

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE
CORPORATION LIMITED**

(A Govt. of Andhra Pradesh Undertaking)



**Request for Proposal
for
Selection of Consultant
for
Third Party Inspection & Monitoring of Implementation of
Projects by Allottees as per Terms & Conditions of Land
Allotment**

June 2016

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)

59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road, Teachers Colony, Vijayawada - 520008

DISCLAIMER

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of APIIC or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by APIIC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by APIIC in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for APIIC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APIIC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

APIIC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

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

APIIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that APIIC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and APIIC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by APIIC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and APIIC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL.....	3
1. INTRODUCTION	4
2. INSTRUCTIONS TO APPLICANTS	8
A. GENERAL.....	8
B. DOCUMENTS.....	15
C. PREPARATION AND SUBMISSION OF PROPOSAL.....	17
D. EVALUATION PROCESS	22
E. APPOINTMENT OF CONSULTANT.....	23
3. CRITERIA FOR EVALUATION	26
4. FRAUD AND CORRUPT PRACTICES	29
5. PRE-PROPOSAL CONFERENCE	31
6. MISCELLANEOUS.....	32
SCHEDULES	33
SCHEDULE-1: Terms of Reference (TOR).....	34
SCHEDULE-2: Agreement for Providing Consultancy Services.....	39
Annex -1: Terms of Reference	61
Annex-2: Deployment of Key Personnel	62
Annex-3: Approved Sub-Consultant(s)	63
Annex-4: Payment Schedule.....	64
Annex-5: Bank Guarantee for Performance Security	65
SCHEDULE-3: Guidance Note on Conflict of Interest	67
APPENDICES.....	69
Appendix-I: Technical Proposal.....	70
Form-1: Letter of Proposal	70
Form 2: Particulars of the Applicant	73
Form 3: Statement of Legal Capacity	75
Form 4: Power of Attorney.....	76
Form 5: Financial Capacity of the Applicant.....	78
Form 6: Particulars of Key Personnel	79
Form 7: Proposed Methodology and Work Plan	80
Form 8: Abstract of Eligible Assignments and Other Assignments of the Applicant.....	81
Form 9: Abstract of Eligible Assignments of Key Personnel	82
Form 10: Eligible Assignments of Applicant	83
Form 11: Eligible Assignments of Key Personnel.....	84
Form 12: CVs of Professional Personnel.....	85
Form 13: Proposal for Sub-consultant(s).....	86
Appendix-II: Financial Proposal	87

REQUEST FOR PROPOSAL

1. INTRODUCTION

1.1 Background

- 1.1.1 Andhra Pradesh is one of the most progressive, forward-looking and advanced states in the country when it comes to infrastructure development & employment generation efforts. Andhra Pradesh Industrial Infrastructure Corporation Limited (the “**APIIC**”), fully owned by the GoAP, is a progressive organization responsible for development of Industrial Infrastructure in the state of Andhra Pradesh. APIIC is known for creating landmark infrastructure projects in the state, which are fueling the economic growth in the state. APIIC has so far developed more than 250 industrial parks/estates and created land banks for the future industrial development.
- 1.1.2 APIIC in its endeavour of promoting industrial development in the state allots land parcels to various entrepreneurs for development of industrial projects at various locations within the state of Andhra Pradesh. APIIC receives applications from the entrepreneurs seeking allotment of land for establishment of industrial units/projects. Such applications are scrutinized for taking decision for land allotment as per the ‘APIIC Allotment Regulations’. The applications are scrutinized on the basis of various criteria such as justification for land, investment to be made, employment to be created, financial viability of the project, green category industries, etc. Based on the scrutiny of the applications and the detailed project report submitted by the applicant/entrepreneur, APIIC allots land parcels to the entrepreneurs. APIIC now intends to monitor the status and progress of the projects which were proposed to be developed by the entrepreneurs on the allotted land parcels.
- 1.1.4 In pursuance of the above, APIIC has decided to carry out the process for selection of a qualified Consultant for undertaking a Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment read with APIIC Allotment Regulations, in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.2 Requests for Proposal

- 1.2.1 APIIC invites proposals from interested firms (the “**Proposals**”) for selection of an Advisor (the “**Consultant**”) who will be responsible for providing the required consulting services which broadly include
- a) Preparing a framework for monitoring the progress of projects on the land parcels allotted by APIIC.
 - b) Physical inspection & progress monitoring of projects being implemented on allotments made by APIIC, by undertaking site visits and surveys
 - c) Preparing Quarterly Progress Reports for each of the allotments highlighting the progress and recommendations on actions to be taken by APIIC in line with terms and conditions of allotment.
 - d) Preparing MIS reports and then integrating the same in the IT system of APIIC, so as to enable online viewing and tracking of progress by officials of APIIC & GoAP for each allotment case
 - e) Provide any design, development and integration support to the existing IT vendors of APIIC to ensure smooth functioning of the IT solution for online Inspection & Monitoring of Implementation of Projects by Allottees

(collectively the “**Consultancy**”). To achieve the above key objective, APIIC intends to appoint a Consultant for an initial period of 12 (twelve) months (the “**Consultancy Period**”) which would be further extendible thereafter subject to the mutual agreement of the Consultant and APIIC. However, APIIC reserves the right to re-conduct the Selection Process.

