

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE
CORPORATION LIMITED**

(A Govt. of Andhra Pradesh Undertaking)



**Tender Document
for
Development of WEB APPLICATION & MOBILE APPLICATION
for AP – YSR ONE**

January, 2023

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)

APIIC Towers, Plot No-1, IT Park, Mangalagiri, Guntur (Dist.), AP-522503

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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 DOCUMENT.

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 DOCUMENT.

The issue of this DOCUMENT 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.

Notice Inviting Tender (NIT)

1	Tender Notice No.	: 06/GM/MIS/APIIC/2022-23 Dt: 17.01.2023
2	Name of the Project	Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE
3	NIT Issue Date	18.01.2023
4	Bid documents downloadable from	18.01.2023, 8:00 PM Onwards
5	Last date & time for submission of Proposal (Bid Due Date) (BDD)	On or before 23.01.2023 by 1:00PM at the e-Procurement Portal of AP
6	Date & time for opening of Technical Proposal	At 3:01 PM on 23.01.2023
7	Date and Time of opening of the financial proposal	At 1:00 PM on 24.01.2023
8	Proposal Transaction Fee (Non-Refundable)	The bidder is required to pay Transaction fee of INR 5,900/- (INR Five Thousand Nine Hundred only) through NEFT/ Credit/ Debit Card/ Online at https://tender.apecurement.gov.in as a part of transaction fee before submission of proposal online.
9	Earnest Money Deposit (EMD) (Refundable)	INR 50,000/- (INR Fifty Thousand only) through online via NEFT/ Credit / Debit Card at https://tender.apecurement.gov.in or in the form of online payment
10	Proposal Processing Fee (Non- Refundable)	The bidder is required to pay processing fee of INR 2,360/- (INR Two Thousand Three Hundred and Sixty only) to APIIC Account as follows Name : ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED Account No: 013411100003855 Bank Name : ANDHRA BANK Branch Name: RING ROAD BRANCH, VIJAYAWADA IFSC CODE: ANDB0000134
11	Validity of the proposal	90 days from the Proposal Due Date (PDD)

12	Procedure for bid submission	<p>Proposals shall be submitted online on https://tender.apecurement.gov.in platform</p> <ol style="list-style-type: none"> 1. The participating bidders in the tenders should register themselves free of cost on e-procurement platform in the website https://tender.apecurement.gov.in 2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital Certificates. 3. The bidders who are desirous of participating in the tender process shall submit their technical proposal, price bids as per the standard formats available at the procurement website. 4. The bidders should sign, scan and upload the respective documents in Technical bid documentation as detailed at Appendix 1 of the RFP including EMD. The bidders shall sign & affix stamp on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. <p>The rates should be quoted online only</p>
13		<ol style="list-style-type: none"> 1. In case of discrepancy between the uploaded softcopy Technical Proposal and the hardcopy submitted, the upload softcopy shall be given precedence and will form the basis of evaluation and final selection 2. No hardcopy of financial bid/proposal shall be submitted. The Financial Proposal shall be submitted online and in the prescribed template only. 3. Failure to furnish the documents, certificates, will be entitled for rejection of the bid. 4. The Department of Industries shall not hold any risk because of postal delay. 5. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited. 6. The Department will not hold any risk and responsibility regulating non-visibility of the scanned & uploaded documents. 7. The documents that are uploaded online on e-procurement portal will only be considered for Bid Evaluation.

If your firm is interested in participation, please visit the web site at <https://tender.apecurement.gov.in> The processing fee is payable only when you indent full copy of the bid document and for participation intender.

BID DOCUMENT

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 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 ~ 400 industrial parks/estates and created land banks for the future industrial development.
- 1.1.2. This project will use monthly updated High-Resolution Satellite Imagery; optimally compatible with revenue cadastral scale of mapping along with latest advances in AI/ML and mobile technology to identify, record and address changes to government owned land parcels.
- 1.1.3. In pursuit of taking forward, APIIC has desired to “**Development of WEB APLLICTION & MOBILE APPLICATION for AP – YSR ONE “**

1.2. Requests for Proposal

- 1.2.1. APIIC invites proposals from interested firms (the “Proposals”) for selection of an Agency (the “VENDOR”) who will be responsible for “Development of WEB APLLICTION & MOBILE APPLICATION for AP – YSR ONE “
- 1.2.2. APIIC intends to select the Agency through an Open Competitive bidding in accordance with the procedure laid out in G.O Ms No : 16 of ITE&C Dept Dt 19/07/2016 which are 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 Office by sending written queries to APIIC within the date and time specified in Clause 1.8.

1.4. Bid Document, Processing Fee and Proposal Security

The bid document can be downloaded from the official website <https://tender.apecurement.gov.in/>.

