GOVERNMENT OF ANDHRA PRADESH
ROADS AND BUILDINGS DEPARTMENT

ANDHRA PRADESH ROAD DEVELOPMENT CORPORATION
(APRDC)

Notice for appointment of Techno Legal Expert to Andhra Pradesh Road Development Corporation (APRDC).

Notice for invitation of bids for appointment of Individual Techno Legal Expert for APRDC pertaining to Roads & Buildings department for a period of one year. Last date for submission of bids is 27.01.2020 up to 3.00 PM to the Chief Engineer(R&B), State Highways & Managing Director, APRDC, Room No.502, 5th Floor, R&B Building, MG Road, Vijayawada.

Tender documents may be downloaded from www.aprdc.ap.gov.in by intending bidders.

Further, details can be obtained from the Chief Engineer(R&B), State Highways & Managing Director, APRDC, Room No.502, 5th Floor, R&B Building, MG Road, Vijayawada.

Sd/-
Chief Engineer (R&B), SH&
Managing Director, APRDC
GOVERNMENT OF ANDHRA PRADESH
ROADS AND BUILDINGS DEPARTMENT
Andhra Pradesh Road Development Corporation
(APRDC)

Request for proposal for appointing Techno Legal Expert for APRDC in the State of Andhra Pradesh.

1. Andhra Pradesh Road Development Corporation, part of Roads and Buildings Department of Andhra Pradesh State, invites sealed bids in Two Parts viz. Technical bid and Financial bid for appointing Techno Legal Expert, who wish to work for Andhra Pradesh Road Development Corporation located in the State of Andhra Pradesh. The last date of submission of bids is 27th January, 2020 till 3.00 PM, at Chief Engineer(R&B), State Highways & Managing Director, Vijayawada. The same shall be addressed to:
   Chief Engineer(R&B), State Highways & Managing Director,
   Andhra Pradesh Road Development Corporation,
   Room No.502, 5th Floor,
   R&B Building, M.G Road,
   Vijayawada - 520010.

2. The purpose of appointing Techno Legal Expert is, to deal with the Court Cases pertaining to APRDC. More details of the services are provided in the terms of references.

3. The following documents are enclosed to enable you to submit your proposals:
   (a) Terms of Reference (TOR) (Annexure I)
   (b) Form for Price bid (Annexure II Form F-I)
   (c) Technical proposal and its evaluation criteria (Annexure III)
   (d) A sample Form of Contract for Techno Legal Expert (Annexure-IV)
4. **Background**

The primary objective of the APRDC is Construction, Operation and Maintenance of State Highways in the State of Andhra Pradesh State.

5. **Deleted**

6. **Submission of Proposals**

6.1 The proposals shall be submitted in two parts, viz., Financial Proposal *(Annexure-II)* and Technical proposal *(Annexure-III)*. The proposals must be sent to the address indicated above and received by the APRDC not later than the time and date indicated in Para 1 or any extension to this date in accordance with Para 5.3.

6.2 The "Technical" and "Financial" Proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters). The first envelope marked "TECHNICALPROPOSAL" should include the description of the bidder general experience in the field of the assignment, the qualification and competency of the personnel proposed for the assignment in response to suggested Terms of Reference as required (Annexure-III) The first envelope *should not contain any cost information whatsoever*. The second envelope marked "FINANCIAL PROPOSAL" should contain the detailed price offer in Form F-1 of Annexure-II for the Individual. Both the sealed envelopes should again be placed in a sealed cover which will be received in the office of the Chief Engineer (R&B) State Highways & Managing Director, APRDC, Room No.502, 5th Floor, M.G Road, Vijayawada- 520010 up to 3.00PM on 27th January,2020. On the outer Envelope “*Bid for Techno Legal Expert for the Andhra Pradesh Road Development Corporation in Andhra Pradesh State*” should be clearly mentioned.