The Third Party Inspection and Monitoring would be applicable for all land allotment cases since 2014 (**indicative number of 300**) and for land allotments made in the future during the Consultancy Period. For obtaining a more accurate number of land allotment cases to be monitored, prospective bidders may discuss with APIIC officials in the Head Office in Vijaywada.

1.2.2 APIIC intends to select the Consultant through an open Competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to APIIC, sending written queries to APIIC by the date and time specified in Clause 1.8 and attending a Pre-Proposal Conference on the date and time specified in Clause 1.8.

1.4 RFP Document, Processing Fee and Proposal Security

RFP document can be downloaded from the official website of APIIC ([www. apiic.in](http://www.apiic.in)) from **06-06-2016** onwards. The proposal should be accompanied with a **Non-Refundable Processing Fee of Rs 10,000/-(Rupees ten thousand only)** and a **refundable Proposal Security of Rs 1,00,000 (Rupees one lakh only)**. The Processing Fee and Proposal Security shall be in the form of a Demand Draft issued by one of the Nationalised/Scheduled Banks in India in favour of the Andhra Pradesh Industrial Infrastructure Corporation Limited payable at Vijaywada. Proposals without the aforesaid Processing Fee and Proposal Security shall be summarily rejected.

1.5 Validity of the Proposal

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

1.6 Brief description of the Selection Process

APIIC has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, Rs. 65 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

APIIC would endeavor to adhere to the following schedule:

S.No.	Event Description	Date
1	Last date for receiving queries/clarifications	18:00 hours on 16-06-2016
2	Pre-Proposal Conference	15:00 hours on 17-06-2016
3	APIIC response to queries	22-06-2016
4	Proposal Due Date or PDD	15:00 hours on 30-06-2016
5	Opening of Technical Proposals	15:30 hours on 30-06-2016
6	Opening of Financial Proposals	To be notified
7	Issuance of Letter of Award (LOA)	To be notified
8	Signing of Agreement	Within 7 days of Letter of Award (LOA)

1.9 Pre-Proposal visit and inspection of data

Prospective applicants may visit APIIC office at Vijaywada at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Mr. G. Sathi Raju

Chief General Manager – Finance

Phone No. : +91 9010829955

Email : cgmf.apiic-ap@gov.in ; cgm_f@apiic.in

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date : 17-06-2016
Time : 15:00 hours
Venue : Andhra Pradesh Industrial Infrastructure Corporation,
59A-20/3/2A, 1st Floor, Sri Siva Complex,
Funtimes Club Road, Teachers Colony, Vijayawada - 520008

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Mr. G. Sathi Raju,

Chief General Manager – Finance

Address : Andhra Pradesh Industrial Infrastructure Corporation Ltd.,
59A-20/3/2A, 1st Floor, Sri Siva Complex,
Funtimes Club Road, Teachers Colony, Vijayawada - 520008

Phone No. : +91-9948082028

Email : cgmf.apiic-ap@gov.in ; cgm_f@apiic.in

1.11.2 The Official Website of APIIC is: <http://www.apiic.in>

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“RFP FOR SELECTION OF CONSULTANT FOR
THIRD PARTY INSPECTION & MONITORING OF IMPLEMENTATION OF PROJECTS BY
ALLOTTEES AS PER TERMS & CONDITIONS OF LAND ALLOTMENT”**

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the **“Sole Firm”**) or as lead member of a consortium of firms (the **“Lead Member”**) in response to this invitation. The term applicant (the **“Applicant”**) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

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

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the forms at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with APIIC in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultant’s team (the **“Consultancy Team”**) shall consist of the following key personnel (the **“Key Personnel”**) who shall discharge their respective responsibilities to accomplish the tasks mentioned in the TOR:

1. Engineer (the **“Team Leader”**)
2. Survey Team (2 members)
3. Software Developer with working knowledge of GIS systems
4. Data Operator

2.2 Conditions of Eligibility of Applicants

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

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

- (A) **Technical Capacity:** The Applicant should be a professional firm having a minimum of 10 (ten) years of continuous existence as a legal entity as on 31st March, 2016. (Copy of Registration certificate should be enclosed). The Applicant shall have, over the past

10 (ten) years preceding the PDD, undertaken atleast 1 (one) Eligible Assignment as specified in Clause 2.2.3.

Additional marks would be given in the technical evaluations for experience in Design, Development and Implementation of IT / ERP Solutions for Progress Monitoring of Projects

- (B) **Financial Capacity:** The Applicant shall have received a minimum of **Rs.1 crore** (Rs. One Crore) per annum as professional fees during each of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing services to its clients for web based application development / mobile app development / cloud hosting and maintenance.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility as specified below:

S.No.	Position	Educational Qualifications	Length of Professional Experience
1	Engineer (the "Team Leader")	Post Graduate Degree in Engineering	More than 8 years of relevant work experience with understanding of Government Processes and IT initiatives in eGovernance Domain
2	Survey Team (2 members)	Graduate Degree in Civil Engineering	More than 3 years of relevant work experience
3	Software Developer	B.E/ B.Tech/ MCA/ M.Sc (CS/ IT)/ MCA/ M.Tech	More than 5 years of relevant work experience as Software Developer with working knowledge of GIS systems
4	Data Operator	Graduate in any discipline	More than 3 years of relevant work experience confirming IT literacy

2.2.3 Eligible Assignments and Other Assignment

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, assignments in respect of third party inspection & monitoring of construction, implementation and commissioning of industrial units by entrepreneurs shall be deemed as eligible assignment (the "**Eligible Assignments**").