1.4.1. Fees Payable:

- a) Non-Refundable Processing Fee of Rs 2,360/-(Rupees Two Thousand Three Hundred and Sixty only) including GST to be paid through online for the following APIIC Account

Name :ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED
Account No:013411100003855
Bank Name :ANDHRA BANK
Branch Name: RING ROAD BRANCH, VIJAYAWADA
IFSC CODE: ANDB0000134.

- b) Failure to payment towards processing fee the proposal will entail rejection of the bid in e-Procurement.
c) No other form of payment is acceptable

1.4.2. Security Deposit / EMD :

- a) Security Deposit of Rs.50,000/- (Rupees Fifty Thousand only) to be paid online through www.apecurement.gov.in website.
b) The Security Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) will be refunded to other bidders except L1 bidder, after concluding agreement with L1 bidder.

1.4.3. Payment Transaction Fee:

Payment of Transaction Fee: It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Nonrefundable Transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform".

The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A GST of 18.00% + Bank charges on the transaction amount payable to APTS shall be applicable.

1.4.4. Corpus Fund:

As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs. 10,000 (Rupees ten thousand only) for all works with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful bidders on eProcurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favor of Managing Director, APTS. There shall not be any charge towards eProcurement fund in case of works, goods and services with ECV less than and up to Rs. 10 lakhs

1.5. Validity of the Proposal

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

1.6. Brief description of the Selection Process

APIIC follows the methodology laid in G.O Ms No 16 of ITE&C Dept , wherein it clearly states that VENDORS who qualify the Pre-Qualification stage only financial proposal will be accepted

APIIC has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids. 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.75 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	Proposal Due Date or PDD	13:00 hours on 23/01/2023
2	Opening of Technical Proposals	13:01 hours on 23/01/2023
3	Opening of Financial Proposals	13:00 hours on 24/01/2023
4	Signing of Agreement	Within 7 (seven) days from the date of acceptance of LoA

1.9. Communications

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

General Manager (MIS)

Address : APIIC Towers, Plot No-1, IT Park, Mangalagiri, Guntur(Dist), AP 522503,

Phone No. : 08632381859

Email : gmmis.apiic-ap@gov.in

All communications should contain the following information, to be marked at the top in bold letters “**Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE**”

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 assignment are specified in this bid document. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Services, 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. Number of Consortium members permitted under this tender would be a maximum of 02 (two) firms. In case the Applicant is a Lead Member of a consortium of firms, then the conditions of eligibility mentioned at clause 2.2 of the bid document can be cumulatively met by all the Consortium Members. Hence, the evaluation would consider credentials, technical capacity and financial capacity of all consortium members (Ref Cl 2.1.3). However, the Lead Member should be a professional firm having a minimum of 03 (THREE) years of continuous existence as a legal entity as on 01/01/2023
- 2.1.2. Applicants are advised that the selection of the VENDOR 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 Applicants shall submit its Proposal in the form and manners 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.

In case of Joint Venture, the proposal should mandatorily follow the conditions stated as follows

A valid Joint Venture Agreement should be formulated for this particular work only.

The Members of Joint Venture shall nominate One Member as **“LEAD MEMBER “** of the JV. There shall be a JV Agreement / Memorandum of Association (MoA) between the Parties. Here the number of the members in JV/MoA shall not be more than 02 Nos in any case as such.

Here the **“LEAD Member”** shall mandatorily **fulfill all conditions laid under 2.2.2** and 51% of Key Personnel (i.e mandatorily Project Manager) should be on the payrolls of LEAD Member). Balance other Members (each) shall possess at least 10% requirement. As a whole the JV / MoA as a whole shall cumulatively/collectively has to fulfill 100 % requirement

The JV Agreement should clearly exhibit the responsibilities of the JV members. The non lead members of the JV shall execute a Power of Attorney (as per the proforma mentioned) in favor of the Lead Member authorizing the Lead Member to conduct all business for and on behalf of the JV during (a) Tendering process and (b) execution and for successful performance of the package in case of award of work. The Lead Member shall execute a Power of Attorney in favor of one of its officers to be the Authorized Signatory for signing the Bid Documents and also to undertake all other acts and deeds on the behalf of the JV in connection with the Bid and the Contract.

Once the tender is submitted, the JV agreement shall not be modified/ altered/terminated during the validity of the tender. In case the tenderer fails to comply with this stipulation, the EMD shall be forfeited

Joint and several liability- The members of JV to which the contract is awarded, shall be jointly and severally liable to the Employer (APIIC) for execution of project within the stipulated period in accordance with General and Special conditions of the contract. The JV Members shall also be liable jointly and severally for the loss, damages caused to APIIC Ltd during the course of execution of the contract or due to non- execution of the work or part thereof.

Duration of the Joint Venture Agreement: It shall be valid during the entire period of the contract including the period of extension if any up to completion of work.

