

Request for Proposal (RFP)  
For  
Preparation of Perspective Plan, Master Plan and  
Zonal Development Plan for NUDA Region

**NELLORE URBAN DEVELOPMENT  
AUTHORITY**

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**REQUEST FOR PROPOSAL (RFP)**  
**Consultancy Services for**

- 1) Review of General Town Planning Scheme (Master Plan) for Nellore Municipal Corporation in GIS format and Preparation of new Master Plan for merging villages of Nellore Municipal corporation, Sullurupeta Municipality and Naidupeta Nagarpanchayat in GIS format with special emphasis on Urban Infrastructure, Transportation plan and Investment Plan.
  
- 2) Preparation of Perspective Plan, Master Plan and ZDPs for the entire NUDA Region in GIS format in synchronize with the ULBs.
  
- 3) Detailed Zoning Regulations.

**SECTION – 1**  
**BRIEF INTRODUCTION**

## 1 Introduction

- 1.1 **Nellore Urban Development Authority (NUDA)** was constituted on 24.03.2017 vide G.O.MS.No. 108, MA&UD DePartment, Government of Andhra Pradesh under powers granted under sections 3 and 4 of the Andhra Pradesh Metropolitan Region and Urban Development Authorities Act, 2016, with the areas for a total area of 1644.17 Sq.Kms stretching from Nellore Municipal Corporation, Kavali, Guduru, Sullurupeta Municipalities and Naidupeta Nagarapanchayat and 156 villages in 21 mandals (i.e. 145 villages in 19 mandals in SPSR Nellore District and 11 villages in 2 mandals in Chittoor District). The population of NUDA region as per Census 2011 is 13.01 Lakhs
- 1.2 As said above the functions of NUDA will be governed by under Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016 with the objective of achieving orderly (planned) growth and environmental up gradation wherever necessary. For this purpose NUDA intends to prepare a master plan covering the entire limits of 1644.17 sq.kms
- 1.3 The Government vide G.O.Ms.No. 11 Dated: 07.01.2011, G.O. Ms.No. 177,MA&UD; dt: 23.05.2002 and G.O. Ms.No. 285,MA&UD, dt: 23.05.2003 have approved the **General Town Planning Schemes (Master Plans)** for Nellore Municipal Corporation ,Kavali and Guduru Municipalities respectively under section 14 (3) of the Andhra Pradesh Town Planning Act, 1920. The government have constituted NUDA with larger objectives extending beyond the planned growth of Nellore Municipal Corporation, Kavali, Guduru Municipalities, Naidupeta areas including villages (156)to prepare a new master plan for NUDA region except the towns which are already having existing Master Plans.

### Details of Population (2011) and areas in NUDA Jurisdiction

Sl. No.	Name of ULB/ Mandal	No of Villages	Area (sq.kms)	Population (2011)	
1	Nellore Mpl.Corporation		149.36	6,00,867	
2	Kavali Municipality		60.29	97,053	
3	Gudur Municipality		9.42	73,350	
4	Sullurupeta Municipality		17.68	45,782	
5	Naidupeta Nagarapanchayat		19.40	45,055	
	<b>Sub Total</b>		<b>256.15</b>	<b>8,62,107</b>	
1	Kavali (Part)	1	Gowravaram	16.40	3346
		2	Anemadugu	10.83	3228
		3	Rudrakota	16.95	4595
	<b>Sub Total</b>		<b>44.18</b>	<b>11169</b>	
2	Jaladanki(Part)	1	Jammalapalem	11.80	2223
	<b>Sub Total</b>		<b>11.80</b>	2223	

Sl. No.	Name of ULB/ Mandal	No of Villages		Area (sq.kms)	Population (2011)
3	Bogole(Part)	1	Bitragunta	19.27	3482
		2	Bogole	25.89	13733
		3	Allimadugu	21.57	2664
		4	Kovurupalli	8.01	7045
	<b>Sub Total</b>				<b>74.74</b>
4	Dagadarthi(Part)	1	Damavaram	21.07	2817
		2	Ananthavaram	8.40	1386
		3	Kothapalli kavuri Gunta	18.91	1636
		4	Ulavapalli	8.41	1901
	<b>Sub Total</b>				<b>56.79</b>
5	Alluru	1	BatrakaGallu	12.33	1749
		2	North Amulur	10.72	1671
	<b>Sub Total</b>				<b>23.05</b>
6	Kodavaluru(Part)	1	Bodduvaripalem	12.25	4536
		2	Kothavangallu	12.72	4068
		3	Gandavaram	13.22	5522
		4	Yellayapalem	16.09	8855
		5	Allurpadu	2.54	1459
		6	North Rajupalem	3.86	6612
		7	Ramannapalem	2.87	1756
		8	Maneguntapadu	2.19	638
		9	Kodavaluru	6.96	4528
		10	Gundlammapalem	3.26	1303
		11	Talamanchi	24.01	5500
		<b>Sub Total</b>			

Sl. No.	Name of ULB/ Mandal	No of Villages		Area (sq.kms)	Population (2011)
7	Kovuru (Part)	1	Kovuru	6.28	32082
		2	Leguntapadu	4.87	3045
		3	Patur	11.29	4883
		4	Gangavaram	4.16	2228
		5	Pothireddypalem	7.89	4981
		6	Padugupadu	5.31	13919
		7	Inamadugu	11.13	7509
<b>Sub Total</b>				<b>50.93</b>	<b>68647</b>
8	Nellore (Part)	1	Devarapalem	17.68	4543
		2	Akka Cheruvupadu	2.43	513
		3	Mannavarapadu	2.60	880
		4	Amanacherla	18.76	3950
		5	Dontali	13.01	1162
		6	Kakupalli-1	8.92	3129
		7	Kakupalli-2	9.06	3187
		8	Penubarthi	12.40	1957
<b>Sub Total</b>				<b>84.86</b>	<b>19321</b>
9	T.P.Guduru(Part)	1	Chinna Cherukur	6.54	2109
		2	Varigonda	13.32	5676
<b>Sub Total</b>				<b>19.86</b>	<b>7785</b>
10	Muthukur(Part)	1	Pidatapoluru	10.18	5334
		2	Bramhadevam	10.53	6254
		3	Survepalli-5	14.53	1831

Sl. No.	Name of ULB/ Mandal	No of Villages		Area (sq.kms)	Population (2011)
		4	Amudalapadu	1.82	267
		5	Vallur	10.53	3162
		6	Pynampuram	13.98	2933
		7	Nelaturu	9.46	2774
		8	Mamidipudi	7.02	1559
		9	Valluru kandriga	0.38	470
		10	Mollur	4.28	1913
		11	Narikellapalli	8.52	3731
		12	Epuru-1B	13.94	2544
		13	Muthukuru	11.83	14333
		14	Krishnapatnam	28.89	5886
		<b>Sub Total</b>		<b>145.89</b>	<b>52791</b>
11	Venkatachalam (Part)	1	Kunkumpudi	3.11	1076
		2	Kasumuru	37.02	6894
		3	Kandalapadu	4041	722
		4	Anikepalli	11.23	5219
		5	Nagulavaram	3.75	375
		6	Kakatur	19.14	4829
		7	Kanupur-1	24.91	5500
		8	Kanupur-2	15.02	2650

Sl. No.	Name of ULB/ Mandal	No of Villages		Area (sq.kms)	Population (2011)
		9	Idimipalli	14.80	2141
		10	Survepalli-1	18.39	3658
		11	Kantipalli	4.63	2053
		12	Survepalli-2	31.11	5129
		13	Survepalli-3	12.72	3116
		14	Survepalli-4	12.77	2630
		15	Punjulurupadu	4.10	1050
		<b>Sub Total</b>		<b>217.11</b>	<b>47042</b>
12	Manubolu(Part)	1	Cherukumudi	18.59	2675
		2	Mudimudi	2.85	750
		3	Bandepalli	14.85	2380
		4	Anupallipadu	2.15	66
		5	Manubolu	22.90	9838
		6	Peduru	19.46	2849
		7	Kagitalapuru	14.66	1762
		8	Venkannapalem	10.18	1313
		9	Guruvindipudi	7.38	1192
		<b>Sub Total</b>		<b>113.02</b>	<b>22825</b>
13	Guduru (Part)	1	Guduru East	38.02	2151
		2	Nellaturu	5.59	2057
		<b>Sub Total</b>		<b>43.60</b>	<b>4208</b>
	Chillakur (Part)	1	Chillakur	10.83	5555



Sl. No.	Name of ULB/ Mandal	No of Villages		Area (sq.kms)	Population (2011)
14		2	Teepanuru	4.30	602
		3	Oduru	24053	2277
		4	Budanam	4.97	1605
		5	Nelaballi	5.07	2192
		6	Kadivadu	31.38	3568
		7	Mutyalapadu	10.59	3246
		8	Nekkala kaluva kandriga	0.49	140
		<b>Sub Total</b>		<b>92.16</b>	<b>19185</b>
15	Ojili(Part)	1	Pedda Pariya	7.24	1162
		2	Rachapalem	4.04	1084
		3	Pinaperiyapadu	1.79	132
		4	Joysulayar kandriga	2.14	498
		5	Rajupalem	4.71	688
		6	Vakativari kandriga	1.51	183
		7	Kothapeta	2.14	571
		8	Venkatareddypalem	1.10	415
		<b>Sub Total</b>		<b>24.67</b>	<b>4733</b>
16	Naidupeta(Part)	1	Timmaji Kandriga	2.09	531
		2	Vaddigunta Kandriga	1.30	891
		3	Juvvalapalem	2.86	1384
		4	Kari palliarumanchi varipalli	1.13	346
		5	Puduru	15.69	4520
		6	Vennamala	8.00	20924

Sl. No.	Name of ULB/ Mandal	No of Villages		Area (sq.kms)	Population (2011)
		7	Marlapalli	3.63	787
		8	Ayyapareddy palem	7.02	1083
		9	Kallipedu	1.52	631
		10	Pandlur	8.03	861
		<b>Sub Total</b>		<b>51.27</b>	<b>31958</b>
17	Doravari satram(Part)	1	Nelaballi	12.73	1628
		2	Yekollu	20.96	3548
		3	Tallampadu	3.08	1426
		4	Buradamadugu	1.59	244
		5	Mavillapadu	1.06	398
		6	Nelapattu	4.84	785
		7	Akkarapaka	5.44	3037
		8	Melupaka	5.69	486
		9	Ayyapalem	1.85	223
		10	Minamalamudi	2.25	739
<b>Sub Total</b>		<b>59.49</b>	<b>12514</b>		
18	Sullurupet(Part)	1	Nadellavari kandriga	2.09	718
		2	Nukalapalem	1.59	473
		3	Sarvareddy kandriga	2.00	890
		4	Kotapoluru	11.20	4198
		5	Samantha mallm	2.97	893
		6	Abaka	3.12	668

Sl. No.	Name of ULB/ Mandal	No of Villages		Area (sq.kms)	Population (2011)
		7	Jangalapalli	1.68	250
		8	Komminenipalli	2.80	997
		9	Mannematteri	7.06	2342
		10	Pandalagunta	0.37	94
		11	DegalapalemGopalareddi palem	2.71	875
		12	Gopalareddi palem	3.10	1291
		13	Kudiri	5.32	839
		14	Kudirittapkandriga	6.20	300
		15	Kuduru cheruvu Narasihmuni gunta	3.87	384
		<b>Sub Total</b>		<b>56.08</b>	<b>15212</b>
19	Tada(Part)	1	Kadaluru	7.29	2411
		2	Vendulurupadu	3.62	901
		3	Mambattu	8.29	2811
		4	Konduru	6.34	1792
		5	Pulivendra	2.04	549
		6	Akkampeta	3.64	608
		7	Gollalamaluva	1.19	225
		8	Graddagunta	6.76	1937
		9	Andagundala	11.01	2560
		10	Tada Kandriga	6.88	6123
		11	Tada	3.77	4220
		12	Pudi	3.18	1351

Sl. No.	Name of ULB/ Mandal	No of Villages		Area (sq.kms)	Population (2011)	
		<b>Sub Total</b>		<b>64.01</b>	<b>25488</b>	
20	<b>Satyavedu(Part)</b>	1	Appaiahpalem	1.12	207	
		2	Aroor	5.45	1061	
		3	Chengambakam	1.53	275	
		4	Chervi	6.55	1634	
		5	Gollavaripalem	0.81	283	
		6	Irugalam	7.30	1999	
		7	Mallavaripalem	7.69	1277	
			<b>Sub Total</b>		<b>30.45</b>	<b>6736</b>
21	<b>Varadaipalem (Part)</b>	1	Chullamathur	13.71	2286	
		2	Mopurupalli	2.38	476	
		3	Siddam Agraharam	1.93	358	
		4	Thondur	6.07	1677	
			<b>Sub Total</b>		<b>24.09</b>	<b>4797</b>
			<b>Grand Total</b>		<b>1644.17</b>	<b>13,01,602</b>