- 2.2.4 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past 3 (three) financial years (as per the format at Form-5 of Appendix-I) and the fee received in respect of each of the Eligible

Assignments specified in the Proposal (as per the format at Form-8 of Appendix-I). In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

- 2.2.5 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.8 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APIIC shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to APIIC for, *inter alia*, the time, cost and effort of APIIC including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to APIIC hereunder or otherwise.
- 2.3.2 APIIC requires that the Consultant provides professional, objective, and impartial advice and at all times hold APIIC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of APIIC.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to APIIC for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by APIIC to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five

percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an **“Associate Office”**; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the **“Associate”**); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression **“control”** means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Team Leader, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for APIIC in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for APIIC in accordance with the rules of APIIC. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Team Leader of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Team Leader shall be deemed to suffer from Conflict of Interest for the purpose hereof.
- 2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to APIIC as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ (Request for Qualification) applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. APIIC shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

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

2.6 Visit to APIIC and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of APIIC and ascertaining for themselves the availability of documents and other data with APIIC, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from APIIC;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of APIIC or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

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

2.8.2 Without prejudice to the generality of Clause 2.8.1, APIIC reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by APIIC, the supplemental information sought by APIIC for evaluation of the Proposal.

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

B. DOCUMENTS

2.9 Contents of the RFP

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

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 Terms of Reference
- 2 Form of Agreement
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Approved Sub-consultant(s)
 - Annex-4: Payment Schedule
 - Annex-5: Bank Guarantee for Performance Security
- 3 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of the Applicant
- Form 6: Particulars of Key Personnel
- Form 7: Proposed Methodology and Work Plan
- Form 8: Abstract of Eligible Assignments of the Applicant
- Form 9: Abstract of Eligible Assignments of Key Personnel
- Form 10: Eligible Assignments of Applicant
- Form 11: Eligible Assignments of Key Personnel

Form 12: CVs of Professional Personnel

Form 13: Proposal for Sub-consultant(s)

Appendix-II: Financial Proposal

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to APIIC in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP for Selection of Consultant for Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment"

APIIC shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. APIIC will post the reply to all such queries on the Official Website without identifying the source of queries.

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

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, APIIC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, APIIC may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. APIIC would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “**ORIGINAL**”. In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked “**COPY**”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the format specified in Form-4 of Appendix-I, shall accompany the Proposal.

2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by APIIC, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

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

- a) Processing Fee and Proposal Security is provided;
- b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) power of attorney, if applicable, is executed as per Applicable Laws;
- d) CVs of all Key Personnel have been included;
- e) key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g) the CVs have been recently signed and dated, by the respective Personnel and countersigned by the Applicant;
- h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) Key Personnel proposed have good working knowledge of English language;
- j) Key Personnel would be available for the period indicated in the TOR;
- k) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- l) the proposal is responsive in terms of Clause 2.21.3.

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

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of APIIC for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

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

2.14.6 The proposed team shall include experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be on the roles of the firm for a minimum period of 1 (one) year. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for

successful completion of this Consultancy. The CV of each such professional personnel should be submitted in the format at Form-12 of Appendix-I.

- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such sub-consultants should be submitted in Form-13 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 APIIC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by APIIC to undertake such verification shall not relieve the Applicant of its obligations or liabilities here under nor will it affect any rights of APIIC there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by APIIC without APIIC being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case maybe.

In such an event, APIIC shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to APIIC for, *inter alia*, time, cost and effort of APIIC, without prejudice to any other right or remedy that may be available to APIIC.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the financial proposal in the format at Appendix-II (the “**Financial Proposal**”) clearly indicating the **Cost of the Consultancy per allotment case** in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the costs shown under different items of the Financial Proposal.

Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by APIIC and shall ensure that there are no changes caused in the content of the downloaded document.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of APIIC, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of APIIC”

If the envelope is not sealed and marked as instructed above, APIIC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain the Processing Fee, Proposal Security and the Application in the prescribed format (Form-1 of Appendix-I) along with Form-2 to Form-13 of Appendix-I and supporting documents.

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format at Appendix-II.

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 APIIC may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by APIIC after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by APIIC prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked **“MODIFICATION”**, **“SUBSTITUTION”** or **“WITHDRAWAL”**, as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by APIIC, shall be disregarded.

2.20 Performance Security

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

- a) if an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- c) if the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 APIIC shall open the Proposals at the time and place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, APIIC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is received in the forms specified at Appendix-I;
 - b) the Technical proposal is received in Hard Bound form as defined in Clause 2.16.1;
 - c) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
 - d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
 - e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5;
 - f) it is accompanied by Processing Fee and Proposal Security;
 - g) it contains all the information (complete in all respects) as requested in the RFP;
 - h) it does not contain any condition or qualification; and
 - i) it is not non-responsive in terms hereof.
- 2.21.4 APIIC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by APIIC in respect of such Proposals.
- 2.21.5 APIIC shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section-3 of this RFP.
- 2.21.6 After the technical evaluation, APIIC shall prepare a list of prequalified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. APIIC will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7 Applicants are advised that Selection shall be entirely at the discretion of APIIC. Applicants shall be deemed to have understood and agreed that APIIC shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

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

2.22 Confidentiality

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

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, APIIC may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by APIIC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, APIIC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of APIIC.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. Those Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of APIIC. In case the Selected Applicant fails to reconfirm its commitment, APIIC reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 APIIC will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of APIIC.