6.3 The APRDC shall not be responsible for misplacement, loss during transit or premature opening of envelope before submission to APRDC. However, the inner envelopes containing Technical and Financial Proposals is marked or sealed as per Para 6.2, such proposal would be considered even though outer envelope is torn or not sealed.

6.4 **Instructions to Bidders**

6.4.1 The bidder shall bear all costs whatsoever associated with the preparation and submission of their Proposals.

6.4.2 The APRDC is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the bidder.
6.4.3 In preparing their proposals, the bidder is expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

6.5 **Opening of Technical Proposal**

6.5.1 An Evaluation Committee (EC) will be constituted by the APRDC. The Proposals (first envelope containing Technical Proposals only) will be opened by EC in the office of the Chief Engineer (R&B) State Highways & Managing Director, APRDC, Room No.502, 5th Floor, M.G Road, Vijayawada- 520010 at 3.30PM hours on 27th January, 2020. It may please be noted that the second envelope i.e. Financial Proposals containing the Price Bid will not be opened until technical evaluation has been completed and the result approved and notified to the bidder.

6.5.2 The APRDC shall notify those bidders whose proposals did not meet the minimum qualifying marks or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The APRDC shall simultaneously notify the bidders that have secured the minimum qualifying marks, indicating the date and time set for opening of Financial Proposals. The notification may be sent by registered letter or electronic mail.

7. **Evaluation of Technical Proposal**

7.1 The Technical Proposal will be evaluated on the basis of Evaluation criteria given in Annexure-III. For this purpose, requisite information is to be furnished along with supporting Documents.

<table>
<thead>
<tr>
<th>Staff time estimate for the assignment</th>
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</thead>
<tbody>
<tr>
<td><strong>STAFF</strong></td>
</tr>
<tr>
<td>Designation</td>
</tr>
<tr>
<td>Techno Legal Expert</td>
</tr>
</tbody>
</table>

7.2 The evaluation of qualified individual Techno Legal Expert shall be done on the basis of CVs submitted by individuals.

7.3 **Cut off points for qualifying Technical Proposal**

Based on the points and criteria as set out for Technical Proposals, all the bidders who have secured **75 or more points** shall be treated as successful qualifiers. Their Financial Proposals shall be opened.

*Note:* - In Case the number of successful qualifiers after technical evaluation is less than three (3), the competent authority of APRDC may relax the aforesaid cut off criteria of technical bid to qualify top 3 bidders in the Technical Proposals.
7.4 The EC will record in detail the reasons for acceptance or rejection of the Technical Proposal analyzed and evaluated by it and would recommend the names of individual qualified in the Technical Bids to the Competent Authority.

8. Opening of Financial Proposals
8.1 At the second stage, financial bids of only those bidders who have been declared qualified in the Technical proposal will be opened by the EC. The “Financial Proposal” should be submitted in the Schedule – “Price Bid” in Form No. F-1.

8.2 Each Financial Proposal will be inspected by the EC to confirm that it has remained sealed and unopened.

8.3 The APRDC representatives or member (in EC) will open each Financial Proposal, and initial all the pages except printed document and also circle / initial changes, if any, noticed in the bid at the time of opening of bids. One of the representatives/ member (in EC) will read out aloud the name of the individual Techno Legal Expert and the total prices quoted in the Schedule – “Price Bid” of each bidder. The APRDC representatives (in EC) will record this information in writing.

9.1 The EC will subsequently review the detailed contents of each Financial Proposal. During the examination of Financial Proposals the EC or APRDC staff and any other person involved in the evaluation process will not be permitted to seek clarification or additional information from any individual who has submitted a Financial Proposal.

9.2 The Financial Proposals will be checked for computational errors or material omissions and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant Financial Proposal will be increased by application of the highest unit cost as provided in the other submitted Financial Proposals.