**SECTION – 2**  
**INFORMATION TO CONSULTANTS**

**SECTION 2:**  
**INFORMATION TO CONSULTANTS**

**2.1 Definitions**

- (a) "Employer/Authority" means Vice-Chairman, Nellore Urban Development Authority (NUDA) and his/her representatives
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Authority under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is, the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Data sheet" means such Part of the Instructions to Consultants used to reflect specific assignment conditions.
- (e) "Employer's Representative" means the person / personnel of the Authority, who acts as the Employer's representative to oversee the activities of consultant from time to time and as directed by Vice-Chairman, NUDA
- (f) "Day" means calendar day.
- (g) "Government" means the Government of Andhra Pradesh.
- (h) "Information to Consultants" (Section 2 of the RFP) means the document, which provides Consultants with all information needed to prepare their Proposals.
- (i) "LOI" means the Letter of Invitation
- (j) "Personnel" means professionals and support staff provided by the Consultants and their associates and assigned to perform the Services or any Part thereof. "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile headquarters in Nellore.
- (k) "RFP" means the Request For Proposal prepared by the Authority for the selection of Consultants.
- (l) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (m) "Associate(s)" means any person(s) or entity with whom the Consultant delivers/ provides any Part of the Services.
- (n) "Terms of Reference" (ToR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Authority and the Consultant, and expected results and deliverables of the assignment

- 2.1.1 The proposal will be rejected for award fit determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- 2.1.2 A firm will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract if- it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing, a contract; and
- 2.1.3 The Authority will have the right to require that a provision be included requiring consultants to permit NUDA to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of NUDA.
- 2.1.4 Consultants and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 2.1.5 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 2.1.6 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Authority will make its best effort to complete negotiations within this period. Should the need arise; however, the Authority may request Consultants to extend the validity period of their proposals.
- 2.1.7 Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit CV of new staff, being proposed in replacement, who would be considered in the final contract, after the evaluation of the Curriculum Vitae (CV). Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2.1.8 The selected consultant shall establish a local office in **Nellore** at his own cost.

## **2.2 Clarifications and Amendments and Amendment of RFP Documents**

- 2.2.1 Consultants may request clarification on any of the points contained in RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, facsimile, or electronic mail to the Authority's address indicated in the Data Sheet. The Authority will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who intend to submit proposals.

- 2.2.2 At any time before the submission of Proposals, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a firm/prospective consultant, modify the RFP documents by amendment. Any such amendment shall be issued in writing through addenda. Addenda shall be uploaded in NUDA website and shall be binding on all consultants. The Authority may at its discretion extend the deadline for the submission of Proposals.

## 2.3 Preparation of Proposal

- 2.3.1 The consultants are required to submit the proposal in two Parts in two separate envelopes/packages and put together in one single outer envelope/ package. The two Parts shall be captioned as follows on the respective envelopes:

- (a) Part 1: Technical Proposal; and
- (b) Part 2: Financial Proposal.

The proposal shall be written in English only. The Part-1 submission (Cover-1) shall contain the following information as described in ensuing sections.

### Part 1: Technical Proposal

- 2.3.2 In preparing the technical proposal, consultants are expected to examine the submission documents / format / enclosures etc., comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the proposal
- 2.3.3 During preparation of the technical proposal, consultants must give Particular attention to the following:
- (a) The estimated person-months for the assignment are stated in the Date Sheet and the Terms of Reference for information. The proposal evaluation, shall however, be based on the number of professional staff months estimated by the firm.
  - (b) It is desirable that the majority of the key professional staff proposed should preferably be permanent staff. The permanent staff would be considered those employed / working with the firm for at least one year. More weightage will be given to the personnel employed for more number of years with the firm.
  - (c) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) must be submitted for each position, and proposed professional staff must, have the minimum experience indicated in the data sheet.
  - (d) A good working knowledge of the **local language** specified in the data sheet is essential for key professional staff on this assignment. Reports must be in English language only.
  - (e) Key professional staff who are having **area acquaintance** will be given preference.



- 2.3.4 The technical proposal must provide the following information, using but not limited to the formats Form TECH 1 to TECH 8.
- (a) Form TECH-1: Technical Proposal Submission Form
  - (b) Form TECH-2: Firm/Consortium's Profile and Experience
  - (c) Form TECH-3: Comments and Suggestions on the (a) Terms of Reference (b) on data services and facilities to be provided by the employer; and (c) Appreciation of Assignment
  - (d) Form TECH-4: Description of the methodology and work plan for performing the assignment
  - (e) Form TECH-5: Team and tasks assignment
  - (f) Form TECH-6: Format of Curriculum Vitae of Proposed Key Professional Staff
  - (g) Form TECH-7: Staffing Schedule
  - (h) Form TECH-8: Work schedule
- 2.3.5 The technical proposal must not include any financial information.

### **Part 2: Financial Proposal**

- 2.3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The preparation of Financial Proposal should follow Standard Forms. It should list all costs associated with the Assignment, including (a) remuneration to the staff and (b) rentals/fixed rates/reimbursable such as subsistence (per diem, housing), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and surveys (traffic, home interview, etc.), training, software key, etc. as components of this assignment.
- 2.3.7 The Financial Proposal should clearly identify and include all the taxes, duties, fees, levies and other charges imposed under the applicable law, on the consultants, and their personnel, and include as Part of their offer, and show only Service Tax separately
- 2.3.8 Consultants have to express the price of their services in the Local currency (Indian Rupees) only. For the purpose of conversion of any foreign currency to INR, the rates as specified in the Data Sheet should be used.
- 2.3.9 The cost of the project is output based even though man months are given in the data sheet. The financial bid approved by the client and shown in the agreement is fixed and shall not be increased under any circumstances, unless and otherwise there is an addition in the scope of work.
- 2.3.10 Conditional Tenders/bids shall not be accepted.

## 2.4 Submission, Receipt and Opening of Proposals

- 2.4.1 The original proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person who signs the Proposals.
- 2.4.2 Each of the proposals, along with their relevant enclosures should be bound, paginated, with an index of submission on the first page. Unbounded submissions are liable to be treated as non-responsive.
- 2.4.3 An authorized representative of the firm shall initial all pages of original Technical and Financial Proposals. The representative's authorization shall be in the form of a written power of attorney accompanying the Proposal, or in any other form demonstrating that the representative has been duly authorized to sign. The (original) signed Technical and Financial proposals shall be marked "ORIGINAL"
- 2.4.4 Consultant must submit one original and two (2) copies of technical and one original financial proposal only. The Technical Proposal (1 original + 2 copies) must be in one envelop (Cover-1) while the Financial Proposal in original will be in a separate cover and sealed (Cover-2). The envelopes must be clearly marked on top as "Part-1: Technical Proposal and "Part-2: Financial Proposal". One soft copy of Technical Proposal, in PDF format on CD, should also be placed in the cover containing technical proposals.
- 2.4.5 The two separate envelopes containing the technical and financial proposals, should be placed in one cover and addressed to Vice-Chairman, NUDA (as per the detailed address given in Data Sheet) and labeled **Proposal for Consultancy Services for Preparation of Perspective Plan, Master Plan and Zonal Development Plans for NUDA Region.**
- 2.4.6 The completed proposals must be delivered / submitted on or before the submission time and date as stated in the data sheet. The Authority shall not be responsible for misplacement, losing or pre-matured opening, if the outer envelope is not sealed and / or not marked as stipulated.
- 2.4.7 After the deadline for submission of proposals, the outer envelope and cover-1 marked as "Part-1: Technical Proposal" shall be opened in the presence of the consultants / their Authorized Representatives who choose to attend on the date and time indicated in the data sheet. The financial proposals shall remain sealed and deposited separately.

## 2.5 Proposal Evaluation

- 2.5.1 The following procedure shall be adopted in evaluating the proposals:
- Technical Proposal:**
- 2.5.2 The Evaluation Committee appointed by the Government shall carry out evaluation of Technical Proposals. The evaluation criteria are point / marks system based as specified

in the data sheet. Each responsive proposal shall be attributed a technical score. The consultants are required to give a presentation on the proposed work plan and methodology in responding to Terms of Reference for which 30 Points are allocated out of 100 points before the Evaluation Committee. **The technical proposal should score at least 75% to be considered responsive for financial evaluation.**

**Financial Proposal:**

- 2.5.3 After the evaluation of technical proposal is completed, the Authority may notify those consultants whose Technical proposals were considered non-responsive and not qualifying as per RFP Terms of Reference, indicating that their Financial Proposals will be **returned** unopened after completing the selection process
- 2.5.4 The Authority shall inform the Consultants who have qualified in the Technical Proposal after the evaluation of Technical Proposal before the date of financial bid opening.
- 2.5.5 The Financial Proposals shall be opened in the presence of the consultants/authorized representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Authority shall prepare minutes of the financial bid opening.
- 2.5.6 The Evaluation Committee will correct any computational errors, if exist in the financial proposals. When correcting computational errors, in case of discrepancy between a total and partial amount and or between word and figures the formers will prevail.
- 2.5.7 It is expected that consultants shall determine the costs appropriately and shall take necessary care in allocating budgets adequately by major components of study.
- 2.5.8 The price bid to be considered for evaluation shall exclude Service Tax, but shall include all the other taxes, if any.
- 2.5.9 The Evaluation Committee shall consider the evaluated financial offer and/or total proposal cost and the score on price quote will be calculated in the following manner.

$S_f = 100 \times F_m / F_i$  which,

$S_f$  is the 'Financial Score' of the Financial Proposal being evaluated.

$F_m$  is the computed lowest financial proposal (inclusive of all taxes but excluding Service Tax).

$F_i$  is the Computed Price of the bidder under evaluation (inclusive of all taxes but excluding Service Tax).

The weights given to the Technical and Financial Proposals are:

$T = 0.8$  (80%)

$P = 0.2$  (20%)

Proposals will be ranked according to their combined Technical Scores (St) and Financial Scores (Sf) using the weights indicated above.

T =the weight given to the Technical Proposal;

P = the weight given to the Financial Proposal; and

S =Score

$(T + P = I)$

$S = St \times T + Sf \times P$

- 2.5.10. The percentage marks allocated to the lowest evaluated financial proposal will be 100 and to the other bids will be calculated as above.
- 2.5.11. On completion of Evaluation of Technical and Financial Proposals, final ranking of the proposals will be determined by giving weightage to Technical and Financial Proposal, as specified in the Data Sheet. The firms will be ranked based on their weighted score. The firm achieving the highest combined technical and financial score will be invited for the contract negotiations.

## **2.6 Negotiations**

- 2.6.1 Prior to the expiration of period of validity of proposal, NUDA shall notify the successful firm who submitted the highest scoring proposal in writing through registered letter, facsimile or email and invite them to negotiate the contract
- 2.6.2 Negotiations normally take two to five days. The invited consultant will, as a pre-requisite for attending negotiations, confirm availability of all nominated experts/key personnel and satisfy other pre-negotiation requirements as may be specified by NUDA. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.
- 2.6.3 Negotiations shall commence with a presentation on Technical proposal on the proposed methodology (work plan), staffing and any suggestions, which may have been made to improve the ToR. These will be discussed. Agreement must then be reached on the final TOR, the staffing which shall indicate staff months, logistics and reporting. These documents then can be incorporated in the contract as "description of services". Special attention shall be paid to clearly defining the required inputs and facilities required from the Authority to ensure satisfactory implementation of the assignment. The Authority shall prepare minutes of negotiations, which will be signed by the Authority and consultant.
- 2.6.4 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Authority's country, and the manner in which it will be

reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will not involve any discussions on neither the remuneration rates for staff nor other proposed unit rates

- 2.6.5 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the unit rates, including the man month rates).
- 2.6.6 The negotiations shall be concluded with a review of the draft Contract. The Vice-Chairman, NUDA and the firm will finalize the agreed contract.
- 2.6.7 If negotiations fail, the Vice-Chairman, NUDA will invite the second ranked consultant, whose proposal received the second highest score, to negotiate the contract.

## **2.7 Award of Contract**

- 2.7.1 After completion of negotiations with the consultants, the Authority shall award the Contract to the selected Consultant by Issuing a Letter of Intent.
- 2.7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

## **2.8 Confidentiality**

- 2.8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## **2.9 Right of Rejection**

- 2.9.1 NUDA reserves right to reject any or all proposals, to waive any informality in such proposals, to request new proposals, to revise the RFP prior to, and including, the pre-proposal meeting date, to proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of work at any time. The receipt of proposals shall not in any way, obligate the NUDA to enter into a consultancy agreement, or any other contract of any kind with the consultant. All submitted copies of the proposals shall become the property of NUDA.