2.24.3 APIIC will examine the credentials of all Sub-Consultants / Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of APIIC.

2.25 Substitution of Key Personnel during implementation of the Agreement

2.25.1 APIIC expects the Key Personnel to be available during implementation of the Agreement. Post signing of the Agreement, APIIC will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of APIIC. Without prejudice to the foregoing, substitution of the Key Personnel shall only be permitted subject to reduction of payment equal to 10% (ten per cent) of the fee quoted by the Selected Applicant for delivering the consulting services.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify APIIC, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by APIIC to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, APIIC may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, APIIC may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

2.30 Proprietary data

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S_T).

3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if any 3 (three) Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has upto 2 (two) Key Personnel, who scored less than 60% (sixty per cent) marks, they would have to be replaced during negotiations, with a better candidate who, in the opinion of APIIC, would score 60% (sixty per cent) marks or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

S. No.	Criteria	Marks	Description	Scoring Criteria
1.	Relevant Experience of the Applicant	40	Number of Eligible Assignments (as defined in Clause 2.2.3) undertaken over the past 10 (ten) years preceding the PDD	<ul style="list-style-type: none"> • 1 (one) Eligible Assignments = 10 (ten) marks • 2 (two) Eligible Assignments = 20 (twenty) marks • 3 (three) Eligible Assignments = 30 (thirty) marks • 4 (four) or more Eligible Assignments = 40 (forty) marks
2.	IT Experience of the Applicant	10	Design, Development and Implementation of IT / ERP Solutions for Progress Monitoring of Projects	<ul style="list-style-type: none"> • 1 (one) Eligible Assignments = 2.5 (two and a half) marks • 2 (two) Eligible Assignments = 5 (five) marks • 3 (three) Eligible Assignments = 7.5 (seven and a half) marks • 4 (four) or more Eligible Assignments = 10 (ten) marks

S. No.	Criteria	Marks	Description	Scoring Criteria
3.	Relevant Experience of the Key Personnel	40		
3.a	Engineer (the "Team Leader")	20	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Team Leader / Project Director / Project Manager	<ul style="list-style-type: none"> • 3 (three) marks for each Eligible Assignment, upto a maximum of 18 (eighteen) marks • Additional 2 (two) marks if the Team Leader is MBA or equivalent
3.b	Survey Team 2 Members	10		
3.b.1	Civil Engineer 1	5	<i>He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Civil Engineer.</i>	<ul style="list-style-type: none"> • 2.5 (two and half) marks for each Eligible Assignment, upto a maximum of 5 (five) marks
3.b.2	Civil Engineer 2	5	<i>He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Civil Engineer.</i>	<ul style="list-style-type: none"> • 2.5 (two and half) marks for each Eligible Assignment, upto a maximum of 5 (five) marks
3.c	Software Developer with knowledge of GIS systems	10	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] as a software developer.	<ul style="list-style-type: none"> • 2.5 (two and half) marks for each Eligible Assignment, upto a maximum of 10 (ten) marks
4.	Work Plan and Methodology and Presentation	10	Presentation to APIIC highlighting key aspects of technical proposal and their experience demonstration through showcasing all the IT Solutions/websites designed by them using Internet. All the key personnel proposed for the project shall be available at the time of presentation.	
	Grand Total	100		

3.2 Short-listing of Applicants

The Applicants ranked as aforesaid, shall be prequalified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), APIIC may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified and shortlisted Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F) as specified in Clause 3.3.3.

3.3.2 For financial evaluation, the total cost per allotment case indicated in the Financial Proposal (excluding Service Tax) will be considered.

3.3.3 APIIC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total quoted price of services per allotment case (excluding Service Tax). Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times FM/F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where, T_W and F_W are weights assigned to Technical Proposal and Financial Proposal that shall be 0.7 and 0.3 respectively.

3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, APIIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **“Prohibited Practices”**) in the Selection Process. In such an event, APIIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to APIIC for, *inter alia*, time, cost and effort of APIIC, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of APIIC under Clause 4.1 hereinabove and the rights and remedies which APIIC may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by APIIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by APIIC during a period of 3 (three) years from the date such Applicant or Consultant, as the case may be, is found by APIIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of APIIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of APIIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of APIIC in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by APIIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of APIIC. APIIC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 APIIC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information
 - c) retain any information and /or evidence submitted to APIIC by on behalf of and /or in relation to any Applicant ;and /or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases APIIC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by APIIC or submitted by an Applicant shall remain or become, as the case may be, the property of APIIC. APIIC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 APIIC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1: Terms of Reference (TOR)

(See Clause 1.1.2 of RFP)

1. General

Andhra Pradesh is one of the most progressive forward-looking and advanced states in the country when it comes to infrastructure development and employment generation efforts. Andhra Pradesh Industrial Infrastructure Corporation Limited (the "APIIC"), fully owned by the GoAP, is a progressive organization responsible for development of Industrial Infrastructure in the state of Andhra Pradesh. APIIC is known for creating landmark infrastructure projects in the state, which are fueling the economic growth in the state. APIIC has so far developed more than 250 industrial parks/estates and created land banks for the future industrial development.

