



**Andhra Pradesh Industrial Infrastructure  
Corporation Limited**

(A Govt. of Andhra Pradesh Undertaking)

**Request for Proposal for consultancy services of  
legal firm on retainership basis**

November 2024

**Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)**

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9<sup>th</sup> floor, APIIC Towers, Plot No-1, IT Park, Mangalagiri, Guntur (Dist.), AP-522503

## **DISCLAIMER**

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

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

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery

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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.

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**NOTICE INVITING TENDER (NIT)**

1.	<b>Name of the consultancy assignment</b>	Consultancy services of legal firm on retainership basis to Andhra Pradesh Industrial Infrastructure Corporation Limited
2.	<b>NIT/RFP Issue Date</b>	01.11..2024
3.	<b>Bid documents downloadable from</b>	01.11..2024 8.00 PM
4.	<b>Last date &amp; time for submission of Proposal (Proposal Due Date) (PDD)</b>	On or before 18.11.2024 by 3:00 PM
5.	<b>Date &amp; time for opening of Technical Proposal</b>	At 3:30 PM on 18.11.2024
6.	<b>Processing Fee (Non-refundable)</b>	Non-Refundable Processing Fee of ₹29,500/- (Rupees twenty-nine thousand & five hundred only) including GST to be paid through online mode in <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a>
7.	<b>Proposal Security (Refundable)</b>	Proposal Security of ₹1,00,000/- (Rupees one lakh only) to be paid online at <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a> in APIIC Limited. Scanned copy of online payment receipt to be uploaded in the e-procurement portal of AP <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a> For further details refer clause 1.4.3 of the RFP.
8.	<b>Procedure for Proposal submission</b>	<ol style="list-style-type: none"> <li>Proposals shall be submitted online on <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a></li> <li>The Applicants should register themselves free of cost on AP e-Procurement portal i.e. <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a></li> <li>Applicants can login to e-Procurement portal in secure mode only by signing with the Digital Certificates.</li> <li>The Applicants who are desirous of participating in the Selection Process shall submit their Technical Proposal &amp; Financial Proposal as per the standard formats available at <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a></li> <li>The Applicants should sign, scan and upload the Technical Proposal &amp; Financial Proposal as per Appendix-I and Appendix-II of the RFP. The Applicant shall have the signature of Authorized Representative &amp; affix its stamp on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/ authenticity.</li> </ol>

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		6. Financial Proposal should be submitted online only and strictly as per Appendix – II.
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# **REQUEST FOR PROPOSAL**

## **1. INTRODUCTION**

### **1.1. Background**

1.1.1. Andhra Pradesh is one of the most forward-looking states in the country in terms of infrastructure development. 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 470 industrial parks/ estates and created land banks for the future industrial development.

1.1.2. APIIC With the view to select retainer consultants (the “**Consultant**”) for providing legal advisory services in day to day conduct of APIIC’s activities primarily involving industrial land allotment, development of industrial infrastructure projects & land acquisition, APIIC (the “**Employer**”) invites proposals from interested reputed law firms. ***The Consultant shall perform its tasks under this assignment in accordance with the Terms of Reference specified at Schedule-I (the “TOR”).***

### **1.2. Request for Proposals**

APIIC invites proposals (the “**Proposals**”) for selection of a Consultant (collectively the “**Consultancy**”) who will be responsible for providing legal advisory services in day to day conduct of APIIC’s activities. Further, the Consultant shall perform its tasks under this assignment in accordance with the Terms of Reference specified at Schedule-I (the “**TOR**”) and handhold APIIC (the “**Employer**”) during the tenure of engagement.

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

### **1.3. Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the APIIC and if required they can send written queries to APIIC by the date and time specified in Clause 1.8 through e-mail only.

### **1.4. RFP Document, Processing Fee, Proposal Security & Transaction Fee**

1.4.1. RFP document can be downloaded from the e-procurement website of APIIC [www.apecurement.gov.in](http://www.apecurement.gov.in) from XX-09-2024 onwards.