## 2.10 DATA SHEET

Sl.No.	DETAILS	
1	Name of the Assignment: <b>CONSULTANCY SERVICES FOR PREPARATION OF PERSPECTIVE PLAN, MASTER PLAN AND ZONAL DEVELOPMENT PLANS FOR NUDA REGION</b>	
	1) Review of previously prepared General Town Planning Scheme (Master Plan) for Nellore Municipal Corporation, Kavali and Guduru with special emphasis municipalities on Urban infrastructure, Transport plan and Investment plan 2) Preparation of Perspective Plan, Master Plan and ZDPs for the entire NUDA Region. 3) Detailed Zoning Regulations	
2	<b>Name of the Authority: The Vice Chairman, Nellore Urban Development Authority (NUDA), Door No:26-1-891, Near Shirdi Sai temple, Mini By-Pass road, Bhaktha Vaschala Nagar, Nellore Email: nudaoffice@gmail.com</b>	
3	<b>Method of Selection of the Consultant for the Assignment: Quality &amp; Cost Based Selection (QCBS) Method</b>	
4	<b>Information on 'Key Dates' for the Request for Proposal (RFP)</b>	
	<b>EVENT</b>	<b>KEY Dates &amp; TIME</b>
a	Issue of RFP (Bid) Document	24.02.2018
b	Submission of queries/Clarifications by prospective/interested consultants through email	08.03.2018
c	Last Date for Submission of Bids (At O/o. Vice-Chairman, NUDA, Nellore (PDD – Proposal Due Date)	27.03.2018 at 3PM
d	Opening of Technical Proposals (Cover-1) by the VC of the Authority	27.03.2018 at 4PM
e	Presentation by the consultant. (At O/o Vice Chairman, NUDA)	05.04.2018 from 10AM onwards
f	Opening of Financial Bids (Cover-2) (At O/o Vice Chairman, NUDA)	23.04.2018 at 4PM
g	Contract Negotiations with the Preferred Bidder	Will be intimated
h	Letter of Award	After approval from Government
i	Signing of Contract Agreement	After approval from Government
j	Commencement of Services	After approval from Government.
	Note: Bid Processing Fees (Non-refundable) (Demand Draft may be drawn from any scheduled commercial bank in favour of Vice-Chairman, NUDA payable at 'Nellore')	Rs.50,000/- (Indian Rupees Fifty thousand only) paid through the Demand Draft (DD)
5.	<b>Financial proposals have to be submitted together with Technical &amp; Business proposals: Yes (QCBS Method), EMD of Rs.10,00,000/- in the</b>	

Sl.No.	DETAILS
	<b>form of Bank Guarantee which will be valid for 180 days beyond submission date has to be submitted along with financial proposals</b>
6.	<b>Technical and Financial proposals remain valid for 180 days after the submission date</b>
7	The contact address for any clarifications in writing: <b>The Vice Chairman, Nellore Urban Development Authority (NUDA), Door No:26-1-891, Near Shirdi Sai temple, mini By-Pass Road Bhaktha Vaschala Nagar, Nellore .Email: nudaoffice@gmail.com</b>
8	All Correspondence / Proposals shall be submitted in English only.
9	Short listed bidders may associate with other short listed Consultants: No
10	Amounts payable by the Authority to the Consultant under the contract is subject to local taxation: <b>Yes</b>
11	Consultant to state local cost in the national currency (INR): <b>Yes</b>
12	Consultant must submit two (2) Parts - one (1) original and two (2) copies of the Technical Proposal and one (1) original of Financial Proposal.
13	Financial Proposal to be submitted in sealed envelope: <b>Yes</b>
14	To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following (minimum qualification criteria): <b>Technical Capacity:</b> The applicant should have (1) Experience in the preparation (completion) of at least one (1) statutory master plan covering a minimum area of <b>200 sq.km</b> in India over the past ten (10) years (2) Experience in the preparation (completion) of atleast two (2) Detailed Master Planning of SEZ or Industrial Park or Area Development or Ports spread over a minimum area of <b>2,000</b> acres over the past ten (10) years <b>Financial Capacity:</b> The Applicant shall have received a minimum income of Rs.20 (Twenty) Crore per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients and this shall not include fees received from audit and tax services. In the case of a Consortium/JV, all consortium members may jointly meet this condition.
15	The minimum technical score required to pass is ' <b>75</b> ' from a maximum of <b>100 Points</b>
16	For any further queries contact Sri S.Dilli Rao, Vice-Chairman, <b>Nellore Urban Development Authority (NUDA), Door No:26-1-891, Near Shirdi Sai temple, Mini By-Pass Road, Bhaktha Vaschala Nagar, Nellore, Email: nudaoffice@gmail.com</b>
17	All the personnel shall have working knowledge of English and all the reports / Land use Maps/Zoning Regulations shall be written and submitted in English and Telugu.
a)	Each Key Staff proposed shall be associated with only one consultant/consortium/ JV and if the same member is proposed by two firms, the CV of the person so proposed will not be considered for

Sl.No.	DETAILS	
		evaluation in both the firms;
	b)	Consortium / JV Allowed – <b>Yes</b> ; Maximum Consortium / JV Members Allowed – <b>TWO (2)</b> Association of one firm in two/multiple consortiums is <b>Not</b> allowed
	c)	Estimated number of professional person-months required for the assignment: <b>53 Person - months for Key Professionals/Personnel, and 92Person-months for Technical Support Staff.</b>
	d)	Local Language is Telugu.



<b>KEY PROFESSIONALS</b>				
<b>The minimum required credential / experience of proposed key staff is</b>				
<b>S.No</b>	<b>Position</b>	<b>Professional Experience</b>	<b>Qualification and Specific Expertise</b>	<b>Person Months</b>
1.	Team Leader cum Urban and Regional Planner	Minimum 15 years	Shall have Postgraduate/ Postgraduate Diploma in Planning/Development Studies from an accredited college or University. Shall have experience as Team Leader for Urban and Regional Planning assignments of similar magnitude and nature. Should have relevant experience as Team Leader/Project Director in formulation of Regional Plans/Sub-Regional Plans/Metropolitan Regional Plans/Structure Plans with a population more than 1 million in India or abroad.	8
2.	Project Manager cum Planner	Minimum 10years	Shall have Postgraduate / Postgraduate Diploma in Planning/ Development Studies from an accredited college or University. Shall have experience as Project Manager/Coordinator for similar assignments. Should have experience in managing surveys/field studies/data analysis/ mapping/ Consultation.	12
3.	Socio-Economic Development Specialist	Minimum 8years	Shall have Master degree in Planning / Social sciences/Economics. Should have experience in Socio-economic aspects and their implications relating to similar large scale development projects in India or abroad.	3
4.	Market Expert	Minimum 8 years	Should have MBA or Masters in Economics with appropriate experience in market, financial and strategic assessment of industrial clusters, SEZs, ports and cities in India and abroad.	3

<b>KEY PROFESSIONALS</b>				
<b>The minimum required credential / experience of proposed key staff is</b>				
<b>S.No</b>	<b>Position</b>	<b>Professional Experience</b>	<b>Qualification and Specific Expertise</b>	<b>Person Months</b>
5.	Transportation Planner	Minimum 10 years	Shall have Masters degree in Transportation Planning with graduation in Civil Engineering or Architecture from an accredited college or University. Shall have relevant experience in transport planning assignments in Metropolitan cities/regions of similar magnitude, size and nature in India or abroad. Knowledge on National Transport Policy and JNNURM is desirable. Should have experience as Transport Modeler/Land use Transport Modeler in similar kinds of assignments.	3
6.	Water Supply and Sewerage System Specialist	Minimum 10 years	Shall have Degree in Engineering with specialization in Public Health Engineering from an accredited college/University. Shall have experience in assignments of planning/designing of integrated infrastructure (water supply, sewerage and sanitation and drainage) of Metropolitan cities/urban areas/industrial regions/area development projects of similar magnitude.	2
7.	Solid Waste Management Specialist	Minimum 10 years	Shall have a Masters in Planning/ Degree in Environmental Engineering/Sciences from an accredited college/University. Shall have relevant experience in planning of solid waste management system of Metropolitan cities/urban areas/industrial regions/area development projects of similar magnitude.	2

<b>KEY PROFESSIONALS</b>				
<b>The minimum required credential / experience of proposed key staff is</b>				
<b>S.No</b>	<b>Position</b>	<b>Professional Experience</b>	<b>Qualification and Specific Expertise</b>	<b>Person Months</b>
8.	Environmental Specialist	Minimum 10 years	Shall have at least master degree in Environmental planning / Engineering / Science from an accredited college/university. Should have experience in preparation of strategic Environment plans, EIA and EMP in area development projects. Should be conversant with safeguard policies of national and international funding agencies.	5
9.	Urban Designer	Minimum 10 years	Shall have Masters degree in Urban Design from an accredited College/University. Should have experience in Urban design aspects	5
10.	Financial Analyst cum Resources Mobilization Expert	Minimum 15 years	Shall have a master degree in Finance/ Business administration from an accredited college / University. Shall have relevant experience, including PPP aspects, in area development projects/infrastructure development projects should also have experience in Financial analysis, project structuring bid process management of infrastructure projects.	4
11.	GIS Engineer	Minimum 10 years	Shall have Masters I Post graduate diploma in Remote sensing or in GIS/ Planning from an accredited college /university. Should have worked in the capacity of a GIS expert in similar area development projects. Should have the experience of interpretation of satellite imageries and preparation of a base map for an assignment of similar scale.	6

**Key Technical Support Professionals**

<b>S. No.</b>	<b>Position</b>	<b>No. of Professional</b>	<b>Qualification</b>	<b>Person Months</b>
1.	Architect / Urban Designers	2	Shall have Masters in Architecture / Urban Design from an accredited college / university.	20
2.	Urban Planners	2	Shall have postgraduate / postgraduate diploma in planning / development studies from an accredited college or university.	24
3.	Transport Planners	2	Shall have Masters degree in Transportation Engineering / Planning with graduation in Civil Engineering from an accredited college or university.	18
4.	GIS Engineer	1	Shall have Masters / Postgraduate diploma in Remote sensing or in GIS / planning from an accredited college / university.	10
5.	Infrastructure Engineers	2	Shall have Degree in Engineering with specialization in public health engineering from an accredited college / university.	12
6.	Market/Finance Analysts	2	Shall have MBA with a specialization with finance from an accredited college or university.	8
			Total	92

In addition to above Key Personnel, the consultant is required to deploy adequate number of supporting technical staff.

**18. Criteria, sub-criteria point system for evaluation of Technical Proposal are:**

<u>S.No</u>	Aspects	Marks	Total Marks
<u>1</u>	Specific experience of the consultants related to the assignment		
a	Experience in number of Urban and Regional Planning Projects, especially Master Plan/Structure Plan/ Development plan Regional and Sub-Regional Plans. Documentary evidence, at least, copy of few pages of contract		

		agreement/letter of award from Authority needs to be enclosed. <b>Experience in City Development Plans (CDP) prepared for JnNURM funding or any other State funding and Concept Regional Plan / Development projects will not be considered</b>  <b>Each Project carries 2 Points(Maximum of 6 Points)</b>	6	
	b	Experience in number of Master Plan/Regional Plans/ Structural Plans for regions of geographical area of at least 450 sq.km. (Equivalent to the area of Project Area) anywhere in India or abroad. <b>Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered. Each Project carries 2 Points(Maximum of 6 Points)</b>	6	
	c	Experience of working on master plans / DPRs for industrial estates / townships / special economic zones / special investment zones / ports  <b>Each Project carries 1 Point</b>	2	
	d	Experience of conducting market demand assessment for new cities / urban areas / industrial townships / clusters / SEZs / ports  <b>Each Project carries 1 Point</b>	2	20
	e	Experience in number of projects involving GIS based base map preparation including ground truthing. Documentary evidence, at least, copy of few pages of contract agreement/letter of award from Authority need to be enclosed.  <b>Each Project carries 1 Point</b>	2	
	f	Turn over for immediate preceding 3 years (Not less than Rs.150.00 crores annum) and financial statements certified by statutory auditors.	2	

2	Adequacy of the proposed work plan and methodology in responding to Terms of Reference (ToR) for the three plans separately			
	a	a) Appreciation of Project Area, Comments of ToR and understanding of the assignment	10	30
		B) Approach and Methodology for overall scope of work	10	
		C) Work Plan, Activity Schedule and Staffing Schedule	10	
3	Qualification and Competence of the Key Personnel for this assignment			
		1 Team Leader-cum-Urban and Regional Planner	10	50
		2 Project Manager-cum-Planner	5	
		3 Socio-Economic Development Specialist	5	
		4 Market Expert	5	
		5 Transportation Planner	5	
		6 Water Supply and Sewerage System Specialist	5	
		7 Solid Waste Management Specialist	3	
		8 Environment Specialist	3	
		9 Urban Designer	3	
		10 Financial Analyst-cum-Resource Mobilisation Expert	3	
		11 GIS Engineer	3	
4	The number of points to be assigned to each of the key professional positions shall be determined considering the following three sub criteria and relevant percentage			
		a) General Qualifications (20%)		

		Professional/Education Qualification -15%		
		Years with the Firm - 5%		
		b) Adequacy for the assignment (70%)		
		Total Length of Experience -10%		
		Professional Experience Specific to the assignment - 60%		
		c) Experience (10%)		
		India - 5%		
		Outside India - 5%		
18		The Authority will facilitate in: Data collection and other services		
	a)	All approved Master and Zonal Development Plans and Associated Base Maps		
	b)	Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016		
	c)	Introduction letters		
	d)	Assistance in consultation with major stakeholders		
19		The expected date of commencement of consulting services: <b>After getting approval from the Government and on issue of letter of award</b>		
20		The consultancy for all the plans as per the priority detailed below is to be completed within <b>12 Calendar Months</b> from the date of commencement of the consulting services. The firm shall initiate the services 2 weeks from the date of signing of the Contract Agreement.		
	1	1) Review of General Town Planning Scheme (Master Plan) for Nellore Municipal Corporation in GIS format and Preparation of new Master Plan for merging villages of Nellore Municipal corporation ,Sullurupeta Municipality and Naidupeta Nagarpanchayat in GIS format, with special emphasis on Urban Infrastructure, Transportation plan and Investment Plan.  2) Preparation of Perspective Plan, Master Plan and ZDPs for the entire NUDA Region in GIS format in synchronize with the ULBs.		