APIIC in its endeavour of promoting industrial development in the state allots land parcels to various entrepreneurs for development of industrial projects at various locations within the state of Andhra Pradesh. APIIC receives applications from the entrepreneurs seeking allotment of land for establishment of industrial units/projects. Such applications are scrutinized for taking decision for land allotment as per the 'APIIC Allotment Regulations'. The applications are scrutinized on the basis of various criteria such as justification for land, investment to be made, employment to be created, financial viability of the project, green category industries, etc. Based on the scrutiny of the applications and the detailed project report submitted by the applicant/entrepreneur, APIIC allots land parcels to the entrepreneurs. APIIC now intends to monitor the status and progress of the projects which were proposed to be developed by the entrepreneurs on the allotted land parcels.

APIIC now seeks the expertise a qualified Consultant for undertaking the Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment read with APIIC Allotment Regulations. To achieve the above key objective, APIIC intends to appoint a Consultant for an initial period of 12 (twelve) months (the "Consultancy Period") which would be further extendible thereafter subject to the mutual agreement of the Consultant and APIIC. However, APIIC reserves the right to re-conduct the Selection Process.

2. Scope of Work

The scope of work for the Consultant is to undertake the Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment issued by APIIC. The detailed scope of services covered under this assignment is as below:

A. Framework for Offline and Online Monitoring of implementation progress of projects on the land parcels allotted by APIIC.

The consultant shall prepare a framework for monitoring the implementation progress of projects on the land parcels allotted by APIIC. The framework will include two parts

1. Offline Monitoring: The consultant would prepare a standardized format for capturing data in a Quarterly Status Report for each allocation case.
2. Online Monitoring: The consultant shall review the existing IT / ERP systems of APIIC and explore possibilities of integrating the data in the existing IT / ERP systems so as to enable APIIC and GoAP officials to track and monitor the progress

of each project remotely. The consultant shall generate a standardized system integrated MIS report for updation of the online monitoring systems

B. Project status monitoring using Satellite Imagery and other techniques

The Consultant needs to procure high spatial resolution satellite imagery such as Cartosat etc, which helps in mapping and identifying the changes related to progress of the project.

High-resolution satellite images will be acquired for every quarter or any specific schedule suggested by APIIC and process for confirmed changes that take place in APIIC allotted plots.

The field visits and data collection including digital photographs may supplement this exercise on need basis. The collected data and other reports need to upload as per the formats approved by APIIC.

C. Site Survey and Updation of database

The Consultant shall periodically (once in three months) visit each of the allotted land parcels to check the status of the project. The Consultant shall also collect relevant information regarding the status of various government approvals required during the implementation of the project, photograph of the site conditions, progress of construction and operation works etc. All the information should be compiled in a Quarterly Status Report and submitted to APIIC. The consultant shall also upload the data in a Web based application so as to enable APIIC and GoAP officials to track and monitor the progress of each project remotely.

For each case of land allotment the web based application should contain the updated information on the following:

- Allotment details showing date of application and allotment, rate of allotment, plot area, details of payments made by entrepreneur, specific conditions/obligations set for the entrepreneur at the time of allotment, etc.
- Status of lease deed or sale deed i.e. executed or not if yes then name and constitution of firm / person having lease hold rights. Possession of lease i.e. with allottee / APIIC / financial institution.
- Due date of commencement of construction, due date of commencement of production etc. The application shall have capabilities to detect the breach of the scheduled timelines and to highlight the entrepreneurs/projects that are defaulting on the scheduled timelines.
- Physical inspection & progress monitoring of projects being implemented on allotments made by APIIC, by undertaking site visits and surveys
- Physical status of project site (allotted land) using photographs and relevant GIS data.
- Preparing Quarterly Progress Reports for each of the allotments highlighting the progress and recommendations on actions to be taken by APIIC in line with terms and conditions of allotment.

D. IT solution for online monitoring the progress of projects on the land parcels allotted by APIIC

The consultant shall provide inputs to the existing IT / ERP vendors of APIIC for the Design, Development and Implementation of the IT solution for online monitoring of the progress of projects on land parcels allotted by APIIC.

The consultant shall collaborate with the existing IT / ERP vendors of APIIC and provide any design, development and integration support to the existing IT vendors of APIIC to ensure smooth functioning of the IT solution

The consultant shall prepare and update system integrated MIS reports based on the data collected on site visits and captured in the Quarterly Status Reports.

The Consultant shall periodically (once in three months) update the online database to enable APIIC officials to view the latest status online. APIIC officials shall be provided approval rights on the data uploaded to verify the online and offline data and provide approval online.

In case, the consultant deems that the existing systems are not compatible for the online monitoring, the Consultant shall develop an IT Solution / application in consultation with APIIC. This application shall be used to track the status and monitor the progress of industrial projects that are to be developed by various entrepreneurs on the land parcels allotted by APIIC. The application should cover the land parcels already allotted by APIIC in last one year (refer to the data attached with this ToR) as well as it should have the ability to add on cases of land allotments that are to be done in future.

The IT Solution is conceptualized to include following:

- A dynamic web portal which shall have a login for APIIC officials and all the entrepreneurs and shall have functionalities relevant to APIIC and Entrepreneurs. Citizens or unnamed users can obtain information related to APIIC from the web portal without any login.
- APIIC official and Entrepreneurs shall have rights to upload the certificates/documentary evidences related to project implementation. For e.g. uploading of building permission, consent to establish, any environmental clearance, etc.
- APIIC officials shall be provided approval rights on the data uploaded to verify the online and offline data and provide approval online.
- Other specific features and requirements may be discussed with the consultant and mutually agreed upon during the finalization of the online and offline framework.