2.1.4. Key Personnel

The Team (the “**SERVICE CONTRACT Team**”) shall consist of the following key personnel (the “**Key Personnel**”)whoshalldischarge theirrespective responsibilities to accomplish the tasks mentioned in the TOR:

1. Project Manager : 01 No (Onshore - @ APIIC H.O)
(A) (PMP Certified, 10 + Years of Experience)

2.1.5. Sub – Professional Staff required

1. UX Developer : 01 No (@ APIIC H.O)
2. Fronted Developer : 01 No (@ APIIC H.O)
3. Java Developer : 02 Nos @ APIIC H.O
4. Word Press Developer : 02 Nos @ APIIC H.O

- 2.1.6. Other Documents like PAN, GST Reg (preferably having AP Registration for LEAD Member in case of JV / Sole Bidder), IT Returns and Turnover certificate shall be mandatorily uploaded for each Member of the Consortium (in case of JV) / Sole Bidder and whereas PF Registration from LEAD Member in case of JV / Sole Bidder is only accepted.

2.2. Conditions of Eligibility of Applicants (i.e both Pre-Qualification and Technical Stage)

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. Pre- Qualification Stage (In case of JV bids, the applicant should read with Cl 2.1.3 & Cl 2.1.6) – all the supporting documents shall be uploaded or else the bid will be rejected accordingly

- i. The Applicant should be a professional firm having a minimum of 03 (THREE) years of continuous existence as a legal entity as on 31st December, 2022. (Copy of Registration certificate should be uploaded)
- ii. The Applicant shall have turnover(defined as annual sales revenue less discounts less sales tax) a minimum of **Rs.15.00 Crores** (Rupees Fifteen Crores only) per annum during any one year of the consecutive 3 (three) financial years preceding the PDD. (Copy of Auditor Certificate shall be uploaded for proof)
- iii. The Applicant shall possess positive NET Worth. (Copy of Chartered Accountant shall be furnished) of not less than **Rs 50.00 Crores**
- iv. The Applicant shall have, over the past 03 (Three) years preceding the PDD, undertaken atleast 01(ONE) Eligible Assignment as specified in Clause 2.2.3.
- v. The applicant should possess at least ISO -9001 Certification and CMMI Level 5 Certification.
- vi. Valid PF Registration
- vii. IT returns for last 3 years, PAN Card
- viii. GST Registration (preferably APGST or any GST registration at the time of bidding. The Applicant who has not furnished APGST registration at the time of bidding, a self-declaration on company letter head should be furnished stating that on award of the work before signing the Agreement, APGST Registration will be provided. In case of non-furnishing, the bid is deemed to be cancelled)
- ix. Litigation History (as Self Declaration)
- x. Office in Andhra Pradesh (Copy of Original Lease Agreement entered with the Owner shall be uploaded)
- xi. A self-certificate declaring that the bidder is not black listed by any Central/ State Govt. Department must be enclosed.
- xii. The Bidder should have an employee strength of more than 50 Nos (in the areas of software development, software implementation, system integration, and O&M) in India, as on date of this tender document. (certificate issued by the head of the HR department has to be uploaded)
- xiii. Should possess CMM Level 5 certification
- xiv. **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	Project Manager (the "Team Leader")	Master in Technology / MBA degree and valid PMP certification and/or related certifications	Minimum 10 years

2.2.3. Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of Tendered work the similar work is as follows

"The Applicant should successfully executed similar work /shall be hereafter deemed as eligible assignment (the "**Eligible Assignment**") (ie Upgrading/System Integration/ Configuring, Testing & Commissioning including Maintenance projects / Services for IT **Software Application** in any one Financial Year during the last 3 years (ie 31/03/2022) or current Financial Year) of value >Rs2 .0 Crs.

Here to evolve a granular criteria for computing the Value of the work (ie either in Private Sector &Govt Sector) that recognizes the experience gained by applicant in different categories is accounted as below

S No	Type of Service	Value of Similar work / Eligible Assignments are taken as No. of Projects x (% of contribution based on category x Val of Fee received during any one FY for the last 3 years) should be > Rs. 2.0 Crs					
		Single Project		Two Project		Three Project	
		Any Govt / Govt Undertaking (in %)	Private / Non Govt Setup (in %)	Any Govt / Govt Undertaking (in %)	Private / Non Govt Setup (in %)	Any Govt / Govt Undertaking (in %)	Private / Non Govt Setup (in %)
1	System Integration	50	60	35	45	25	35
2	Other IT Projects	40	50	30	40	20	30
3	Software Development	40	50	25	35	20	30

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 proposed work . 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 correlating 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 therefore.

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 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. No Pre-bid meeting . Hence queries in this regard is not encouraged
- 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/[www. apecurement.gov.in](http://www.apecurement.gov.in)
- 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 Technical Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the technical Proposal shall be initialed by the person(s) signing the Technical Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:

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

2.13.3. 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.