		3) Detailed Zoning Regulations.
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**Note:1.** Project shall not be repeated for the purpose of marking.

2. Notified Draft Master Plans may also be considered.

3. For all the submitted projects, documentary evidence is a must.



**SECTION – 3**  
**TECHNICAL PROPOSAL – STANDARD FORMS**

**SECTION 3: TECHNICAL PROPOSAL – STANDARD FORMS**

Form TECH 1	Technical Proposal Submission Form
Form TECH 2	Average Annual Turnover of Applicant (All Consortium Partners in case of JV/Consortium)
Form TECH 3	Format for Joint Bidding Agreement (in case of JV/Consortium)
Form TECH 4	Format for Power of Attorney for Authorized representative
Form TECH 5	Format for Power of Attorney for Lead Member of JV/ Consortium
Form TECH 6	Firm/Consortium's Profile and Experience
Form TECH 7	Comments and Suggestions on the (a) Terms of Reference (b) on data services, and facilities to be provided by the employer; and (c) Appreciation of Assignment.
Form TECH 8	Description of the methodology and work plan for performing the assignment.
Form TECH 9	Team and tasks assignment
Form TECH 10	Format of Curriculum Vitae of Proposed Key Professional Staff.
Form TECH 11	Staffing Schedule
Form TECH 12	Work Schedule

**FORM TECH 1****TECHNICAL PROPOSAL SUBMISSION FORM**

To,  
The Vice-Chairman,  
Nellore Urban Development Authority,  
Nellore,  
Andhra Pradesh, India.

Place:  
Date:

Sir,

Sub: Hiring of Consultancy Services for **Preparation of Perspective Plan, Master Plan and Zonal Development Plans for NUDA region-** Technical Proposal.

We, the undersigned offer to provide the consulting services for the above in accordance with your request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal i.e., before [date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain.

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

**FORM TECH 2:****Average Annual Turnover of Applicant (All Consortium Partners in case of JV/Consortium – attach a separate sheet for each member of JV)**

<b>S. No</b>	<b>Financial Years</b>	<b>Revenue from Consultancy Services (INR)</b>
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
4.	2016-2017	
	<b>[Average Annual Turnover]</b>	[indicate sum of above divided by 4]

**Certificate from the Statutory Auditor**

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

1. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue may be satisfied by any member of consortium/JV or all members of the consortium/JV jointly.
2. In case the Consultant does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.
3. If 2015-2016 accounts are still being audited, please provide provisional figures.

**FORM TECH 3:**  
**Format for Joint Bidding Agreement (in case of JV / Consortium)**

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in “yyyy” format].

AMONGST

1. [COMPANY NAME], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [COMPANY NAME], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned Parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

- a) NELLORE URBAN DEVELOPMENT AUTHORITY (NUDA) having its office at D.No.26-1-891, First & Second floors, Near Shirdi Sai Temple, B.V.Nagar, Mini Bypass road , Nellore, SPSR Nellore District (here in after referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its Request for **Proposal No. XXXXXXXXXXXXX** dated ----- (the “RFQ CUM RFP”) for appointment of consultant for **Request for Proposal (RFP) for Preparation of Perspective Plan, Master Plan & Zonal Development Plan for NUDA Region** (the “Consultancy”).
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ CUM RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP
2. Consortium
  - a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.

- b) The Parties hereby undertake to Participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“Contract”) with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the Parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
- a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b) Party of the Second Part shall be **[COMPANY NAME]**; and
- Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- Party of the Second Part shall be [role]; and
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
- a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- b) Consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c) Any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
  - b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
    - i. require any consent or approval not already obtained;
    - ii. violate any Applicable Law presently in effect and having applicability to it;
    - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
    - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a Party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
    - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
  - c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
9. Miscellaneous
- a) This Joint Bidding Agreement shall be governed by laws of India.
  - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by: **[COMPANY NAME]**

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by: **[COMPANY NAME]**

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
- 2.
3. [Signature, name and address of witness]

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay 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 or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



**FORM TECH 4****Format for Power of Attorney for Authorised representative**

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub- delegate to any person, 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 consultant for [name of assignment], by Nellore Urban Development Authority (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, Participating in pre-bid 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 until the entering into of the Contract 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 WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in “yyyy” format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Accepted

[Signature]

[Name]

[Designation]

[Address]

## Notes:

1. 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 seal affixed in accordance with the required procedure.

2. 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.

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

**FORM TECH 5****Format for Power of Attorney for Lead Member of JV/ Consortium**

(To be executed by all members of the Consortium)

Whereas the Nellore Urban Development Authority (the “Authority”) has invited proposals from empanelled applicants for selection of consultant for [name of assignment], (the “Consultancy”).

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, Participate in bidders” and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in yyyy format].

SIGNED, SEALED & DELIVERED For and on behalf of

MEMBER IN-CHARGE by: **COMPANY NAME]**

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by: **[COMPANY NAME]**

[Signature]

[Name]

[Designation]

[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. 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 or official seal of all members.
2. 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.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

**FORM TECH 6****FIRM's / CONSORTIUMS' PROFILE AND EXPERIENCE****A. Consultant's Organization**

(Provide not more than 5 pages by each member of the Consortium)

**B. Consultant's Experience** (Relevant Services Carried Out in the Last Ten Years that Best Illustrate qualifications, using the format below, provide information on each reference assignment for which your firm/ Consortium (Not exceeding more than 40 pages)

Assignment Name:		Country:	
Location within Country:		Professional Staff Provided by Your Firm / Entity (Profiles).	
Name of Employer:		No. of Staff:	
Address:		No. of Staff-Months: Duration of Assignment:	
Start Date(Month/Year):	Completion Date(Month/Year):	Approx. Value of Services (in:	
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of the Project:			
Description of Actual Services Provided by Your Staff:			

Firm's Name:

**FORM TECH 7**

Comments and Suggestions on the

- (a) Terms of Reference
- (b) On data services, and facilities to be provided by the employer and
- (c) Appreciation of Assignment.

A) On the Terms of Reference:

- 1)
- 2)
- 3)
- 4)
- 5)

B) On the Data, Services, and Facilities to be provided by the Employer

- 1)
- 2)
- 3)
- 4)
- 5)

C) Appreciation of Assignment

- 1)
- 2)
- 3)
- 4)
- 5)

## **FORM TECH 8**

### **DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

a) **Technical Approach and Methodology:** In this, the consultants explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The consultants shall highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The consultants shall also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan:** In this chapter, the consultants shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing:** In this chapter, the consultants shall propose the structure and composition of the team. The consultants shall list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

**FORM TECH 9****TEAM COMPOSITION AND TASKS' ASSIGNMENT**

## 1. Key Personnel and Managerial Staff

<b>S. No.</b>	<b>Name</b>	<b>Position</b>	<b>Task</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

## 2. Technical Support Staff

<b>S. No.</b>	<b>Name</b>	<b>Position</b>	<b>Task</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



**FORM TECH 10**

**FORMAT OF CURRICULUM VITAE OF PROPOSED KEY PROFESSIONAL STAFF**

**Proposed Position:**

**Name of Firm:**

**Name of Staff:**

**Profession:**

**Date of Birth:**

**Years with Firm/ Entity:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Membership of Professional Associations:** \_\_\_\_\_

**Detailed Tasks**

**Assigned:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Key Qualifications:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about a page.]

\_\_\_\_\_  
\_\_\_\_\_

**Education**

[Summarize college/ university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about a page.]

\_\_\_\_\_  
\_\_\_\_\_

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate. Use about 5 pages.]

\_\_\_\_\_  
\_\_\_\_\_

**Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing]

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describes me, my qualifications, and my experience.

\_\_\_\_\_ Date:

(Signature of staff member or authorized representative of the Firm) Day/Month/Year

**FORM TECH 11**  
**STAFFING SCHEDULE**

S. No.	Name	Position	Months (in the Form of a Bar Chart)															
			1	2	3	4	5	6	7	8	9	10	11	12				
																		Sub Total (1)
																		Sub Total (2)
																		Sub Total (3)
																		Sub Total (4)

**Signature**

**(Authorized Representative)**

**Full Name**

**Title**

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM TECH 12**  
**WORK SCHEDULE**

**A. Field Investigation and Study Item:**

S. No.	Item of Work/Task/Sub-Task	Month Wise Program (in the form of Bar Chart) (1 <sup>st</sup> , 2 <sup>nd</sup> , etc are months from the start of the assignment)							
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>				

**B. Completion and Submission of Reports**

S.No	Report*	Program (Date)
1.	Inception Report	
2.	Reports	

\*As indicated in ToR and may be additionally added by Consultants based on Approach and Method as required for the Assignment.

(Consultants will indicate as per the requirement)

**SECTION – 4**  
**FINANCIAL PROPOSAL – STANDARD FORMS**

**SECTION 4**

**FINANCIAL PROPOSAL - STANDARD FORMS**

Financial Proposal Standard Forms shall be used to prepare the Financial Proposal according to the instructions provided in the RFP.

**Form FIN 1: Financial Proposal Submission Form**

**Form FIN 2: Summary of Costs**

**Form FIN 3: Breakup of Cost**

**Form FIN 4: Breakup of Remuneration**

**Form FIN 5: Breakup of Reimbursable Expenses**

**Form FIN 6: Breakup of Miscellaneous Expenses**

**FORM FIN 1****FINANCIAL PROPOSAL SUBMISSION FORM**

To,  
 The Vice-Chairman,  
 Nellore Urban Development Authority,  
 Nellore,  
 Andhra Pradesh, India.

Place:  
 Date:

Sir,

Sub: Hiring of Consultancy Services for **Preparation of Perspective Plan, Master Plan and Zonal Development Plans for NUDA region**- Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our (Technical and Financial Proposal). Our attached financial proposal is for the sum of (Amount in words and figures), which is inclusive of all taxes excluding service tax. Amount of Service Tax we have estimated at [Amount(s) in words and figures]

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Authorized Signature:[in Full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

**FORM FIN 2**  
**SUMMARY OF COSTS**

<b>S. No.</b>	<b>Description</b>	<b>Local Currency (INR)</b>
1.	Remuneration including	
2.	Reimbursable expenses	
3.	Miscellaneous expenses	
4.	<b>TOTAL COSTS (excluding Service Tax)</b>	
5.	Service Tax	
6.	<b>TOTAL COSTS (inclusive of all taxes)</b>	



**FORM FIN 3**  
**BREAK UP OF COSTS**

S.No	Cost Component	Local Currency (INR)
1.	Remuneration	
2.	Reimbursable	
3.	Miscellaneous expenses	

**FORM FIN 4****BREAK UP OF REMUNERATION**

Sl. No.	Name	Position	Staff Months	Remuneration			Amount (INR)
				Indicate Currency (INR)	Rate (INR)	Amount (INR)	
1.							
2.							
3.							
<b>Total Remuneration in INR</b>							

**FORM FIN 5****BREAK UP OF REIUMBURSABLE EXPENSES**

<b>S. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (INR)</b>	<b>Amount (INR)</b>
1.	Return Flights between	Trip			
2.	Miscellaneous Travel Expenses	Trip			
3.	Subsistence Allowance	Day			
4.	Local Transportation Costs*				
5.	Office Rent/Accommodation, Clerical Assistance, etc.				
6.	Surveys (cost of each survey listed in Table 1 of Section- 5 of RFP, along with quantities is to be followed. In addition, consultants may add additional surveys and investigation, if needed)				
<b>Total Reimbursable Expenses (INR)</b>					

**\*Consultants to add more rows as required**

**FORM FIN 6****BREAK UP OF MISCELLANEOUS EXPENSES**

<b>Sl No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (INR)</b>	<b>Amount (INR)</b>
1.	Office Supplies, Utilities and Communication				
2.	Drafting reproduction of reports				
3.	Office Furniture and Equipment: Computers, etc.				
4.	Software				
5.	Training				
6.	Office and establishment set up				
<b>Total Miscellaneous Expenses (INR)</b>					

**Note: Add more rows as needed**

**SECTION – 5**  
**TERMS OF REFERENCE**

## SECTION 5

### TERMS OF REFERENCE

#### 5.1 INTRODUCTION

This District was known as Vikrama Simhapuri until the 13<sup>th</sup> century and later it come to be referred to as Nellore. A mythological story from Sthala Purana depicts a lingam in the form of a stone under Nelly tree. The place gradually became Nelli-ooru and then to present day Nellore. The Government of Andhra Pradesh officially renamed the district as Sri Potti Sreeramulu Nellore District after the freedom fighter and revolutionary Potti Sree Ramulu, who died fasting in an attempt to achieve the formation of a separate state for the Telugu people. The district lies between 13° 30' and 15° 6' of Northern Longitude and 70° 5' and 80° 15' of Eastern Latitude. The district has population of 29, 63,557 as per the 2011 Census which accounts to 3.5% of the total population of the State with 11.55% decadal growth.