3. Scope not exhaustive

The scope of services specified in the Section-2 of this TOR are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for the Project.

4. Deliverable Timelines and Payment Schedule

- 4.1 The schedule for completing the Deliverables shall be determined by the maximum number of weeks from the Effective Date of the Agreement (the “Milestones”). Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

Milestone	Deliverable	Timeline (from Effective Date)	Payment Terms (%age of the agreed Fee)
M1	On Signing of the contract		5%
M2	On preparation of framework for online and offline progress monitoring and integration with the existing IT/ERP system available with APIIC.	4 th Week	10%
M3	Maintenance of the application, updation of database and submission of updated status reports on quarterly basis.	End of 3 rd month	20%
M4		End of 6 th month	20%
M5		End of 9 th month	20%
M6		End of 12 th month	25%

5. Reporting

- 5.1 The Consultant will work closely with APIIC. A designated Official of APIIC will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 5.2 The Consultant may prepare "Issue Papers" highlighting key matters of concern that could become critical for the timely completion of the Project, and in particular to the consultancy, and that require attention from the Authority.
- 5.3 Regular communication with the designated official and the Authority is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- 5.4 The Deliverables will be submitted as per schedule provided in this TOR and in the format and number of copies prescribed by APIIC.

6. Data to be made available by the Authority

The Authority shall provide, as required, copies of all appropriate reports, and other materials to which the consultant's personnel may require reasonable access. However, if any data required by the Consultant is not available with the Authority, the consultant shall ensure such data is obtained by it through alternate sources or by conducting suitable study. Lack of data should not be reason for non-delivery of the Service or base for claim by the Consultant

7. Meetings

- 7.1 APIIC may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Vijayawada.
- 7.2 The Team leader or respective Key Personnel shall be available and make formal presentations to APIIC and inputs and response provided by APIIC shall be considered appropriately. Consultant shall actively associate with APIIC during reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews.
- 7.3 APIIC may, in its discretion, require the Consultant to participate in extended meetings and/or work from the offices of APIIC and the Consultant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of APIIC.

8. Completion of Services

The consultant shall compile all the study outputs including the primary data generated during the study and submit to APIIC in soft copy in addition to the various reports indicated in the Section-4 of this TOR. The Consultant shall prepare and submit a Project Completion report describing all the activities including the recommendations, decisions taken etc. The study outputs shall remain the property of APIIC and shall not be used without the consent of APIIC.

SCHEDULE-2: Agreement for Providing Consultancy Services

(See Clause 2.1.3 of RFP)

CONTENTS

1. General

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Authority of Member-in-charge
- 1.10 Authorised representatives
- 1.11 Taxes and duties

2. Commencement, Completion and Termination of Agreement

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services
- 2.4 Expiration of Agreement
- 2.5 Entire Agreement
- 2.6 Modification of Agreement
- 2.7 Force Majeure
- 2.8 Suspension of Agreement
- 2.9 Termination of Agreement

3. Obligations of the Consultant

- 3.1 General
- 3.2 Conflict of Interest
- 3.3 Confidentiality
- 3.4 Liability of the Consultant
- 3.5 Accounting and auditing
- 3.6 Consultant's actions requiring the Authority's prior approval
- 3.7 Reporting obligations
- 3.8 Documents prepared by the Consultant to be the property of the Authority
- 3.9 Materials furnished by the Authority
- 3.10 Providing access to the Project Office and Personnel
- 3.11 Accuracy of Documents

4 Consultant's Personnel and Sub-Consultant

- 4.1 General
- 4.2 Deployment of Personnel
- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Team Leader
- 4.6 Sub-Consultants

5. Obligations of the Authority

- 5.1 Assistance in clearances etc.
- 5.2 Access to land and property
- 5.3 Change in Applicable Law
- 5.3 Payment

6. Payment to the Consultant

- 6.1 Agreement Value
- 6.2 Currency of payment
- 6.3 Mode of billing and payment

7. Liquidated damages and penalty

- 7.1 Performance Security
- 7.2 Liquidated Damages
- 7.3 Penalty for deficiency in services

8. Fairness and Good Faith

- 8.1 Good Faith
- 8.2 Operation of the Agreement

9. Settlement of Disputes

- 9.1 Amicable settlement
- 9.2 Dispute resolution
- 9.3 Conciliation
- 9.4 Arbitration

ANNEXES

- Annex 1: Terms of Reference
- Annex 2: Deployment of Key Personnel
- Annex 3: Approved Sub-consultant(s)
- Annex 4: Payment Schedule
- Annex 5: Bank Guarantee for Performance Security

AGREEMENT

Provision of Consultancy Services for “Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment”

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the _____ day of the month of _____ 2016, between, on the one hand, the Managing Director, Andhra Pradesh Industrial Infrastructure Corporation Limited having its office at 59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road, Teachers Colony, Vijayawada - 520008 (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Consultant who will be responsible for providing the required consulting services (hereinafter called the “**Consultancy**”) which broadly includes Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment (hereinafter called the “**Project**”); and
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1 GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - (a) “Agreement” means this Agreement, together with all the Annexes;
 - (b) “Agreement Value” shall have the meaning set forth in Clause 6.1;
 - (c) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - (d) “Confidential Information” shall have the meaning set forth in Clause 3.3;

