm) FRLS PVC insulated flexible copper cable in existing pipe	1 Rmt			
10.04	Supply and run of 1 of 22/0.3mm (1.5 Sq mm) FRLS / HFFR PVC insulated 1100V grade as per IS :694 /1990 specification for copper cable of makes finolex / RR cable	1 Rmt			
10.05	Supply, Delivery of 8 Way SPN DB with IP 30, Protection suitable for 8 Nos S.P., out goings and for 1 No Incommer etc complete as per IS 8623; IS 13032; IEC 61439-3 Makes: Milltec / Sputnik / Benlo / Vimal/ Polycab/ Precision / Amron	Each			
10.06	Supply, Delivery 40A FP Isolator Makes: Legrand	Each			

10.07	Supply and fixing of 6-32 A 10 KA SP MCB, C/D curve ISI mark of make legrand / schneider etc., complete	Each			
10.08	Supply of 63A 415V Porcelain Rewirable Fuse Units. Makes: Standard / HPL/ Havells / Sputnik / Benlo	Each			
(1)	(2)	(3)	(4)	(5)	(6)
10.09	Supply and fixing of modular box 8 or 9 modular box with cover frame	Each			
10.10	Supply and fixing of modular box 12 modular Box with cover frame	Each			
10.11	Supply and fixing of 6A/ 10 A 2/3 pin Module modular socket Legrand Arteur // Gold Medal (2 modular)	Each			
10.12	Supply and fixing of 16/6A1 way combi socket modular socket with shutter Legrand Arteur // Gold Medal (2 modular)	Each			
10.13	Supply and fixing of 20A 1 way 1 modular switch with indicator Legrand Arteur // Gold Medal (2 modular)	Each			
10.14	Supply and fixing of one modular stepped type electronic regulator	Each			
10.15	Supply and fixing of Box type LED tube light T8 of 20W including bulb and everything as one unit Makes: philips/ bajaj/ surya/ gold medal/ Crompton	Each			
10.16	Earth pits	Each			
10.17	Supply and fixing of 24W LED Slim Panel Round /Square suitable for Recessed / Surface mounting made of diecast aluminium body with powder coating, acrylic diffuser with Driver as per IS: 15885	Each			
10.18	Supply of 48" (1200mm) Sweep ISI mark Ceiling Fan as per IS 374 - 1979 and, with double ball bearings, power input not more than 50W , air delivery more than 200 cubic meter/min but without Regulator. Makes : Havells (Efficeincia)	Each			

- Note: 1) Wherever the detailed specification is not shown above, the bidder is to furnish detailed specification with all materials with brand and sizes etc.,
- 2) Bidder has to furnish the makes and sizes of the materials adopted for arriving the rates in the specifications

PART-B

ENCLOSURE – FORM OF FINANCIAL OFFER DETAILED CALCULATIONS OF PROJECT COST WITH DETAILED SPECIFICATIONS AND QUANTITIES

15. ANNEXURE 1

PROJECT DETAILS FOR THE PROPOSED “Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”,

1. Project Concepts, Design and Layout

The basic project concept conceived by the “**Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District**”.

The proposed main project components are to design and execute a unique and elegant entrance arch which brings grandeur to the developing township. TUDA proposes to enter into an agreement with the bidder for the following aspects.

A. DESIGN AND IMPLEMENTATION ASPECTS

To prepare good elevation plans, architectural designs cum execution for the entrance arch to the township as per specified in section 3

The proposed main components of construction of RCC entrance arch for the township is with suitable electrical fittings, painting, sand stone cladding and providing the logos, S.S. lettering etc., and all other required provisions and changes with respect to Road widths etc., to integrate with the design.

TUDA invites proposals from Architect cum interior designers and constructors for implementation of the project as per terms and conditions of this document. However, in addition, the bidders may develop their own concept, include items feels necessary to integrate with concept and draw up their estimates of cost, but the Authority reserves right whether to accept them or not.

The tentative estimated cost of Project is about **Rs.400.00 Lakhs**. Cost of Applications, building material Construction Specifications, Building Materials, Building Requirements, Building Services, Safety Specifications shall be as per the National Building Code of India, 2005.