#### **SEZ covered in NUDA:**

- **Sri City SEZ:** Most popular SEZ under private management near Tada on Tamil Nadu border spread across Nellore and Chittoor districts.
- **Menakuru SEZ:** Notified in Feb 2009, it is a multi-product SEZ near Naidupeta in 2550 acres covering Dwarakapuram, Pallepalem, Menkuru, Konetraju palem and Palluchuru villages with 3,000 employment potential.
- **MAS Fabric Parks:** Notified in Nov 2007, it is a textile and apparel SEZ in Chintavaram near Chillakur spread over 583 acres and an employment potential of 30,000.
- **Mambattu SEZ:** Spread over 250 acres in Mambattu village near Sullurupet, the SEZ is managed by APIIC. It is said to have an employment potential of 10,000.
- **Krishnapatnam SEZ:** A multi-product SEZ near Chillakur village of Kota Mandal spread over 2526 acres with an employment potential of 2,000.
- **Apache SEZ:** Notified in Aug 2006, it is footwear SEZ spread over 257 acres with an employment.

#### **Mineral Resources:**

The soils of the District are classified as red, black and sandy. The red soils are predominant with 40% of the area whereas black cotton soil and sandy loams occupy 23% and 34% of the area respectively.

Mica, Quartz, Feldspar, Vermiculite and Barites. Other major constituents are Silica Sand and Lignite occurring in major parts of the District.

- Barites available in Vinjamur Mandal
- Quartz available in Rapur, Giddalur, Chaganam of Momidi Mandal, Gudur, and Chittamur Mandals
- Vermiculite available in Ramchapalem, Ramarangapuram of Gudur, and Rapur Mandal.

### **Marine Resources:**

Nellore district has a long Coast line With ‘Scampi’ under cultivation; farmers are having a good time in the Aquaculture. Fish is also available in plenty and good number of aqua processing plants, feed mills and ice plants are exist in the district.

The most important mineral produced and exported from the district is mica. Three varieties of mica namely white, ruby and green are obtained. The other minerals found are Quartz, Silica sand, Lime shell, Lime kankar, Barytes, Copper ore, Vermiculite and china clay. Based on these minerals a few Industries both in Large, Medium and SSI sectors have come up. Still there is scope to set up similar types of industries. Lime shell occurs along the borders of the Pulicat Lake. It can be commercially utilized in lime calcination plants for production of pure hydrated lime, which is in great demand for use in various chemicals and as bleaching powder. Barytes is noticed near Vinjamur Mandal. Lime stone of gray and pink colour is also reported to exist in Vinjamur Mandal. Considerable deposits of quartz of purity up to 98% silica are available in Rapur, Giddalur and Chaganam villages, West of Gudur.

Extensive deposits of glass grade silica sand occur in Momidi, Chintavaram, Ballavolu of Gudurmandal, Chittamur Mandal and in Pannamgadu village of Tada mandal. Vermiculite is available at Rachapalem, Tippareddypalli and Ramarangapuram of Gudur Mandal, Mittatmakur and Gatlapaem of Rapur Mandal.

### **Forest resources:**

Forest area accounts for 18.7% of the total area of the District, extending over 2.46 Lakh Hectares in the district. The main forest produces are Timber, Bamboo, Cashew nut, honey and firewood. A few units can be set up utilizing the available Cashew nut. The minor forest produce are Broom Grass, Tamarind and Soap nuts.

### **Nellore Coastal profile**

Nellore's coastal zone is the source of livelihood for thousands of people and one of AndhraPradesh's - India's largest Shrimp production state - major brackish water Shrimp farming areas. Aquaculture in Nellore provides significant employment and a connection to the global marketplace, so it plays a key role in local and regional economic development. Against this background the national and local authorities would like to have the aquaculture industry expand. However

Nellore, the district this paper focuses on, is a coastal area in the southern part of the Indian federal state Andhra Pradesh. It is located along the Bay of Bengal and it has a coastline of 163 km.

‘Pulicat’ is the largest salt water lake in the country, located in Nellore and spreads between Andhra Pradesh and Tamil Nadu. This is one of the famous attractions in south India. In this region, the river Akhanda Godavari splits into several tributary branches, including the

Gouthami, Vasishta, Vainatheya, and Vruddha Gouthami, before emptying into the Bay of Bengal.

In the context of the above and envisaging the future growth potential of the region, Nellore Urban Development Authority (NUDA) was constituted on 24.03.2017 vide G.O.Ms.No.108, MA&UD Department, Government of Andhra Pradesh under powers granted under sections 3 and 4 of the Andhra Pradesh Metropolitan Region and Urban Development Authorities Act, 2016 with Nellore Municipal Corporation, Kavali, Guduru, Sullurupeta Municipalities, Naidupeta Nagarapanchayat with the jurisdiction covering 156 villages in 21 mandals (i.e, 145 villages in 19 mandals in SPSR Nellore District and 11 villages in 2 mandals in Chittoor District. This authority is going to be notified under Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016. The area under NUDA covers a total of 1644.17sq.kms. The population of NUDA region as per Census 2011 is **13.01 Lakhs**

The functions of NUDA are governed by Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016 with the objective of achieving orderly (planned) growth and environmental up gradation wherever necessary. For this purpose NUDA intends to prepare a Master plan covering the entire limits of 1644.17Sq.kms.

The Government vide G.O.MS.No. 11 Dated: 07.01.2011 have approved the **General Town Planning Scheme (Master Plan)** for Nellore Municipal Corporation. Regarding Kavali and Guduru Municipalities vide G.O. Ms. No. 177, MA&UD; dt: 23.05.2002 and G.O.Ms.No. 285,MA&UD; dt.23.05.2003 Master plans were approved under section 14 (3) of the Andhra Pradesh Town Planning Act, 1920 (which is more than 14 years).Sullurupeta municipality, Naidupeta Nagarpanchayat and merging villages of Nellore Municipal Corporation Master plans yet to be prepare

The government decided to constitute NUDA with larger objectives extending beyond the planned growth of existing ULB's Master Plans. At present Sullurupeta, Naidupeta ULBs and merging villages of Nellore Municipal corporation shall be prepared new Master Plan and including villages (156).

**Review of previously prepared General Town Planning Scheme (Master Plan) for Nellore Municipal corporation, Kavali and Guduru municipalities and preparation of Master Plan for merging villages of Nellore Mpl. Corporation, Gudur municipality and Naidupeta Nagarpanchayat areas including villages (156) to prepare a new master plan for NUDA with special emphasis on Urban infrastructure and investment plan – keeping in view the potential industrial and tourism development envisaged. The key objective of this exercise is to**

Determine the carrying capacity of the NUDA region, considering its location in an eco-sensitive zone and should be based on assumptions of a decent and adequate quality of life, based on the acceptable / appropriate infrastructure, amenities and the available natural resources.



- Assessment of potential industrial development including projection of future employment
  - Estimate the population and activity level that can be supported in relation to levels of urban development (Density, location, land-uses, scale, etc.).
  - Produce a comprehensive report that analyses the status, suitability and sufficiency of various infrastructural facilities, utilities, and natural resources available and planned for the area.
  - Develop the carrying capacity assessment framework using environmental information, derived from field surveys and satellite images using carrying capacity assessment process Methods or Tools
  - Considering Development conditions- Land-use, development density, population, traffic volumes, Microclimate Solar radiation, wind direction, wind velocity, atmospheric pressure, temperature, humidity Vegetation, absorption abilities, soil, carbon footprint, etc.
- a) **Revision of existing master plan keeping in view the proposed industrial development**
  - b) **To facilitate high quality urban infrastructure to improve the quality of life.**
  - c) **To conserve, revitalize the system of water bodies (Penna River) and reduction of pollution**
  - d) **To develop river front development along Penna River**
  - e) **Urban renewal schemes for congested areas in ULBs**
  - f) **Suggest self-financing projects to improve the infrastructure.**
  - g) **Suggest urban design guide lines**
  - h) **Suggest Policy Interventions for each sector and Plan Implementation Mechanism.**

A map showing the jurisdiction of NUDA region (hereinafter, referred to as the Project Area) is enclosed in Appendix – 2 and demographic details are illustrated in Appendix – 1.

The purpose of the Terms of Reference (ToR) is to describe the context and scope of the consultancy assignment. The Perspective Plan, Master Plan and Zonal Development Plans shall be prepared in accordance with Chapter IV Section 11 of Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016.

## **5.2 OBJECTIVES OF THE PROJECT**

1. The Project envisages preparation of the Perspective Plan, Master Plan and Zonal Development Plans for the project area, aims at sustainable development evolving development vision and road map for balanced growth of the region by regulating future spatial development to be envisaged for the horizon year, 2038. The Master Plan will be a constitutional instrument as it conforms to the provisions stated in Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016.

## 2. The specific objectives of the Project are as under:

- (a) The Perspective Plan, Master plan and Zonal Development Plans for project area should be prepared integrating the road pattern and land uses proposed in the approved Master plan and ZDP for the horizon year 2038.
- (b) **A Road Map for regulating future growth:** Prepare a Perspective Plan, Master Plan and Zonal Development Plan and revision of ZDPs in accordance with provisions of Chapter – IV Section 11, Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016, envisaging a Land use Plan, considering potential growth and emerging development pressure and provide a road map/strategies for regulating future growth in a planned manner for the project Area.
- (c) **Environmental Sustainability:** Prepare a Master avoiding potential adverse implications on existing environmental resources including rich Agricultural hinter land with many canals and river, forest areas, sanctuaries, heritage precincts bio-diversity areas, water bodies, in compliance with other legislations of Government of India. Prepare a Perspective Plan, Master Plan and Zonal Development Plan supported by strategic environmental Plan.
- (d) **Location Plan:** Through a realistic estimated demand, prepare a Master Plan, which suggests appropriate locations for future employment areas, new growth centers, counter magnets , and provides for adequate land for key public infrastructure including hierarchy of roads, modern, feasible and efficient public transportation system, transportation terminals, trunk water supply system, waste water and solid waste management system and disposal areas, trunk power supply and key institutional, social and recreational facilities preferably through land use modeling.
- (e) **Transportation Plan based on Land use – Transportation Model to guide development:** Prepare a Master Plan, which focuses on transportation plan and infrastructure, assessed through detailed field studies and surveys, realistic estimation of transportation demand in the base year and future travel demand pattern based on land-use transportation model within the Project Area.
- (f) **Participatory and Consultative Plan:** Prepare a Master Plan, which combines perceptions and visions of various stakeholders including civil society of both urban and rural areas, agriculture community, industrialists, traders, elected representatives, academicians, government and non- governmental organizations.
- (g) **Capital Investment Plan and Resource Mobilization Strategies (Business Plan):** Prepare a Master Plan, which identifies key infrastructure projects, estimated capital investment, resource mobilization strategies and realistic implementation plan. Prepare an exclusive document on "Working Plan" to facilitate NUDA, in implementation of short, medium and long term projects that are translated from the Master Plan. The Working Plan shall help NUDA for accessing funding for various infrastructure projects.