2.13.4. Financial proposal should not be submitted in hard copy.

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 65 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 03(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. 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-12ofAppendix-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.
- 2.14.10. 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. The Firm shall upload and submit the financial proposal in the official website in the format available at e-procurement portal (the "Financial Proposal") clearly indicating the cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Firm's authorized signatory. 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 bidders need to contact the General Manager (MIS) APIIC Ltd., Mangalagiri for any information required on 'e'-procurement.
- 2.16.2. The bidders need to register on the electronic procurement market place of Government of Andhra Pradesh that is www.apecprocurement.gov.in. On registration in the e-procurement marketplace they will be provided with a user ID and password by the system using which they can submit their proposals online.
- 2.16.3. While registering on the e-procurement market place, bidders need to scan and upload the required documents as per the RFP requirements on to their profile such uploaded documents need to be attached to the RFP while submitting the Proposals
- 2.16.4. The Firm shall submit the technical and financial proposal online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Signatory of the Firm 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.
- 2.16.5. 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.
- 2.16.6. The original copies of the Payments towards EMD and Processing fee to be produced on the request. The APIIC can ask at any time the original copies of the certificates uploaded by the bidder online, if found false the bidder may be disqualified/ black listed.
- 2.16.7. No hardcopy of Financial Proposal shall be submitted by the Firm. The Financial Proposal shall be submitted online in the prescribed template only.
- 2.16.8. The rates quoted shall be firm throughout the period of the assignment will be entertained.
- 2.16.9. The completed Proposal must be submitted on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.10. 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 1.10 in the manner and form as detailed in this RFP. A receipt there of 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

Bidders have to submit their proposals online at www.apecurement.gov.in as per the terms late proposals are not allowed by the website.

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, marked, and submitted in accordance with Clause 2.16, with 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, *Interalia*, 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 Proposal at 3.30pm 19.01.2023 hours on the PDD, on an e-procurement platform at the place specified in Clause 1.10.1. The "Technical Proposal" shall be opened first. The "Financial Proposal" of technically qualified proposals shall be opened 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 firm meets the pre-qualification criteria
 - b) The Technical Proposal is received in the forms specified at Appendix-I and is accompanied by the security Deposit;
 - c) It is received by the PDD including any extension thereof;
 - d) It contains all the information (complete in all respects) as requested in the RFP;
 - e) The firm quotes for all categories of resources
 - f) It does not contain any condition or qualification;
 - g) It is responsive in terms hereof; and It strictly does not contain any financial information that may affect the evaluation of financial proposal
 - h) It is signed and marked as stipulated in Clause 2.14; the Technical Proposal is received in the forms specified at Appendix-I;
 - 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 pre-qualification and 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. 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 THE STAFF**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 60% (sixty 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 SERVICES Contract 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 Work

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 15 (fifteen) 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, analyzed, processed or in whatever manner provided by the Consultant to APIIC in relation to the Consultancy shall be the property of APIIC.

CRITERIA FOR EVALUATION

3.1. Evaluation of Technical Proposals

- 3.1.1. Those qualified in Pre-qualification stage, the VENDORS Proposal will be evaluated Technically based on the parameter mentioned below . **Only those Applicants qualifies in Pre-Qualification and whose Technical Proposals score 70 points or more out of 100** shall be ranked as per score achieved by them, from highest to the lowest technical score (Sr).
- 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 4 (four) or more Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has upto 3 (three) 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	Description	Scoring Criteria	Marks
A) Experience of the Agency/ Key Persons				40 Marks
1.	Relevant Experience of the Applicant	Number of Eligible Assignments (as defined in Clause 2.2.3) undertaken over the past 03 (years) years preceding the PDD	<ul style="list-style-type: none"> • For Private Experience Projects • 1 (one) Eligible Assignments = 5 (five) marks • 2 (two) Eligible Assignments = 10 (ten) marks • 3 (three) or more Eligible Assignments = 20 (twenty)marks <li style="text-align: center;">OR • For Government Projects • 1 (one) Eligible Assignments = 10 (Ten) marks • 3 (Three) Eligible Assignments = 20 (Twenty) marks • 5 (Five) or more Eligible Assignments = 30(Thirty) marks 	30
2.	Relevant Experience of the Key Personnel			10
2.a	Project Manager (the “ Team Leader ”)	He/she should have been involved in Eligible Assignments [as	• 2 (TWO) mark for each Eligible Assignment, upto a	10

S. No.	Criteria	Description	Scoring Criteria	Marks
		defined in Clause 2.2.3] with an appropriate qualification and experience mentioned at Cl 2.2.2(B(iii)) in the said capacity	maximum of 5(five) marks	
B) Work Plan and Methodology				50 Marks
3.	Development / Maintenance of Similar Projects for any Govt Dept <ul style="list-style-type: none"> • 10 Projects – 30 marks • 06 Projects - 20 marks • 04 Project - 15 marks • 02 Project – 10 marks • 01 Project - 05 marks 			30
4	IT/Software Technical manpower on bidder's role as on bid calling date:- <ul style="list-style-type: none"> • 500 or above members - 10 marks • 200 to 500 members - 5 marks • 50 to 200 members – 3marks Note:- An undertaking from authorized Signatory of the bidder to be submitted along with recent submitted PF UAN list of all the employees			10
6	Certifications possessed / applied by the Applicant <ul style="list-style-type: none"> • Only CMMI 5 level 05 Marks • ISO-9001 and CMMI 5 level 10 marks 			10
C) Turnover and Office in AP				10 Marks
7	Minimum turnover required by the Applicant <ul style="list-style-type: none"> • = 1cr 01 Mark • 1 Cr to 10 Cr 03 Marks • 10 Cr to 30 Cr 04 Marks > =30 cr 05 marks 			05
8	Office in AP (Copy of proof of Office)			05
	Grand Total (A+B+C)			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