9.3 The total price (TP) for each Financial Proposal will be determined.

9.4 A comparative statement shall be prepared by the EC to analyze and select the successful bidder. The bidder lowest quote will be selected for award of assignment. This will be approved by the Competent Authority of the APRDC.

10. Confidentiality
10.1 Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to bidders who have submitted Proposals or to other persons not officially concerned with the selection process until the successful bidder has been notified and contract awarded.

11. Award of Contract
11.1 After completion of negotiations if required, the APRDC shall award the contract to the selected individual and promptly notify the other bidders who had submitted Proposals that they were unsuccessful. The APRDC will return the unopened Financial Proposals to the unsuccessful bidders who could not qualify for the opening of Financial Bid.
11.2 The validity of the proposal shall be for (90) Ninety days from the date of opening of the Technical Bid without change in the personnel proposed for the assignment and proposed price. The APRDC will make its best efforts to select a Techno Legal Expert within this period.

11.3 Techno Legal Expert will be expected to take-up/commence with the assignment within a month of award of assignment order by the APRDC and complete it by the stipulated time.

11.4 Techno Legal Expert is expected to work at APRDC for a period of one year which may be extendable another one year based on the Performance and reviewed at the end of each year and contract may be extended on same terms and conditions if the Techno Legal Expert is willing to do so.

In such negotiations, the selected individual may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with the rates being charged by the Techno Legal Expert for other similar assignments. However, in no case such financial negotiation should result into increase in the financial cost as originally quoted by the individual, more than the amount specified as per relevant Government Orders (GO’s) of Andhra Pradesh State and on which basis the individual has been called for the negotiation.

11.6 The remuneration which the Techno Legal Expert receives from the contract will be subject to normal tax liability as per the Tax Laws. Kindly contact the concerned tax authorities for further information in this regard, if required.

12 PAYMENT SCHEDULE
The APRDC will pay the Techno Legal Expert within Seven (7) days from the end of the month after due receipt of bill from the Individual.

Note: Contract Value includes Professional Fee Plus Service Tax at the prescribed rates.

The above remuneration includes all the costs related to carrying out the services, and any taxes imposed.

Name: K.Venugopal Reddy,
Designation: Chief Engineer(R&B) State Highways & Managing Director, APRDC
Address: Room No: 502, 5th floor, M.G Road, Vijayawada-520010.
Annexure -I

Format for Terms of Reference

Terms of Reference for Techno Legal Expert of Andhra Pradesh Road Development Corporation

Objective: The objective of Techno Legal Expert shall monitor, prepare affidavits, counter affidavits, replies, Rebuttal statements in all Dispute Board, Dispute Resolution Board, Arbitration and Court cases pertaining to contracts with the help of AEEs/AEs and DEEs who are dealing with such work files. These shall be routed through the concerned Project Director/General Manager for approval of client. The Techno Legal Expert shall interact with the panel advocates of APRDC, Government Pleaders, Arbitrators, Dispute Resolution Board &Dispute Board members and initiate necessary action required well in advance to protect the interest of the Government/APRDC.

Scope:
The scope of services shall include, but not limited to the following:

- The Techno Legal Expert is placed as incharge of all Dispute Resolution Board, Dispute Board, Arbitration and Court Cases.
- Techno Legal Expert to assist the Techno Legal Expert shall monitor, prepare affidavits, counter affidavits, replies, Rebuttal statements in all Dispute Board, Dispute Resolution Board, Arbitration and Court cases pertaining to contracts with the help of AEEs/AEs and DEEs who are dealing with such work files. These shall be routed through the concerned Project Director/General Manager for approval of client.

- The Techno Legal Expert shall guide the Specific Deputy Collector in court cases relating to Land Acquisition, etc.
- The Techno Legal Expert shall advise in contract administration matters whenever he is requested to do so.
- The Techno Legal Expert shall interact with the panel advocates of APRDC, Government Pleaders, Arbitrators, Dispute Resolution Board &Dispute Board members and initiate necessary action required well in advance to protect the interest of the Government/APRDC.
The Techno Legal Expert shall streamline the procedure in dealing with the Dispute Board, Dispute Resolution Board, Arbitration and Court Cases.