16. ANNEXURE 2

FEES AND DEPOSITS TO BE PAID BY THE BIDDERS FOR THE PROPOSED “Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”,.

Bid Security

Bidders are required to submit a Bid Security in shape D.D. or Bank Guarantee as per the format (Exhibit –2) for an amount equal to Rs. 50,000/- (Rupees Fifty thousand only)

1. Development & Construction Guarantee (E.M.D.)

The Successful Bidder will be required to submit a Development & Construction Guarantee in the form of a Bank Guarantee or DD for an amount equal to **1.00%** of the Project Cost minus Bid Security Amount. Further details of the Development & Construction Guarantee shall be required to remain at the time of award. The Development & Construction Guarantee shall be required to remain valid till a period of **2** years from the date of completion of the project.

2. The Format for Financial Offer is given in Exhibit 6 of this RFP document.

3. Bidder as part of their financial offer would have to quote cost for each item of work duly specifying the specification of work per unit quantum of work excluding GST.

4. The quantum of items of works shall be evaluated based on the plans enclosed.

5. Payment will be made for the actual executed quantum of work as per the agreement rate.

6. TUDA reserves the right to make modifications in specification of work if any. The quantum of work may increase or decrease as per actual execution. Payment will be made for the increased quantum of work as per the agreement rate.

7. The bidder has to quote GST separately at applicable rates

8. Income Tax @ 1% or 2. %, and NAC @ 0.10% and Seigniorage Charges for applicable items etc., will be deducted from the payments.

PRINCIPLES OF THE AGREEMENT

FOR THE DEVELOPMENT OF PROVIDING “Construction of Entrance Arch to Padmavati Nagar Township at Surapakkasam Village in Renigunta Mandal of Tirupati District”, TO BE EXECUTED BETWEEN THE

SELECTED BIDDER & TUDA

Presented below are the guiding principles, which shall, in their final form, constitute the Agreement to be entered into between TUDA, and the Selected Bidder. The role of TUDA as implementing agency will be further detailed in the Agreement. TUDA reserves the right to nominate on its behalf any other agency to implement and monitor the project, in which case also the principles given below remain valid.

Within the broad scope of the guiding principles presented below, the principles specific to the project will be incorporated in the Agreement.

1.1 GUIDING PRINCIPLES

1.1.1 Timelines of Infrastructure Creation

Since the project implementation would be as per a pre-decided schedule, the agreement shall ensure that the project is executed as per the implementation schedule.

1.1.2 Proper design and implementation of the Facilities

The selected Bidder would effectively undertake the designs and operations so that best quality and safety standards are maintained.

PRINCIPLES OF THE AGREEMENT

1.2.1 The Preparatory and Build Stage of the Project

Location	The Project site at Padmavathi Township in Surappakasam village of Renigunta Mandal
Execution of Agreement	<p>The Agreement shall be executed between the Selected Bidder and TUDA. The Detailed Project Report (DPR) as approved by TUDA shall also be an integral part of the Agreement to be executed within 07 days from the date of LOA.</p> <p>Commencement of Construction & Completion as shall be as per mentioned in R.F.P. Selected Bidder has to submitted Rs.100/- NJS paper for agreement purpose.</p>
Projection of the Detailed Project Report	<p>The Selected Bidder would be required to prepare and submit final DPR for the Project within a period of 07 days from the date of the LOA to TUDA for approval. The DPR should adhere to the technical and design requirements specified in the plans. The DPR would give full details of the cost and detailed estimates with all justifications</p> <p>In case TUDA do not solicit any clarifications / modifications to the DPR submitted by the Selected Bidder, within</p>