3.1.4. 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 (SF) as specified in Clause 3.3.3

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

3.1.6. 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 cost of services (excluding Service Tax). Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

3.4. Combined and Final Evaluation

3.1.7. 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 0.8 and 0.2 respectively.

3.1.8. 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.

FRAUDAND 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.

MISCELLANEOUS

- 5.1.** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2.** 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.
- 5.3.** 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.
- 5.4.** 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.
- 5.5.** APIIC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 5.6.** The interested bidder has to conduct his own site visits and ascertain the proposal on his own for prevailing infrastructure and APIIC is not going to furnish any such data for any sought of queries .

SCHEDULES

SCHEDULE-1: Terms of Reference (TOR)

(See Clause 1.1.2 of RFP)

1. General

APIIC, a fully owned Govt of A.P organisation, which was formulated with a vested objective of “PROMOTING AND PROVIDING INDUSTRIAL INFRASTRUCTURE” through development of Industrial Parks (IPs) / SEZs etc., which facilitates rapid industrial growth of industrialization in the State of Andhra Pradesh. APIIC is well-known for creating landmark infrastructure projects in the State of Andhra Pradesh, which are presently fuelling the economic growth.

But in today's high global competitive environment, attracting industrial investments by creating appropriate industrial climate and ready to ease of doing business has become a great necessity and essential tasks as mandated by the policy of EoDB of NITI AAYOG / DIPP, Govt since a competitive environment is created between the different states for attracting new investments. Hence to witness the art of creation, APIIC realized and evolved that the CUSTOMER need and has embarked on a programme of transforming its core business operations by re-engineering the process, leveraging on IT and also implementing enterprise wide Automate Integrated System for a better, cost-effective and quality infrastructure services to its CUSTOMER, so that demand will increase manifold in fulfilling its prime objective. This not only improves its credibility & transparency, but also paves to all the scouts of new and emerging markets, as a “ONE STOP SERVICES” for making a profitable investments.

Design & Develop a single unified authoritative GIS-MIS System by bringing together data from GIS survey, workflow modules, satellite and drone survey, to bring last mile visibility that should help administrators monitor and improve the effectiveness of the land administration for industries. The Setting and Commissioning of Web GIS Portal will be done for Cluster comprising of 30,000 acres of land to start with, when the Base Map creation is done. The base maps will comprise of information such as layout, details of individual parcels of land, Power lines, water lines, drainage lines and other layers. Based maps created by the department for the selected areas will be provided for integration into the geo portal and for validation using drone-based survey.

The completed geo portal will serve as a one stop destination for all prospective industries to evaluate which lands will be suitable for the specific needs to be met. The portal will also provide ability to mark areas/parcels and request for permissions

In pursuit of taking forward, APIIC has desired to “**Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE**”

2. Scope of Work

Here the Scope of the Project is defined the following Stages, which are stated as follows.

DETAILED SCOPE OF THE PROJECT:**SCOPE OF THE WORK***For***Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE****1. ABOUT AP – YSR ONE**

GoAP has intended to formulate “ all accelerated industrial development support under one roof “ for having end to end businesses enablement environment . Accordingly, an Institutional Framework was proposed to develop, wherein it is proposed to have real time “ INTERFACE “ constituting different modules such as Entrepreneurship Facilitation Cell , Research Cell , Sales Support Cell, Marketing & Branding Cell , Revitalization Cell , Business Enablement Cell etc.,

Keeping view of the real time environment for “ Business Enablement “ to the Investor , in deriving the need of the business cycle , an “ INTEGRATED KNOWLEDGE CENTER (IKC) “ was proposed for appropriate decision making in activities such as LAND , SECTOR, LINE OF ACTIVITY , TECHNOLOGY, MARKET ACCESBILITY, LOGISITIC / VENDOR , CREDIT SCHEMES .,

At the outset, the IKC is the potential area, where an INVESTOR leap towards a mile of investment with real time data & interaction . Hence, to cater this need , GoAP intends to develop IKC - an Experience Zone .