- (h) Planning strategies on conservation and ecologically sensitive zones and archeological protection areas.
- (i) Evaluation of Housing strategies and plan for socio-economic condition wise future housing need and stock.
- (j) Urban environmental plan to conserve the ecosystem and suggest ways and means to contain pollution.
- (k) Urban design/renewal plans for the core areas and in the zones of archeological monuments.
- (l) Prepare implementable action plans for short term and medium term plans.
- (m) Planning strategies on conservation of water bodies, improve the quality of water riverfront developments and tourist spots identification and development strategies.

### 5.3 SCOPE OF SERVICES

The scope of the services for the preparation of the Master Plan for the NUDA jurisdiction Area will be carried out through Five Stages as follows:

- (a) Stage-1: Existing Situation Assessment
- (b) Stage-2: Vision-2038 and Strategy Formulation
- (c) Stage-3: Final Spatial Strategy and Preliminary Master Plan
- (d) Stage-4: Draft Perspective Plan, Master Plan and Draft Zonal Development Plans including detailed Zoning Regulations
- (e) Stage-5: Assistance to NUDA in notification and finalization of Draft Perspective Plan, Master Plan, Zonal Development Plans, Zoning Regulations and action Plans.

#### 5.3.1 STAGE - 1: EXISTING SITUATION ASSESSMENT

This stage represents the initiation of the Master Plan preparation. The scope of work in this stage is a comprehensive assessment of the existing situation and identification of the general trends of socio-economic development at the regional level Furthermore, the stage will concentrate on the assessment of available data and information and accuracy of this data in terms of quantity, quality and it's adequacy for the purpose of the preparation of the intended Master Plan. Therefore, the Consultants shall collect all available data and conduct all necessary surveys and researches as described in this Stage. **The scope of work of this stage shall be accomplished in Five (5) Tasks as follows:**

##### **Task 1: Data Collection and Review and Documentation of Policies, Strategies and Plans**

1. The task will draw a comprehensive picture of the existing socio-economic conditions, physical characteristics both built up and natural and assembly and appraisal of all of the data in order to identify existing development trends and issues. Furthermore, the Consultants

shall fully comprehend all existing policies, plans, strategies and laws that influence the planning practices and execution of the approved plans. The activities to be carried in this Task are as follows:

(a) Review of all sectoral policies, strategies and plans on regional economic development, industrial policy, State SEZ policy, tourism and heritage conservation, PPP framework, protection of environmental resources etc.

(b) Review and documentation of policies, strategies and plans through collection of data and information which includes village maps, town maps, cadastral maps, procurement of high resolution satellite imageries from various sources of government Departments and other sources; and

(c) Compile all available spatial and attribute data, regarding existing conditions in the Project Area covering, but not limited to the following areas:

(i) Socio-economic data including economic base characteristics of various economic sectors (agriculture, animal husbandry, fisheries, industry and tourism), employment, population and demographic characteristics, industrial base, prevalent sectors and output, etc.

(ii) Environment and Natural Resources including forests, rivers, lakes and other water resources and protected areas, natural drainage areas and flooding areas, ravines, sanctuaries/bio-diversity areas, mining and quarrying, high value natural scenic sites including the heritage areas etc related to the environmental concerns.

(iii) Physiographic and geology including climate, winds, topography, geology, natural risk sites etc.

(iv) Human settlement hierarchy, function and distribution: including urban and rural settlements/habitats.

(v) Built-up environment and existing land use.

(vi) Transportation infrastructure including road based, rail based, waterways and air transport and networks.

(vii) Physical infrastructure data including water supply and networks, Electricity supply and network, sewerage system, telecommunication, solid waste treatment facilities.

(viii) Social infrastructure data including hierarchy of educational, health and other community facilities, their distribution and accessibility.

(ix) Projects under implementation including the inventory of all infrastructures, Tourism, housing and real estate projects under construction.

## **2. Having accomplished the above activities, Consultants shall:**

(a) Assess the quality and quantity of data available at the regional and other hierarchal levels.

(b) Identify the gaps in terms of information needed and the approach and methods to overcome such deficiency.

(c) Conduct all necessary field studies and surveys to update missing data and information needed for preparation of the Project.

**NUDA will facilitate for the following:**

- (1) GIS base maps for Nellore Municipal Corporation, Sullurupeta Municipality, Naidupeta Nagarpanchayat through APMDP will be given to Consultants.
- (2) NRSA satellite map images shall be procured by Consultants for the rest of the area (other than 5ULB areas).
- (3) Cadastral maps for the entire region is to be procured by the consultant.
- (4) Soft copy and/or hard copy of layouts approved by Nellore Municipal Corporation, Kavali, Guduru and Sullurupeta Municipalities, Naidupeta Nagarpanchayat and Layouts approved by Town and Country Planning Department in twenty one Mandals have to be procured by the consultant.
- (5) Reports and Plans (hard copies) of the Master Plans and Zonal Development Plans are to be procured by the consultant.
- (6) All master plans/DPRs for industrial areas, clusters, etc. prepared by other government agencies within NUDA are to be procured by the consultant.
- (7) Change of land use proposal approved by Government is to be procured by the consultant.
- (8) Introduction letter to the concerned agencies for obtaining necessary information
- (9) Issuing press notifications, advertisements and letters as required for undertaking surveys, field investigation and consultation.
- (10) Participation in consultations with stake holders

3. Studies and Surveys - Based on initial understanding of Project Area, NUDA identified following list of essential surveys.

**Table – 1: Type of Surveys / Studies and Quantity**

Sl. No.	Surveys / Studies
1.	<b>Base Map Preparation</b>
1.1	Satellite data processing with survey Ground Control Points(GCPs)- Less than 1 meter resolution
1.2	Geo-rectification and digitization (Base map preparation)
2.	<b>LAND USE SURVEY AT URBAN AREAS (ground verification of geo rectified and digitized map at sample areas)</b>
3.	<b>TRAFFIC SURVEYS</b>
3.1	Traffic Volume Count (TVC) and OD surveys
3.2	Turning Movement Surveys
3.3	Road Inventory Survey of Strategic Road Network
3.4	Speed & Delay Survey on Major/Strategic Roads

3.5	Parking Surveys
3.6	Public Transport terminal Survey
3.7	For the rest of the areas the following data from comprehensive mobility plan may be adopted and any missing vital data is to be procured by consultant
4.	<b>HOME INTERVIEW SURVEY (HIS) ON SAMPLE BASIS (2 to 2.5%)</b>
4.1	Housing typologies
5.	<b>STAKE HOLDERS' CONSULTATIONS*</b>
5.1	Village Community
5.2	District level at two stages
6.	<b>HERITAGE AND CONSERVATION PROPERTIES SURVEY</b>
7.	<b>PHYSICAL INFRASTRUCTURE MAPPING (through compilation of data/information from concerned Departments)</b>
7.1	Water Supply System Mapping with ground verification
7.2	Water resources existing in NUDA region
7.3	Sewerage System Mapping with ground verification
7.4	Power Supply System Mapping with ground verification
7.5	Solid Waste Management System Mapping with ground verification
8.	<b>ENVIRONMENTAL QUALITY SURVEYS - ONE SEASON</b>
8.1	Air Quality Surveys
8.2	Noise Quality Surveys
8.3	Water Quality (Surface I Ground Water)
9.	<b>BIODIVERSITY SURVEYS</b>

\* Documentation of all stakeholder consultation has to be done with photographs, record Minutes of Meeting along with analysis and findings

- The expenditure on conducting stakeholder meetings including venue shall be borne by the consultants. The required materials for the meetings/workshops shall be provided by the consultants.

## **Task – 2: BASE MAP PREPARATION**

- (a) (i) Digitization of land use through Adangals, satellite imagery and ground truth verification
- (ii) Key Projects under implementation or committed
- (iii) Infrastructure and Utilities mapping, wherever available, from concerned Government Departments.
- (iv) Reconfirmation of village maps with survey Nos. bringing them to uniform scale i.e. 1:8000 for master plan, 1:4000 for Zonal Development Plans (methodology adopted) (v) Superimpose these prepared combined maps/plans on satellite imagery.
- (v) Complete base map including all spatial data to be converted to ESRI's personal geo database format and in AUTOCAD format also.

## **Task – 3: ANALYSIS AND ASSESMENT OF SITUATION**

1. Based on the above, the Consultants shall conduct the assessment of the existing situation and identify issues, opportunities and challenges. The task shall cover with SWOT analysis (but not limited to) the following:

- (a) Review of all sectoral policies, strategies and plans and G.O.s existed;
- (b) Status of present NUDA region in terms of implementation strategies;
- (c) Demographic characteristics;
- (d) Real Estate Market Survey and Assessment
- (e) Regional Economic base assessment - Inventory of existing, on-going and proposed land use, industry and infrastructure development initiatives in the vicinity of the proposed project area
- (f) Economic sectors' assessment- Determine sectors where NUDA region exhibits competitive strengths such skilled manpower, resource base, cost advantage, etc.
- (g) Study of Economic and Investments Scenario in Andhra Pradesh including the trends in economy, investment attractiveness, comparison with other states and regions, leading destinations of investments, attractiveness of NUDA from an investment standpoint
- (h) Transportation sector assessment
- (i) Infrastructure and utilities;
- (j) Slums and urban poverty.
- (k) Heritage and conservation;
- (l) Water resources and water management.
- (m) Geo-morphological studies (based on available studies and investigation);
- (n) Water bodies and conservation
- (o) Environmental Mapping and Strategic Environment Assessment; and
- (p) Spatial planning efforts and land use preferably land use modeling
- (q) Determine the carrying capacity of the NUDA region, should be based on assumptions of a decent and adequate quality of life, based on the acceptable / appropriate infrastructure, amenities and the available natural resources.

- (r) Should produce a comprehensive report that analyses the status, suitability and sufficiency of various infrastructural facilities, utilities, and natural resources available and planned for the area.
- (s) Develop the carrying capacity assessment framework using environmental information, derived from field surveys and satellite images using carrying capacity assessment process Methods or Tools
- (t) Considering Development conditions- Land-use, development density, population, traffic volumes, Microclimate Solar radiation, wind direction, wind velocity, atmospheric pressure, temperature, humidity Vegetation, absorption abilities, soil, carbon footprint etc."

#### **Task - 4: Stakeholder Consultations**

1. The Master Plan shall adopt Participatory approach by conducting interactive sessions. Therefore, consultants shall devise effective strategy to conduct consultation with stakeholders including civil society of both urban and rural areas, agriculture community, industrialists, traders, elected representatives, academicians, government and non-governmental organizations.
2. A minimum number of various levels of consultations and workshops at village/mandals. However, Consultants may propose additional number of consultation, if needed.
3. Additionally, the consultant should carry out one to one interactions with key players in the industrial sector in Andhra Pradesh on their views on industrial growth in NUDA region (format for industry interactions to be finalized in consultation with the Authority)
4. The entire expenditure on conducting workshops/meetings shall be borne by the consultant only.

#### **5.3.2 STAGE- 2: VISION - 2038 AND STRATEGY FORMULATION**

1. Based on the detailed analysis and assessment of the development status and current trends in the Project Area carried out during Stage -1, the Consultants shall develop alternative strategies to achieve the goals and objective of the sustainable development in the Project Area in the light of State level policies including AP Vision Document and NUDA Vision – 2038.
2. In this stage, the Consultants shall carry out, but not limited to, the following:
  - (a) Identification of opportunities, strengths and weaknesses and threats for the development of the NUDA region
  - (b) Formulate a Development Vision for 2038 stating Vision Statement, targets and Strategies to achieve goals.
  - (c) Make a realistic demand assessment on key economic activities and employment opportunities - Demand Assessment to analyze future development prospects, identify target sectors / markets based on the competitive and comparative advantage to enhance the pace of economic development, and ensure balanced development



- (d) Finalize on industries within each sector in which the local area holds clear advantage-like local skill availability, market access, raw material availability, external infrastructure quality and linkages, foreign FDI interests
- (e) Developing the estimate for the likely space demand from the identified target industries for space within the NUDA
- (f) Development of a product mix to be used as a basis for the preparation of the final land use plan which will include among other things, a list of industries and activities with land requirements
- (g) Demographic projection up to 2038 and estimate future demand on housing and other physical and social infrastructure.
- (h) Evolve 2-3 alternative scenarios for spatial growth up to 2038.
- (i) With inputs from transportation model, and other key parameters evaluate all 2-3 alternative scenarios and finally chose preferred alternative
- (j) Each of proposed alternatives shall discuss the following:
  - (i) The vision of the regional/City spatial structure and the likely scale of development in the context of demographic trends, including migration patterns and housing issues.
  - (ii) The implications of the above on the distribution of population and activities and on the land use and environment.
  - (iii)The role and feasibility of developing growth centers that can attract inward investment and efficient infrastructure
  - (iv)Economic sector development and employment generation, strategic plans to invite foreign investments at strategic growth points for economic sustainability and balanced growth.
  - (v) The distribution of population and economic activities and urban rural linkages and the development of rural economy and necessary infrastructure to sustain.
  - (vi)The holding capacities of various environmental factors to be assessed for sustainable development
  - (vii) Identification of key commercially viable real estate / infrastructure projects that can be to be taken by the Authority or other government agencies based on a detailed real estate market assessment
  - (viii) Regional and Urban Infrastructure in terms of transport, water supply, power and communication, urban environment quality including waste management and flood control.
  - (ix)The Management of Environment, and Natural Resources
    - The integration of the capacity of the environment to accommodate in the proposed strategy.
    - The maintenance and enhancing of the quality and diversity of natural and cultural heritage and tourism.