- (e) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) "Dispute" shall have the meaning set forth in Clause 9.2.1;
- (g) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- (i) "Government" means the Government of India;
- (j) "INR, Re. or Rs." means Indian Rupees;
- (k) "Member", in case the Consultant consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (l) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (n) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (o) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (p) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.6; and
- (r) "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

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

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Vijayawada may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority

may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Vijayawada it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

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

Executive Director-I

Andhra Pradesh Industrial Infrastructure Corporation Limited,
59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road,
Teachers Colony, Vijayawada – 520008

Mobile : +91-9948082028
Fax No. : 040-23233251, 040-23231459
Email : cgmf.apiic-ap@gov.in ; cgm_f@apiic.in

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

Name : -----
Designation : -----
Address : -----

Tel : -----
Mobile : -----
Fax : -----
E-mail : -----

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

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

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15(fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, the Authority shall make the payments to the Consultant pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination (after offsetting against these payments any amount that may be due from the Consultant to the Authority).

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

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

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant or its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The payments to the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole payment in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 3 (three) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within 2 (two) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its

technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5 Accounting and auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc.

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

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

- (a) Appointing such members of the professional personnel as are not listed in Annex-2;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.7 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

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

- 3.8.1 All reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

- 3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

- 3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4. CONSULTANT’S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

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

4.3 Approval of Personnel

- 4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to 1 (one) Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Key Personnel shall be permitted only upon reduction of payment equal to 10% (ten per cent) of the total Agreement Value.

The Consultant should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement.

4.5 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.6 Sub-Consultants

Sub-Consultants listed in Annex-3 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and

- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or expenses incurred by the Consultant in performing the Services, by an amount exceeding 10% (ten per cent) of the Agreement Value specified in Clause 6.1, then the payments otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value. All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

The payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. (Rs.).

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-4 of this Agreement, subject to the Consultant fulfilling the following conditions:

-
- (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage, and
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
 - (b) The Authority shall cause the payment due to the Consultant to be made within 60 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars.
 - (c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
 - (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
 - (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the “**Performance Security**”); provided that the Consultant shall not be required to provide Performance Security in the form of a bank guarantee or cash deposit.

7.1.2 Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10% (ten percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments

due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.3 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-5 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Managing Director, Andhra Pradesh Industrial Infrastructure Corporation Limited and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of

the International Centre for Alternative Dispute Resolution, Hyderabad (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Vijayawada and the language of arbitration proceedings shall be English.

- 9.4.2 The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.

Annex -1: Terms of Reference

(Refer Clause 3.1.2)

(Reproduce as per Schedule-1 of RFP)

Annex-2: Deployment of Key Personnel

(Refer Clause 4.2)

(Reproduce as per Form-6 of Appendix-I)

Annex-3: Approved Sub-Consultant(s)

(Refer Clause 4.6)

(Reproduce as per Form-13 of Appendix-I)

Annex-4: Payment Schedule

(Refer Clause 6.3)

(Reproduce as per Schedule-1 of RFP)

Annex-5: Bank Guarantee for Performance Security

(Refer Clause 7.1.3)

To

Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited,
59A-20/3/2A, 1st Floor, Sri Siva Complex,
Funtimes Club Road, Teachers Colony,
Vijayawada - 520008

In consideration the Managing Director, Andhra Pradesh Industrial Infrastructure Corporation Limited having it's office at 59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road, Teachers Colony, Vijayawada - 520008 (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "**Agreement**") a consultancy services for "Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment", and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the "**Bank**") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

- 2 We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.
4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in

writing on or before a period of 1 (one) year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before (indicate the date falling 60 days after the final deliverable).

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3: Guidance Note on Conflict of Interest

(See Clause 2.3.3 of RFP)

- 1 This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between APIIC and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from APIIC which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for APIIC.
 - (iii) Potential consultant should not have recently worked for APIIC overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of APIIC who have current or recent connections to the companies involved, therefore, needs to be avoided.
- 4 The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of APIIC. All conflicts must be declared as and when the consultants become aware of them.
- 5 Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a

difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of APIIC.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of APIIC but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to APIIC at the earliest. Officials of APIIC involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited,
59A-20/3/2A, 1st Floor, Sri Siva Complex,
Funtimes Club Road, Teachers Colony,
Vijayawada - 520008

Sub: Appointment of Consultant for Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment

Dear Sir,

1. With reference to your RFP Document dated during June 2016, We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment. The proposal is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:
 - (a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
 9. We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
 10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
 15. We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
 16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
 17. In the event of our firm being selected as the Consultant, we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 18. In the event of our firm being selected as the Consultant, we agree and undertake to provide the consultancy services in accordance with the provisions of the RFP.
 19. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

21. A non-refundable processing fee of Rs. 10,000 (Rupees ten thousand only) in the form of Demand Draft drawn on a scheduled bank in favour Andhra Pradesh Industrial Infrastructure Corporation Limited payable at Vijaywada is submitted along with the proposal.
22. Proposal Security of Rs. 1,00,000/- (Rupees one lakh only) in the form of Demand Draft drawn on a scheduled bank in favour Andhra Pradesh Industrial Infrastructure Corporation Limited payable at Vijaywada is submitted along with the proposal.
23. We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

Form 2: Particulars of the Applicant

1.1	Title of Consultancy: Consulting Services for Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment	
1.2	Title of Project: Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment	
1.3	State whether applying as Sole Firm or Lead Member of a consortium:	
1.4	<p>State the following:</p> <p>Name of Firm : Legal status : Country of incorporation : Registered address : Year of Incorporation : Year of commencement of business : Principal place of business :</p> <p>Name, designation, address and phone numbers of Authorized Signatory of the Applicant:</p> <p>Name : Designation : Company : Address : Phone No. : Fax No. : E-mail address :</p>	
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:	
	(i) Name of Firm:	
	(ii) Legal Status and country of incorporation:	
	(iii) Registered address and principal place of business:	
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:	
	(i) In case of non-Indian Firm, does the Firm have business presence in India?	