2. OBJECTIVES OF IKC :

- *To provide knowledge and information on innovative support as intended for new / existing entrepreneurs*
- *To provide guidance in making decision system for Entrepreneurs / Investors during their Business Life cycle .*

3. DETAIL SCOPE OF THE PROJECT

Here the scope of the work is detailed out in the following Stages

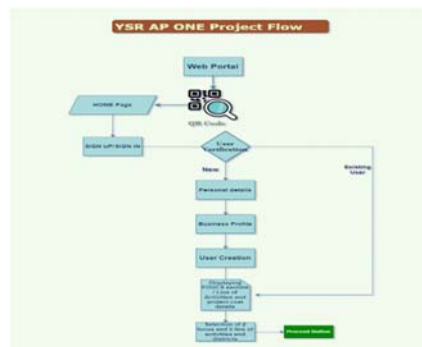
- **Stage : I : Development of Web & Mobile Application**
 - *Conceptual and Content Development*
 - *Developing the Web – Application & Mobile Application*
 - *User Acceptance Testing*
 - *Go – Live of the application*

Scope under each Stages of the Project are detailed out as below

- **Under Stage - I : Development of Web & Mobile Application**
 - **Preparation of conceptual framework and Content Development**
 - *Carry Out a detailed As-Is Study of the existing Process in end to end Life cycle of all activities concerned to Stakeholders*
 - *To prepare Functional Requirements Specifications (FRS) and Systems Requirements Specification (SRS)*
 - *To identify gap and customization needs*

- A detailed documents regarding each Process Flow and perform the Gap Analysis with the existing Application and any other products/platforms available with Stakeholders
- The Solution Provider must document the gaps and take the concurrence of the APIIC before initiation for the Customization.
- *To also identify and Document the Integrations Points with various existing Applications in GoAP (like AP Single Desk , EoDB, GIS Land Bank platform, e-Procurement, CFMS, eGov Solution, ePragati , APGST portal and any other as required from time to time etc)*
- *To propose a definite customized software solution, in accordance with frameworks and standards of APIIC duly adopting “ Integrative Approach Methodology “ (most preferably)*
- *To also conduct Risk Analysis and should provide proper Risk Mitigation Plan*
- *The selected bidder shall deliver the following deliverables (Indicative but not exclusive) on the basis of the provided Functional Requirement Specification in the Bidding Document. I&C Dept can also add or remove processes/ modules/ functionalities/items/ sub-items before or during SRS finalization to achieve the overall objective of the Project*
- *To configure “ Work flow “ of the application*
- *To freeze and finalize the application document including system requirements for configuring the application through web and mobile*

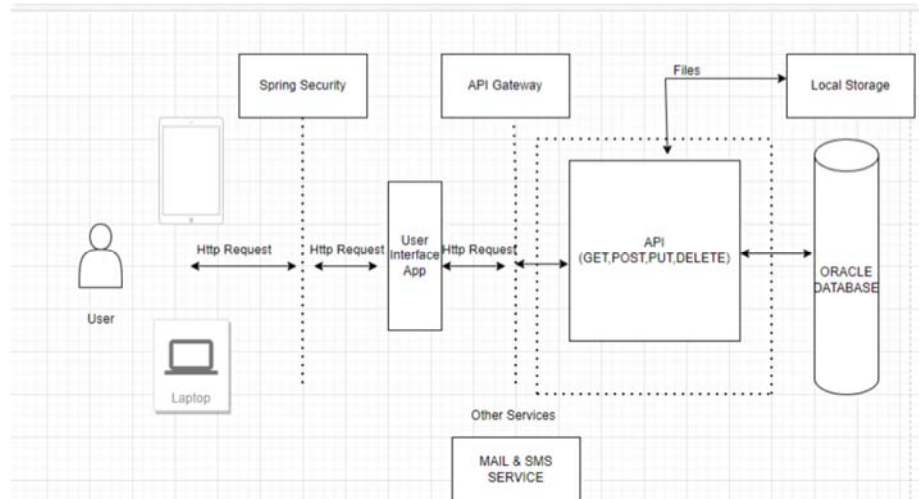
Fig 1 : INDICATIVE PROCESS FLOW



○ **Development of Web Application and Mobile Application**

- *To develop the web application using Open source platform and Mobile application adopting the environment of Android and iOS platforms*