The Techno Legal Expert shall be responsible with the assistance of concerned AEE/AE and Dy.EEs to file the required Affidavits, Counter affidavits, replies and rebuttals well in time.

The Techno Legal Expert shall have an elaborate plan to deal with the issues arising out of Dispute Board, Dispute Resolution Board, Arbitration and Court Cases.

The Techno Legal Expert shall assist the Government Pleaders in preparation of written arguments, claims statements, rebuttal statements pertaining to cases in all the Courts.

**Minimum Qualification and Experience:**

(a) He should not be more than 70 years of age with medical certificate of fitness for the assignment.

(b) Graduate in Civil Engineering from recognized university

(c) Graduate in Bachelor degree in Law

(d) Total professional experience of at least 25 years in Highways

(e) At least 10 years’ experience in dealing with the Dispute Board, Dispute Resolution Board & Arbitration pertaining to the Highways

**Desired Qualification and Experience**

(a) At least 5 years experience in dealing with the Court Cases pertaining to the Highways.

**General:** The Techno Legal Expert should be given access to all documents, correspondence, and any other information.

**Period of service as Techno Legal Expert:**

The period is to be covered under present RFP would be one year from the date of Agreement.
## ANNEXURE -II

Form No. F-1 (Refer to Para 8 of RFP)

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Fee Rate per Month [excluding GST]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Techno Legal Expert</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

Amount in words rupees \_________________________ Only)

(Bidder)

### Note:-

1. The rates quoted are for one month which will be applicable for subsequent months also.

2. Other statutory deductions as applicable will be deducted by the APRDC at the rates notified by Government of India from time to time from each bill.
## Technical proposal evaluation – Criteria and Scoring Scheme

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Sub Criteria</th>
<th>Scoring</th>
<th>Max Score</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Academic Qualification</td>
<td>(a) Graduate in Civil Engineering</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Bachelor Degree in Law</td>
<td>5</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2. Professional Experience</td>
<td>Experience in Highways</td>
<td>1 point for each year</td>
<td>30</td>
<td>Details of such assignments completed with copies of appointment letters and Experience certificates to be attached</td>
</tr>
<tr>
<td>3. Specific Experience</td>
<td>(a) Experience in dealing with the Dispute Board, Dispute Resolution Board &amp; Arbitration pertaining to the Highways</td>
<td>≥10 years &amp; &lt; 12 years: 20 points</td>
<td>30</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>≥12 years &amp; &lt; 15 years: 25 points</td>
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<tr>
<td></td>
<td></td>
<td>≥15 years: 30 points</td>
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<td></td>
<td>(b) Experience in dealing with Court cases pertaining to Highways.</td>
<td>≥5 years &amp; &lt; 7 years: 20 points</td>
<td>30</td>
<td></td>
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<td></td>
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<td>≥7 years &amp; &lt; 10 years: 25 points</td>
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<tr>
<td></td>
<td></td>
<td>≥10 years: 30 points</td>
<td></td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>100</strong></td>
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Annexure IV

Sample form of contract for Techno Legal Expert

Subject: Agreement between APRDC .......... and (Name of Individual) in respect of Assignment of Techno Legal Expert

1. This CONTRACT is made the [day] of the [month], [year], between the -- ---- (Name of APRDC and office address) [hereinafter called the "Employer"], of the first part and, [name of the Individual] (hereinafter called the "Techno Legal Expert").

WHEREAS
The Techno Legal Expert having represented to the "Employer" that he has the required professional skills, personnel and technical, has offered to provide in response to the Tender Notice dated ________ issued by the Employer; and

The "Employer" has accepted the offer of the Techno Legal Expert to provide the services on the terms and conditions set forth in this Contract.