### **5.3.3 STAGE- 3: SPATIAL STRATEGY AND PRELIMINARY PLANS**

1. Upon approval of the preferred strategy, the Consultants shall formulate the final spatial strategy and the resultant preliminary land use plan. The preliminary land use plan shall be prepared to the detailed level described below and by incorporating all comments and feedback

from the Authority, however, in accordance with the provisions of Chapter – IV Section 11 of Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016. The scale of Base- map and Land use maps shall be 1:4000 for urban areas and 1:8,000 for the rural areas.

- (a) General zoning covering the whole Project Area and defining clearly all types of land uses including open space, protected and productive areas -
- (b) Transportation Plan-structure plan for road network with hierarchy of roads and rail network
- (c) Trunk level water supply system, sewerage system
- (d) Social Infrastructure including health, education, recreation, sports, etc.
- (e) Commercial centers at the regional town and district levels.
- (f) Solid waste and waste water treatment facilities.
- (g) Major resources and distribution system of water, power, sewerage disposal system.
- (h) Heritage, Tourism and conservation system
- (i) Micro level planning to promote tourism, heritage and pilgrimage
- (j) Conservation of ecosystem and water bodies and action plans for water harvesting

2. Strategy report will include the following:

- (a) Regional Setting
- (b) Current socio-economic condition and trends
- (c) Projections based on current trends
- (d) Opportunities and challenges
- (e) Proposed development strategy
- (f) Projections based on the proposed strategy
- (g) Spatial implications of the proposed strategy

3. The other reports of Preliminary Draft Master Plan shall include the following:

- (a) Transport Sector Plan
- (b) Strategic Environmental Action Plan
- (c) Strategic Real Estate and Industrial Development Plan
- (d) Development control and zoning regulations.
- (e) Capital Investment action Plans for the consecutive 5 year development plans covering the period of the strategy (20 years), along with preliminary cost estimate of each proposal on priority.

#### **5.3.4 STAGE - 4:**

**1) Review of previously prepared General Town Planning Scheme (Master Plan) for Nellore Municipal Corporation, Kavali and Guduru Municipalities with special emphasis on urban infrastructure and investment plan**

**2) Preparation of Perspective Plan for areas outside of Nellore, Kavali and Guduru Master Plan area**

The Consultants shall prepare Draft Plans and submit to NUDA for notification as per provision of **Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016**.

#### **5.3.4 STAGE - 5: ASSISTANCE TO NUDA IN NOTIFICATION & FINALISATION OF DEVELOPMENT PLANS**

1. Consultant shall facilitate NUDA in notification of Draft Perspective Plan, Master Plan and Draft Zonal Development Plans. As per provision of **Andhra Pradesh Metropolitan Region and Urban Development Authorities Act 2016**, it will be open for 30 days. Upon receipt of objections and suggestions, the same shall be compiled. In consultation with NUDA, strategies to incorporate objections and suggestions will be finalized, thereafter, they shall incorporate the same in Final Draft Perspective Plan, Master Plan and Zonal Development Plans, and submit to NUDA. Further, NUDA will then submit the same to the Government of Andhra Pradesh for approval. The proposed land use plan shall be superimposed on to village maps, showing revenue boundaries and survey numbers. The consultants shall also submit a "land use register", showing survey numbers by each village of NUDA region.

2. Along with Final Draft Master Plan and Zonal Development Plans, the Consultants shall submit all Plans and drawings in GIS platform in an agreeable format to the Authority. The study area maps shall be digitized on GIS Platform based on interpretation of the satellite imagery. The maps prepared shall be in compliance with the National Urban Information System (NUIS) GIS Database structure. The master plan shall be delivered at 1:8000 scales. However data capture for the master plan has to be at 1:4000 Scales for using the same database as base map for Zonal Development Plan preparation. The Master plan for urban areas shall be delivered at 1:4000 also separately. The digital database shall be provided in GIS Platform and also in AutoCAD platform to the Authority.

3. Consultants shall prepare action plans for short and medium term.

### **5.4 DELIVERABLES AND TIMELINE**

The project shall be completed within a period of 12 months from the commencement date. The time line for mile stones / deliverables identified shall be as follows:

<b>Sl. No.</b>	<b>Milestones/Deliverables</b>	<b>No. of Copies (Hard &amp; Soft Copies)</b>	<b>Completion / Submission Time (at the end of) (from date of award of contract)</b>
1.	Submission of inception Report	10	1 Month
2.	Preparation and updating of base maps	10	2 Months
3.	All field survey reports & study maps including traffic & transportation with due analysis	10	3 Months
4.	Submission of Draft Existing Land Use Map incorporating all information available Adangal registers, interpreted from satellite imageries with due regard to field verification (with land use register, village wise & survey number wise)	10	5 Months
5.	Submission of Consultation Report with citizens and all stakeholders	10	5 Months 2 Weeks
6.	Submission of Vision & Strategy Formulation Report of Perspective and Draft Master Plan and ZDPs	10	6 Months
7.	Submission and Notification of Draft Perspective Plan	10	7 Months
8.	Submission of formats for Notification & Publication of Draft Master Plan and Zonal Development Plans (ZDPs) and Notification of the Plans	5	8 Months
9.	Consolidation of Public Objections & Suggestions on Draft Perspective Plan	5	8 Months 2 Week
10	Consolidation of Public Objections & Suggestions on Draft Master Plan and ZDPs	5	10 Months
11	Report on Addressal of Comments & Suggestions into the final Draft Perspective Plan	10	10 Months
12	Report on Addressal of Comments & Suggestions into the final Draft Master Plans & ZDPs	10	11 Months

13	(a) Submission of Final Draft Perspective Plan (b) Submission of Final Draft Master Plan and ZDPs to <b>NUDA</b> so as to submit the same to Government for approval (c) Action Plan for Short & Medium Term	10	12 <sup>th</sup> Month
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In addition to the above, the consultants shall submit monthly progress reports indicating the progress of the study in terms of schedule activity versus actual status, reasons for delay (if any) and the likely action plan for the following months

### **5.5 PAYMENT SCHEDULE**

5.5.1 Initial payment (Mobilization Advance) after awarding the contract is 5% of the project cost.

5.5.2 The balance amount will be paid as per the schedule below:

<b>Sl. No.</b>	<b>Milestones/Deliverables</b>	<b>Completion / Submission Time (at the end of) (from date of award of contract)</b>	<b>Payment (% of the Total Consultancy Fee)</b>
1.	Submission of inception Report	1 Month	5%
2.	Preparation and updation of base maps	2 Months	
3.	All field survey reports & study maps including traffic & transportation with due analysis	3 Months	
4.	Submission of Draft Existing Land Use Map incorporating all information available Adangal registers, interpreted from satellite imageries with due regard to field verification (with land use register, village wise & survey number wise)	5 Months	
5.	Submission of Consultation Report with citizens and all stakeholders	5 Months 2 Weeks	30%
6.	Submission of Vision & Strategy Formulation Report of Perspective and Draft Master Plan and ZDPs	6 Months	
7.	Submission and Notification of Draft Perspective Plan	7 Months	
8.	Submission of formats for Notification & Publication of Draft Master Plan and Zonal Development Plans (ZDPs) and Notification of the Plans	8 Months	
9.	Consolidation of Public Objections &	8 Months 2 Week	30%

	Suggestions on Draft Perspective Plan		
10	Consolidation of Public Objections & Suggestions on Draft Master Plan and ZDPs	10 Months	
11	Report on Addressal of Comments & Suggestions into the final Draft Perspective Plan	10 Months	
12	Report on Addressal of Comments & Suggestions into the final Draft Master Plans & ZDPs	11 Months	20%
13	(a) Submission of Final Draft Perspective Plan (b) Submission of Final Draft Master Plan and ZDPs to NUDA so as to submit the same to Government for approval (c) Action Plan for Short & Medium Term	12 <sup>th</sup> Month	

5.5.3 The balance amount will be paid after approval of Master Plan by the Govt. of A P

**SECTION – 6**  
**DRAFT FORM OF CONTRACT**

**FORM OF CONTRACT**

CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2017, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Employer") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants")

[\*Note: If the Consultants consist of more than one entity, the above should be Partially amended to read as follows" ..... (hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultant's obligations under this Contract,

namely, \_\_\_\_\_ and "Consultants."]

**WHEREAS**

- (a) the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the Services");
- (b) the Consultants, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1 The following documents attached hereto shall be deemed to form and integral Part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of Contract (hereinafter called "SC");
- (c) The following Appendices;

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Minutes of the Contract Negotiations Meeting/Correspondence others

Appendix E: Breakdown of Contract Price in Local Currency Appendix

F : Services and Facilities Provided by the Employer Appendix G: Form of Guarantee for Advance Payments

Appendix H: Deliverables

Appendix I: Payment Schedule

2. The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract, in Particular:

- (d) (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and



(e) (b) The Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF  
[NAME OF EMPLOYER]

By \_\_\_\_\_ (Authorized Representative)

FOR AND ON BEHALF OF  
[NAME OFCONSULTANTS]

By \_\_\_\_\_ (Authorized Representative)

[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF  
THE MEMBERS OF THE CONSULTANTS

[NAME OF MEMBER]

By \_\_\_\_\_ (Authorized Representative)

[NAME OF MEMBER]

By \_\_\_\_\_ (Authorized Representative) Etc.,

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country (or in such other country as may be specified in the Special Conditions of Contract (SC)), as they may be issued and in force from time to time;
- (b) "Deleted" means dropped or removed;
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Foreign currency" means any currency other than the currency of Government
- (f) "GC" mean these General Conditions of Contract;
- (g) "Government" means the Government of Andhra Pradesh
- (h) "Local Currency" means the currency of the Government;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants rights and obligations towards the Employer under this Contract;
- (j) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any Part thereof;
- (l) "SC" means the Special Conditions of Contract by which these General conditions of Contract may be amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- (n) "Sub-consultant" means any entity to which the Consultants subcontract any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.

#### **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.3 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract

### **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

### **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a Particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

### **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the officials specified in the SC.

### **1.7 Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price, excluding Service Tax.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

### **2.2 Commencement of Services**

The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, (b) has informed the other Party as soon as possible about the occurrence of such an event and (c) obtained confirmation on occurrence of Force Majeure from Third Party who is a technically qualified person acceptable to both Parties.

### **2.5.3 Extension of Time**

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

## **2.6 Termination**

### **2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.6.1 and sixty (60) days in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) If the Consultants become insolvent or bankrupt;
- (c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.6.2 By the Consultants**

The Consultants may terminate this Contract by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

(a) If the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or

(b) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Consultants:

(a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost as decided by the client/employer incident to the prompt and orderly termination of the Contract.

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

The Consultants shall perform the Services and carry out their 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 methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer,

and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or third Parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 constitute the Consultants sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

#### **3.2.2 Consultants and Affiliates not to be otherwise interested in Project**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities.

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract: or

(b) After the termination of this Contract, such other activities as may be specified in the SC

### **3.3 Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

### **3.4 Insurance to be taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Consultants' Actions Requiring Employer's Prior Approval**

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

- (a) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (b) Any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

The Consultants shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents Prepared by the Consultants to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents, software and raw data to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

## **4. CONSULTANTS' PERSONNEL**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Employer.

### **4.2 Removal and /or Replacement of Personnel**

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experiences acceptable to the Employer.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE EMPLOYER**

### **5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and exemptions as specified in the SC.

### **5.2 Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Employer shall make available to the Consultants the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Lump - Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### **6.2 Contract Price**

The price payable in local currency is set forth in the SC.

### **6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix E.

### **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Employer specifying the amount due.



## **SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause\* Amendments of, and Supplements to, Clauses in the General Conditions of Contract Clause\*

[1.1 (i) The Member in Charge is \_\_\_\_\_

1.3 The language is English.

1.4 The addresses are:

Employer: VICE-CHAIRMAN

Door No: 26-1-891, 1<sup>st</sup>&2<sup>nd</sup> Floors

Near Shirdhi Sai Temple,

Mini ByePass Road

B.V.Nagar, Nellore

SPSR Nellore District

Consultants: \_\_\_\_\_

1.6 The Authorized Representatives are:

For the Employer: \_\_\_\_\_

For the Consultants: \_\_\_\_\_

\* Clauses in brackets are optional; all notes should be deleted in final test.