Fig 2 : INDICATIVE ARCHITECTURE PROPOSED

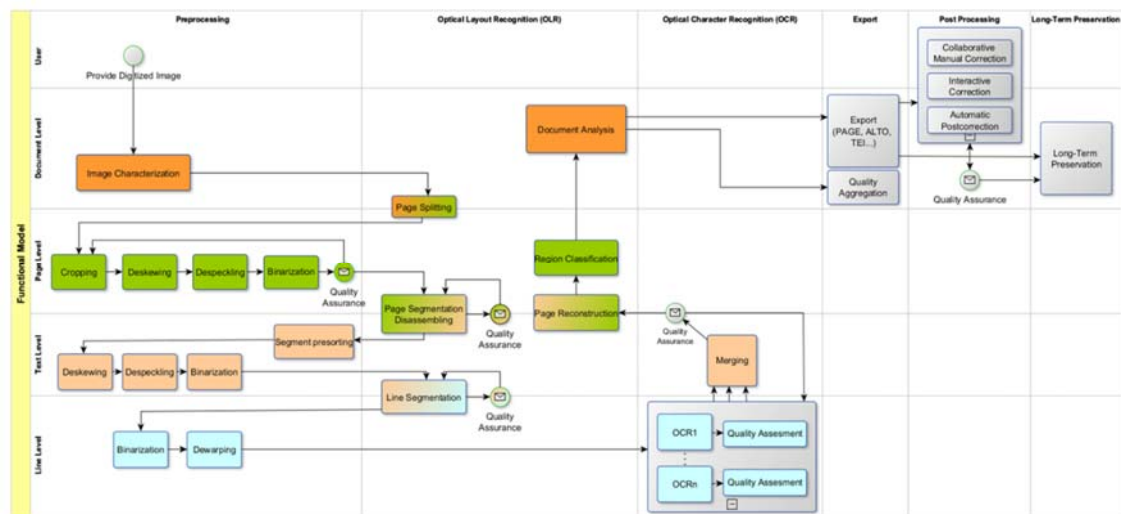


- *To also configure requisite hardware on cloud mode during this stage.*
- Web portal design and integration
 - Design of Application Architecture
 - Design of Security Architecture
 - Design of Workflow with well-defined business rule for the solution
 - Design of Change Management Policy
 - Design of Quality Assurance Plan & Methodology
 - Design of Transition policy and Plan, during and at the end of the tenure of the agreement or termination of the agreement
- Document Management System
 - Sharing With User Groups & Public Link
 - Share documents, folders, sections or even the whole account with different permissions (Previewer, Viewer, Editor) to anyone you like.
 - Create groups of collaborators to share to many people at once!
 - Audit Trail logs even previews and download, providing great overview of every action taken by anyone in your system.
 - Powerful Search
 - A powerful live-search function is built into our cloud document management software so you can search documents not only by the file name and metadata, like keywords but also the content of the files thanks to Optical Character Recognition (OCR) technology.
 - PDFs, Docx files or even screenshots and photos of documents should be thoroughly searchable.
 - Approval Workflow & Automated Retention
 - Invite people to approve and add their comments.

- A retention period for any of folders and files, in days, weeks, months or years should be plausible.
- Notifications & Audit Trails
 - Set and get automatic notifications for changes in documents, folders or sections as often as you choose and at the moment of the change or as a grouped notification once a day or week.
 - Whenever someone adds a file, deletes something, etc. a message should be sent out and detailed log of, who did what, and when.
- Associate Files & Add Metadata
 - All Signers, notes, date and due date to help organize your documents.
 - Should be easily add your own metadata fields and should be able also associate files to create relations between documents in different folder structures that belong together
- File Versions
 - Should be able to upload a new version of a document and preserve the existing metadata and all earlier versions of the file and should be easily recoverable with just one click!
 - A document check-in/check-out feature allows you to lock a document for others while you are editing it on your computer.
- Reminders
 - Should be able to configure notification at a certain date and time, just set up a reminder
 - Should be able to add as many reminders as you like and choose a different e-mail address for notification on each of them.
- Roles or Sub-Accounts
 - We should be able create unlimited hierarchy under your primary account role, we can actually add up to 5 additional roles! So, you can have one for your company or its divisions, others for you personal needs, clubs or whatever to share with the relevant people!
- Mobile Friendly DMS
 - All documents in the online document management system are accessible to you from every PC, Mac, tablet or smartphone with an internet connection.
- Local Backup
 - All documents are stored in a secure cloud and are perfectly safe, yet it should be able to get a local backup.

- Safe & Secure
 - All data should be triple backed up and bank-level encrypted in the document management system where it's safely stored and is sent via secure SSL layer.
 - should also customize password policy for the team members, so they can only choose extra long passwords and need to change their password.
- Cognitive OCR
 - Capture and convert Analog text-based resources to digital text resources.
 - The converted resources can be searchable and index so as to identify documents or images.

Fig 3 : Sample Model of Architecture



○ **User Acceptance Testing**

- *To complete end – to – end User Acceptance Testing*
- Under Testing and acceptance it is mandate to build up an overall plan for testing and acceptance of system, in which specific methods and steps should be clearly indicated and approved by I&C Dept .
- The acceptance test plan will be defined by the bidder, agreed and approved by DoI and I&C Dept and will include all the necessary steps to ensure complete functionality, operation and performance of the system.
- Testing must demonstrate that the new systems satisfy the operational and technical performance criteria. All test cases will have to be approved by DoI & I& C Dept by adopting as follows
- Outline and provide testing methodology that will be used for testing. Define the various levels or types of testing that will be performed
 - Provide necessary checklist/documentation that will be required for testing.