	If so, provide the office address (es) in India.	
	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?	
	(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/entity in last five years?	
	(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?	
	(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.	
1.7	Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?	
	If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?	
1.8	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?	
	If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?	
	If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?	
1.9	(Signature, name and designation of the authorised signatory) For and on behalf of	

Form 3: Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

(Date and Reference)

To,

Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited,
59A-20/3/2A, 1st Floor, Sri Siva Complex,
Funtimes Club Road, Teachers Colony,
Vijayawada - 520008

Sub: Appointment of Consultant Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment

We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

**Please strike out whichever is not applicable*

Form 4: Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment by Andhra Pradesh Industrial Infrastructure Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in meetings/conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees one hundred) and duly notarised by a notary public.

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

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

Form 5: Financial Capacity of the Applicant*(Refer Clause 2.2.2 (B) of RFP)*

S. No.	Financial Year	Annual Revenue (in Rs.)
1	2014-2015	
2	2013-2014	
3	2012-2013	

Certificate from the Statutory Auditor⁵

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

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

⁵*In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.*

Form 6: Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Engineer (the "Team Leader")						
2	Survey Team (Civil Engineers - 2 members)						
3	Software Developer						

[#]Refer Form-9 of Appendix-I Eligible Assignments of Key Personnel

Form 7: Proposed Methodology and Work Plan

Form 8: Abstract of Eligible Assignments and Other Assignments of the Applicant*(Refer Clause 2.2.2(A) and Clause 3.1 of RFP)*

S. No.	Name of Eligible Assignment #	Name of Client	Professional fee^{##} received by the Applicant (in Rs Lakh)[£]
(1)*	(2)	(3)	(4)
1			
2			
3			
4			
5			
6			

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

The Applicant should provide details of only those assignments that have been undertaken by it under its own name. Refer Clause 2.2.3 for the definition of Eligible Assignment.

Exchange rate should be taken as Rs. 65 per US \$ for conversion to Rupees.

£ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state either "Above Rs. 5 (five) lakh" or "Below Rs. 5 (five) lakh" in respect of a particular project.

* The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

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

Form 9: Abstract of Eligible Assignments of Key Personnel

(Refer Clause 3.1 of RFP)

Name of Key Personnel:®

Designation:

S. No.	Name of Eligible Assignment*	Name of Client	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man-days spent on the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						
6						

® Use separate Form for each Key Personnel.

* The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

Form 10: Eligible Assignments of Applicant*(Refer Clause 2.2.2(A) and Clause 3.1 of RFP)*

Name of Applicant	
Name of the Project/Eligible Assignment	
Brief Description of the Project/Eligible Assignment:	
Description of services performed by the Applicant firm	
Name of Client and Address (indicate whether public or private)	
Name, telephone no. and fax no. of the client representative	
Payment received by the Applicant as professional fees (in Rs. Lakh)[£]	
Start date and finish date of the services (month/year):	

Notes:

- Use separate sheet for each Eligible Assignment and/or Other Assignment. The documentary evidence in support of the information furnished for Eligible Assignment and Other Assignment should be submitted by the Applicant.*
 - Exchange rate should be taken as Rs.65 per US \$ for converting to Rupees.*
- [£] *In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state either "Above Rs. 5 (five) lakh" or "Below Rs. 5 (five) lakh" in respect of a particular project.*

Form 11: Eligible Assignments of Key Personnel

(Refer Clause 3.1 of RFP)

Name of Key Personnel	
Designation of the Key Personnel	
Name of the Project/Eligible Assignment	
Brief Description of the Project/Eligible Assignment:	
Name of the Consulting Firm where Employed	
Description of services performed by the Key Personnel (including designation)	
Name of Client and Address (indicate whether public or private)	
Name, telephone no. and fax no. of the client representative	
Start date and finish date of the services (month/year):	

Notes:

- 1. Use separate sheet for each Eligible Assignment.*

Form 12: CVs of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of Eligible Assignments on which the Personnel has worked

Assignment Name and Brief Description	Description of Responsibilities

Certification:

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

(Signature and name of the Professional Personnel)

Place.....

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

Notes:

1. Use separate form for each Professional Personnel.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-9 of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm.

Form 13: Proposal for Sub-consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant				
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 11 and 12 of Appendix –I.
2. Use separate form for each Sub-Consultant.

Appendix-II: Financial Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited,
59A-20/3/2A, 1st Floor, Sri Siva Complex,
Funtimes Club Road, Teachers Colony,
Vijayawada - 520008

Sub: Appointment of Consultant for Third Party Inspection & Monitoring of Implementation of Projects by Allottees as per Terms & Conditions of Land Allotment

We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Request of Proposal dated June 2016, and our Proposal (Technical and Financial Proposal). **Our attached financial proposal is Rs.----- (Rupees ----- only) per allotment case** inclusive of all incidental & overhead charges and applicable taxes (excluding service tax).

We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.