	07 days of such submission, The DPR shall be deemed to have been approved.
Scope of Project	The Selected Bidder has to conform to the design of the Project, including elevation as approved by TUDA.
Project Cost	<p>The Selected Bidder shall be solely responsible for the Project Costs. In all events of change in project cost, whether upwards or downwards, due to controllable factors or otherwise, selected bidder will be solely responsible. In no event, will TUDA relax or modify the terms of the agreement due to change in Project Cost.</p> <p>TUDA reserves the right to suggest modifications, to the selected Bidder so as to match project technical & architectural specifications.</p>
Construction	<p>During the constructions phase, TUDA would concern itself only with inspection, in order to assess on-site progress and adherence to various contracted quality standards and time schedules. TUDA may engage external consultants for this purpose</p> <p>The selected Bidder shall complete the construction of the project as per the detailed design & technical specifications given in DPR, which would be annexed to the Agreement. This annexed technical specification would be consistent with the specifications specified in the RFP Document. The Development cum Construction Guarantee may be invoked by TUDA in the event of failure to achieve any milestones specified in the Approved DPR, with in the stipulated time frame.</p> <p>Any delay in construction as provided in the approved DPR would be liable for the levy of penalties. A penalty of Rs.500/- (Rupees Five Hundred only) per day to a maximum of 10% of Agreement value would be levied.</p>
Quality Assurance	<p>The Selected Bidder shall ensure that the quality of all items used in construction of the Project are as per industry best practices and are consistent with the requirements indicated in RFP and as per the detailed specification approved by TUDA to the selected bidder and should get the approval of the department before using on the work.</p> <p>The Selected Bidder shall provide, to TUDA all necessary information, to</p>

	<p>monitor the quality of the Project.</p> <p>The Selected Bidder shall also cooperate with TUDA and any official / consultant deputed by TUDA for inspection of the materials used in construction of the project.</p>
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1.2 RIGHTS RESPONSIBILITES OF DIFFERENT PARTIES

<p>Rights and responsibilities of TUDA in addition those explained here before and after</p>	<ul style="list-style-type: none">• The responsibility to provide the possession of the site to the Selected Bidder for construction of the project lies with TUDA.• TUDA has the right to take over the project if Selected Bidder defaults in fulfilling any of its obligations, rights and responsibilities detailed in the Concession Agreement.• TUDA has the right to complete the project directly or indirectly by selecting another developer in the event of default by the Selected Bidder leading to termination of the Agreement.
<p>Rights and responsibilities of Selected Bidder</p>	<p>The Selected Bidder is entirely responsible during the period of execution for the following:</p> <ul style="list-style-type: none">• Implementation of the project as per specifications mentioned in the RFP, the Letter of Award and the approved DPR.• Development of the entire concept as per designs approved by TUDA.• Adherence to the time schedules and milestones as specified in the Approved DPR

1.3.1 Commercial Issues

<p>Development & Construction Guarantee (EMD)</p>	<p>The Successful bidder must submit a Development & Construction Guarantee, which will be for an amount that would be specified in the LOA and shall be required to remain till two years period from the date of Completion of the project.</p>
<p>TUDA / Selected Bidder – Event of Default</p>	<p>In the event of Default by TUDA / selected Bidder (arising out of a material breach of the provisions of the Agreement), the same would be attempted to be remedied by way of</p>

	good faith negotiations between TUDA and selected Bidder. In the event of a failure of such negotiations, the party not in Default would have the right to terminate the Agreement.
Construction Risk	All the risks associated with the construction of the facilities, like cost overruns and time & quality risks, would be borne by the selected Bidder.

1.3.2 EVENTS OF DEFAULT

Default of Selected Bidder	<ul style="list-style-type: none">• Non-payment Development & Construction Guarantee (EMD)• Inability to meet the construction schedules and milestones specified in the DPR.• Non fulfillment of any material rights and obligations under the Agreement
TUDA Default	Non-fulfillment of the obligation of handing over the possession and registration of the Agreement.

1.4 ARBITRATION

Dispute Resolution	* Any dispute shall be referred for arbitration under Arbitration and Conciliation Act, 1996. The place of Arbitration shall be Hyderabad .
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1.5 ORDER OF PRECEDENCE

Precedence of the Document	<p>While the several documents forming the Agreement are to be taken as mutually explanatory to one another, the priority of the following documents shall, in the event of any conflict between them, be in the order set out below:</p> <ul style="list-style-type: none">• Agreement & its Annexes thereto• Detailed Project Report• Letter of Award• Forms submitted as part of RFP
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