- The bidder must describe how the testing methodologies will conform to requirements
 - Indicate how one will demonstrate to APIIC that all functions in the new system installed have been tested.
 - **Security Audit Certification** for the application within 6 Months from the date of Go-Live
 - The Solution should provide the space for integration with the existing APIIC systems wherever necessary.
 - Software solution should have a provision to scale up the application to implement in all other departments of the state (ie mainly CM Dashboard, AP Industries etc and any other as per the requirement)
 - The Solution should be so robust and should have seamless integration with mandatory applications like AP Industries, Payment Gateway, GIS – Land Bank, e-Procurement, CFMS, and e-Gov Solution through web services. If required, an intermediate solution shall be prepared to ensure proper implementation of the proposed solution.
 - System Documentation including: Requirements document, Design document/technical manuals, Operational manual/Users’ guide, Administration manuals
 - Balance the business requirements between all groups and ensure the systems are operating effectively and efficiently. Ensure a periodic comparison of business needs with available new functionality
- **Go – Live**
 - *To take up the Go-LIVE on fastrack basis.*
 - The “Go-live” means that the system is ready in all respects i.e. design, development, testing & implementation and can be used by all the concerned Stakeholders together as per the defined scope of the project.
 - **Maintenance:**
 - Maintenance of the Web application for one Year along with the maintenance of apiic website.

Project Timelines

The project scope has been divided into two parts as mentioned in the below table:

S.N.	Milestone	Timeline (in weeks)
1.	<i>Conceptual and Content Development</i>	1 week
2.	<i>Developing the Web – Application & Mobile Application</i>	1week
3.	<i>User Acceptance Testing</i>	1week
4.	<i>Go – Live of the application</i>	1 Week
5.	<i>Maintenance (web application and apiic website)</i>	1 year

Payment :

After the completion of Go-Live of the application the 70% of the payment will be made.

Quarterly payment will be made for the remaining payment for maintenance of 1year of maintenance (*web application and apiic website*)

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 (sixty) 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 there upon 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 per cent) 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 here to expressly agree that in addition to appropriation of the amounts with held 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 per cent) 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.

FRAUD AND CORRUPT PRACTICES

10.1. 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.

10.2. 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.

10.3. 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.

MISCELLANEOUS

- 11.1.** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 11.2.** 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.
- 11.3.** 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.
- 11.4.** 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.
- 11.5.** APIIC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

APPENDICES

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

The Executive Director
Andhra Pradesh Industrial Infrastructure Corporation Limited,
APIIC Towers, Plot No-1,
IT Park, Mangalagiri,
Guntur(Dist), AP-522503

Sub: Appointment of Consultant for “Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE” -reg

Dear Sir,

1. With reference to your Bid Document dated during _____ 2023, We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for “” . 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 VENDOR , 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 VENDOR 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 Bid 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 Bid 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 Bid document, 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 favor of the authorized 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. 2,360 (Rupees Two Thousand Three Hundred and Sixty only) paid through online to Andhra Pradesh Industrial Infrastructure Corporation Limited payable at Mangalagiri is submitted along with the proposal.

22. Proposal Security of Rs. 50,000/- (Rupees Fifty Thousand only) to be paid online 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 authorized signatory)

(Name and seal of the Applicant/ Lead Member)

Form 2: Particulars of the Applicant

1.1	Name of the Work : <i>Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE</i>	
1.2	Title of Project: <i>Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE</i>	
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 authorized 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,
APIIC Towers, Plot No-1,
IT Park, Mangalagiri,
Guntur(Dist), AP-522503

Sub: Appointment of consultant for “Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE”

xxx

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 Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal.

Further, the authorized 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 authorized 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 authorize 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 "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are **Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE** in 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 Authorized 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 Authorized 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, 2023

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	2019-20	
2	2020-21	
3	2021-22	

Certificate from the Statutory Auditor[§]

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 authorized signatory)

Date:

Name and seal of the audit firm:

[§]*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: 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 Project [#]	Name of Client	Type of Project (Eligible Assignment / Other Assignment) ^φ	Professional fee ^{##} received by the Applicant (in Rs Lakh) [£]
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				
6				

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 6 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized 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.

^{##} Exchange rate should be taken as Rs. 75 per US \$ for conversion to Rupees.

^φ Refer Clause 2.2.3 for the definition of Eligible Assignment and Other Assignment.

[£] 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.

Appendix-II: Financial Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Executive Director
Andhra Pradesh Industrial Infrastructure Corporation Limited,
APIIC Towers, Plot No-1,
IT Park, Mangalagiri,
Guntur(Dist), AP-522503

Sub: Appointment of Consultant for “Development of WEB APPLICATION & MOBILE APPLICATION for AP – YSR ONE “

We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Request of Proposal dated _____ 2023, and our Proposal (Technical and Financial Proposal). Our attached financial proposal is Rs.----- (Rupees ----- only) inclusive of all incidental & overhead charges and applicable taxes (excluding GST) which are as follows

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 authorized signatory)

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