1.7 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Authority shall perform such duties in regard to deduction of such tax as may be lawfully imposed.

2.1 The date on which this Contract shall come into effect is approval of the Contract and receipt by Consultants of initial payment and by Employer of bank guarantee (see Clause 6.4) etc.

2.2 The date for the commencement of Services is the date of signing of the contract.

2.3 The period of services shall be 12 months.

3.1 The risks and coverage shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act,1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. 500,000 for the period of Consultancy,

(3) Employer's liability and workers' compensation insurance in respect of the personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage of equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this contract, (ii) the consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 The Consultants shall not use these documents for purposes unrelated to this

6.2 Contract without the prior written approval of the Employer. The amount (of Fee) in local currency is:

INR \_\_\_\_\_ + GST

INR \_\_\_\_\_

6.4 The account details are:

---

Payments shall be made as given in Appendix I.

Payment shall be made within 30 days of receipt of the invoice (provided there are no queries from the client/employer side) and the relevant documents specified in Clause 6.4, and within 45 days in the case of the final payment (provided there are no disputes/clarification/queries)

## **7. DISPUTE SETTLEMENT**

7.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:

7.2(ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal is of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Town Planners India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on

the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty days of the date of the list, the President, Institution of Town Planners India, Delhi, shall appoint, upon the request of either Party and from such or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

### **7.3 Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996 of India. unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

### **7.4 Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

### **7.5 Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2 (ii) hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

### **7.6 Miscellaneous**

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Nellore/Vijayawada/Capital city of AP;
- (b) the English language shall be the official language for all purposes;
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

**SECTION – 7**  
**APPENDICES**

**VII. APPENDICES**

**APPENDIX- A**

**DESCRIPTION OF THE SERVICES**

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.]

**APPENDIX- B: Reporting Requirements**

Project shall be completed within a period of 12 months from the commencement date.

Time line for mile stones/deliverables identified shall be as follows:

<b>Sl. No.</b>	<b>Milestones/Deliverables</b>	<b>No. of Copies (Hard &amp; Soft Copies)</b>	<b>Completion / Submission Time (at the end of) (from date of award of contract)</b>
1.	Submission of inception Report	10	1 Month
2.	Preparation and updation of Base Maps	10	2 Months
3.	All field Survey Reports & Study Maps including Traffic & Transportation with due analysis	10	3 Months
4.	Submission of Draft Existing Land Use Map incorporating all information available Adangal registers, interpreted from satellite imageries with due regard to field verification (with land use register, village wise & survey number wise)	10	5 Months
5.	Submission of Consultation Report with citizens and all stakeholders	10	5 Months 2 Weeks
6.	Submission of Vision & Strategy Formulation Report of Perspective and Draft Master Plan and ZDPs	10	6 Months
7.	Submission and Notification of Draft Perspective Plan	10	7 Months
8.	Submission of formats for Notification & Publication of Draft Master Plan and Zonal Development Plans (ZDPs) and Notification of the Plans	5	8 Months
9.	Consolidation of Public Objections & Suggestions on Draft Perspective Plan	5	8 Months 2 Weeks
10.	Consolidation of Public Objections & Suggestions on Draft Master Plan and ZDPs	5	10 Months
11.	Report on Addressal of Comments & Suggestions into the final Draft Perspective Plan	10	10 Months
12.	Report on Addressal of Comments & Suggestions into the final Draft Master Plans & ZDPs	10	11 Months

13	<ul style="list-style-type: none"> <li>(a) Submission of Final Draft Perspective Plan</li> <li>(b) Submission of Final Draft Master Plan and ZDPs to NUDA so as to submit the same to Government for approval</li> <li>(c) Action Plan for Short &amp; Medium Term</li> </ul>	10	12 <sup>th</sup> Months
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In addition to the above, the consultants shall submit monthly progress reports indicating the progress of the study in terms of schedule activity versus actual status, reasons for delay, if any and the likely action plan for the following months



## Appendix C

### **Key Personnel and Sub-Consultants**

List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in India, and staff- months for each.

C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the India.

C-3 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for Key local Personnel

**Appendix D**

**MINUTES OF CONTRACT NEGOTIATIONS MEETING / CORRESPONDENCE /  
OTHERS**

**Appendix E**

**BREAKUP OF CONTRACT PRICE IN LOCAL CURRENCY**

List here the elements of cost used to arrive at the breakdown of the lump sum price-local currency portion:

1. Monthly rates for Personnel (Key Personnel and Other Personnel)
2. Reimbursable expenditures

This appendix will exclusively be used for determining remuneration for additional services

## Appendix F

### SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

**The Employer will facilitate the following inputs: the consultant is responsible to collect the primary and secondary data.**

1. Cadastral Maps for the entire region.
2. Soft copy and/or hard copy of Layouts approved by NUDA and Directorate of Town and Country Planning (DT&CP)/RDDTP /DTCPO
3. Reports and Plans (hard copies) of existing Master Plans and Zonal Development Plans/Town Planning Schemes
4. All Master Plans prepared for APIIC and ILAWs or any other project
5. All Change of Land Use proposals approved by Government
6. Introduction letter to all concerned Government Departments/Agencies for obtaining necessary Information/Data
7. Issue Press Notifications, Advertisements and Letters as required for undertaking Surveys, Field Investigation and Consultation
8. Participate in consultations with stakeholders

**Appendix – G:****Form of Bank Guarantee for Advance Payments**

(Form any Nationalized Bank located in Nellore /Vijayawada)  
(Reference Clause 6.4 of Contract)

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

Ref: \_\_\_\_\_ Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s. \_\_\_\_\_ (Hereinafter referred as the "Employer", which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors, and assigns), a Contract by issue of Employer's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ (scope of work) (hereinafter called the "contract") and the employer having agreed to make an advance payment to the Consultant for performance of the above contract amounting to \_\_\_\_\_ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant. We \_\_\_\_\_ (Name of Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand an or, all monies payable by the Consultant to the extent of as aforesaid at any time up to \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers

vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer.

The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matter aforesaid or nay of them or by reason of any other act or forbearance or other acts of omission or commission on the Part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force up to and including \_\_\_\_\_ @ \_\_\_\_\_ and shall extend from time to time for such \_\_\_\_\_ period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at

Witness

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

Designation

(With Bank Stamp)

Attorney as per Power of Attorney

No.

Dated

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

Designation

Strike out, whichever is not applicable

- The date will be fixed as indicated in clause 6.4 of S.C.C.
- The stamp papers of appropriate value shall be purchased in the name of bank which issues the “Bank Guarantee”
- The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (Scheduled) located in India.

**Appendix – H****Deliverables**

<b>Sl. No.</b>	<b>Milestones/Deliverables</b>	<b>No. of Copies (Hard &amp; Soft Copies)</b>	<b>Completion / Submission Time (at the end of) (from date of award of contract)</b>
1.	Submission of inception Report	10	1 Month
2.	Preparation and updation of Base Maps	10	2 Months
3.	All field Survey Reports & Study Maps including traffic & transportation with due analysis	10	3 Months
4.	Submission of Draft Existing Land Use Map incorporating all information available Adangal registers, interpreted from satellite imageries with due regard to field verification (with land use register, village wise & survey number wise)	10	5 Months
5.	Submission of Consultation Report with citizens and all stakeholders	10	5 Months 2 Weeks
6.	Submission of Vision & Strategy Formulation Report of Perspective and Draft Master Plan and ZDPs	10	6 Months
7.	Submission and Notification of Draft Perspective Plan	10	7 Months
8.	Submission of formats for Notification & Publication of Draft Master Plan and Zonal Development Plans (ZDPs) and Notification of the Plans	5	8 Months
9.	Consolidation of Public Objections & Suggestions on Draft Perspective Plan	5	8 Months 2 Weeks
10.	Consolidation of Public Objections & Suggestions on Draft Master Plan and ZDPs	5	10 Months
11.	Report on Addressal of Comments & Suggestions into the final Draft Perspective Plan	10	10 Months
12.	Report on Addressal of Comments & Suggestions into the final Draft Master Plans & ZDPs	10	11 Months



13	(a) Submission of Final Draft Perspective Plan (b) Submission of Final Draft Master Plan and ZDPs to NUDA so as to submit the same to Government for approval (c) Action Plan for Short & Medium Term	10	12 <sup>th</sup> Months
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## Appendix – I

### Payment schedule

1. Initial payment after awarding the contract is 5% of the project cost which will be proportionately adjusted at each stage of payment
2. The balance amount will be paid as per the schedule below

Sl. No.	Milestones/Deliverables	Completion / Submission Time (at the end of) (from date of award of contract)	Payment (% of the Total Consultancy Fee)
1.	Submission of inception Report	1 Month	5%
2.	Preparation and updating of Base Maps	2 Months	
3.	All field Survey Reports & Study Maps including traffic & transportation with due analysis	3 Months	
4.	Submission of Draft Existing Land Use Map incorporating all information available Adangal registers, interpreted from satellite imageries with due regard to field verification (with land use register, village wise & survey number wise)	5 Months	
5.	Submission of Consultation Report with citizens and all stakeholders	5 Months 2 Weeks	30%
6.	Submission of Vision & Strategy Formulation Report of Perspective and Draft Master Plan and ZDPs	6 Months	
7.	Submission and Notification of Draft Perspective Plan	7 Months	
8.	Submission of formats for Notification & Publication of Draft Master Plan and Zonal Development Plans (ZDPs) and Notification of the Plans	8 Months	
9.	Consolidation of Public Objections & Suggestions on Draft Perspective Plan	8 Months 2 Weeks	30%
10	Consolidation of Public Objections & Suggestions on Draft Master Plan and ZDPs	10 Months	
11	Report on Addressal of Comments & Suggestions into the Final Draft Perspective Plan	10 Months	
12	Report on Addressal of Comments & Suggestions into the final Draft Master Plans & ZDPs	11 Months	20%

13	(a) Submission of Final Draft Perspective Plan (b) Submission of Final Draft Master Plan and ZDPs to NUDA so as to submit the same to Government for approval (c) Action Plan for Short & Medium Term	12 <sup>th</sup> Months	
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3 The balance amount will be paid after Approval of Master Plan by the Govt. of A.P.

Vice-Chairman,

Nellore Urban Development Authority

**Appendix – 1**

List of ULBs and villages under the jurisdiction of Nellore Urban Development Authority

Sl. No.	Name of ULB/ Mandal	No of Villages	Area (sq.kms)	Population (2011)
1	Nellore Mpl. Corporation		149.36	6,00,867
2	Kavali Municipality		60.29	97,053
3	Gudur Municipality		9.42	73,350
4	Sullurupeta Municipality		17.68	45,782
5	Naidupeta Nagarapanchayat		19.40	45,055
	<b>Sub Total</b>		<b>256.15</b>	<b>8,62,107</b>
1	Kavali (Part)	3	<b>44.18</b>	<b>11169</b>
2	Jaladanki(Part)	1	11.80	2223
3	Bogole(Part)	4	74.74	<b>26924</b>
4	Dagadarthi(Part)	4	<b>56.79</b>	<b>7740</b>
5	Alluru	2	<b>23.05</b>	<b>3420</b>
6	Kodavaluru(Part)	11	<b>99.97</b>	<b>44777</b>
7	Kovuru (Part)	7	<b>50.93</b>	<b>68647</b>
8	Nellore (Part)	8	<b>84.86</b>	<b>19321</b>
9	T.P.Guduru(Part)	2	<b>19.86</b>	<b>7785</b>
10	Muthukur(Part)	14	<b>145.89</b>	<b>52791</b>
11	Venkatachalam (Part)	15	<b>217.11</b>	<b>47042</b>
12	Manubolu(Part)	9	<b>113.02</b>	<b>22825</b>
13	Guduru (Part)	2	<b>43.60</b>	<b>4208</b>
14	Chillakur (Part)	8	<b>92.16</b>	<b>19185</b>
15	Ojili(Part)	8	<b>24.67</b>	<b>4733</b>
16	Naidupeta(Part)	10	<b>51.27</b>	<b>31958</b>
17	Doravarisathram(Part)	10	<b>59.49</b>	<b>12514</b>
18	Sullurpeta(Part)	15	56.08	<b>15212</b>
19	Tada(Part)	12	<b>64.01</b>	<b>25488</b>
20	Sathyavedu(Part)	7	<b>30.45</b>	<b>6736</b>
21	Varadiahpalem(Part)	4	<b>24.09</b>	<b>4797</b>
	<b>Sub Total</b>		<b>1388.028</b>	<b>439495</b>
	<b>Grand Total of NUDA</b>		<b>1644.17</b>	<b>1301602</b>

Appendix – 2

Map Showing NUDA Jurisdiction