2. Set out below are the terms and conditions under which Techno Legal Expert has agreed to carry out for APRDC the above-mentioned assignment specified in the attached Terms of Reference (TOR).

3. For administrative purposes, Empowered Officer of Andhra Pradesh Road Development Corporation (APRDC) has been assigned to administer the assignment and to provide of Techno Legal Expert with all relevant information needed to carry out the assignment. The services will be required for about ____ years commencing from ____________ to ____________. Performance of the individual would be reviewed at the end of each year based on definite measurable indicators and the contract may be terminated after giving one month notice if performance of the Techno Legal Expert is found unsatisfactory.
4. The Employer may find it necessary to postpone or cancel the assignment and/or shorten or extend duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the Techno Legal Expert shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Techno Legal Expert will provide the APRDC with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.

5. The services to be performed, and the reports to be submitted will be in accordance with the attached Description of Services.

6. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of State Government.

7. This Agreement will become effective upon confirmation of this letter by Techno Legal Expert and will terminate on ________________, or such other date as mutually agreed between the APRDC and the Techno Legal Expert.

8. Payments for the services for the month will not exceed the total amount of Rs. ____________ . The APRDC will pay the Techno Legal Expert within 7 days of receipt of pre-receipted bills duly verified by the designated officer of the APRDC in duplicate for respective stages as follows:

   The above remuneration includes all the costs related to carrying out the services, and any taxes imposed on [Name of Techno Legal Expert].

9. The [Name of Techno Legal Expert] shall indemnify and hold harmless the Employer against any and all claims, demands, and/or judgments of
any nature brought against the Employer arising out of the services by
the [Name of Techno Legal Expert] under this Agreement. The obligation
under this paragraph shall survive the termination of this Agreement.

11. The [Name of Techno Legal Expert] agrees that, during the term of this
Contract and after termination, the Techno Legal Expert and any entity
affiliated with the [Name of Techno Legal Expert], shall be disqualified
from service (other than the Service and any continuation thereof) for any
project resulting from or closely related to the Service.

12. All reports and other documents [Name of Techno Legal Expert] in the
performance of the Services shall become and remain the property of
APRDC. The [Name of Techno Legal Expert] may retain a copy of such
documents but shall not use them for purposes unrelated to this Contract
without the prior written approval of the APRDC.

13. The [Name of Techno Legal Expert] undertake to carry out the
assignment in accordance with the highest standard of professional and
ethical competence and integrity.

14. The [Name of Techno Legal Expert] will not assign this Contract or sub-
contract or any portion of it without the APRDC prior written consent.

15. The [Name of Techno Legal Expert] shall pay the taxes, and other
impositions levied under the applicable law and the APRDC shall perform
such duties, in regard to the deduction of such tax, as may be lawfully
imposed.

16. The [Name of Techno Legal Expert] also agree that all knowledge and
information not within the public domain which may be acquired during
the carrying out of this Agreement, shall be, for all time and for all
purpose, regarded as strictly confidential and held in confidence, and shall
not be directly or indirectly disclosed to any person whatsoever, except
with the APRDC written permission.
17. Settlement of disputes:

(i) The parties use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

(ii) Any dispute between the parties as to matters arising pursuant to this agreement, which 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 clause 17 (iii) hereof.

(iii) If any dispute or difference of any kind whatsoever shall arise in connection with or out of this Contract and which is not amicably settled between the [Name of Techno Legal Expert] and APRDC shall be referred to adjudication/ arbitration in accordance with Arbitration & Conciliation Act, 1996.

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

In the presence of 1. (Signature & Designation of the authorized representative of APRDC )

(Witnesses)

(i)

(ii)

In presence of (Name/Signature of the Techno Legal Expert)

(Witnesses)

(i)

(ii)

Sd/-

CHIEF ENGINEER (R&B), STATE HIGHWAYS AND MANAGING DIRECTOR, APRDC