- 1.4.2. The proposal should be accompanied with a Non-Refundable Processing Fee of **₹29,500/- (Rupees twenty-nine thousand five hundred only) including GST** to be paid through online mode as per the bank account details given below: -

**Name:** APIIC Ltd  
**Account No:** 110311100001158  
**Bank Name:** Union Bank of India  
**Branch Name:** Mangalagiri  
**IFSC CODE:** UBIN0803669

Copies of scanned receipt of the online payment towards Processing Fee to be uploaded with the technical proposal online. Failure to furnish the proof of payment towards Processing Fee after opening the Technical proposal will entail rejection of the Proposal in e-procurement portal.

- 1.4.3. In addition to the Processing Fee, Applicants need to submit a refundable **Proposal Security** of ₹1,00,000/- (Indian Rupees one lakh only). This can be paid online on the portal [www.apecurement.gov.in](http://www.apecurement.gov.in) website. Proof of submission is to be uploaded on the website [www.apecurement.gov.in](http://www.apecurement.gov.in) . The Proposal Security will be refunded to the Applicants other than the Selected Applicant after it signs the Agreement with APIIC and submits the Performance Security to APIIC.
- 1.4.4. In addition to the submission of the Processing Fee and Proposal Security all the Applicants need to pay a non-refundable **Transaction Fee** to M/s. APTS, the service provider through the Payment Gateway Service on e-procurement platform i.e. [www.apecurement.gov.in](http://www.apecurement.gov.in) . 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 complies with G.O.Ms. 13 dated 07.05.2006. A GST of 18% + Bank charges is applicable on the Transaction Fee payable to APTS shall be applicable.

### **1.5. Validity of the Proposal**

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

### **1.6. Brief description of the Selection Process**

APIIC has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising Technical Proposal and Financial Proposal to be uploaded online in the AP e-procurement portal [www.apecurement.gov.in](http://www.apecurement.gov.in) . 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. The first ranked Applicant shall be the one which submits the lowest quotation and shall be selected

for negotiation (the “**Selected Applicant**”) 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 (Rupees seventy-five) 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 Proposal Due Date, 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 shall endeavor to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
Issuance date of the RFP	01.11..2024
Pre-Proposal Conference	11 AM on 07.11.2024
Last date for receiving queries/ clarifications	06.11.2024
Proposal Due Date or PDD	3 pm by 18.11.2024
Opening of Technical Proposals	3:30 AM on Proposal Due Date 18.11.2024
Validity of Applications	90 days from the Proposal Due Date

### **1.9. Communications**

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

Sri. S Venkata Rayudu  
Chief General Manager(Personnel)  
10<sup>th</sup> Floor, APIIC Towers  
Plot No.1, IT Park Layout,  
Mangalagiri, Guntur  
AP – 522503  
Phone: (+91) 9030666822  
Email: cgm.pers-admin@apiic.in, s.venkatarayudu@nic.in

1.9.2. The Official Website of APIIC is [www.apiic.in](http://www.apiic.in).

**1.10. Pre-Proposal Conference**

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

Date: 07-11-2024

Time: 11.00 AM

Venue: Online

The meeting link for the Pre-Proposal Conference shall be shared 48 hours prior to the date for Pre-Proposal conference with all the interested Applicants who register their willingness to participate by dropping in a line of confirmation at the e-mail id mentioned in Clause 1.9.1 with the subject line being:

Pre-proposal Conference | Request for Proposal for consultancy services of legal firm on retainership basis to Andhra Pradesh Industrial Infrastructure Corporation Limited

**1.11. Period of Contract**

The period of Contract is for twelve (12) months initially. The initial period of Contract i.e.12 months may be further extended by 12 months at the discretion of the APIIC and in mutual consultation between APIIC and the Consultant, subject to a maximum consultancy period of 24 months (2x12 months=24 months) on the same terms and conditions. The Consultant shall commence the Consultancy within fifteen (15) days of the issuance of Letter of Award (LoA) by APIIC, or such other date as may be mutually agreed.

## **2. INSTRUCTIONS TO APPLICANTS**

### **A. GENERAL**

#### **2.1. Scope of Proposal**

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

2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by APIIC through the Selection Process specified in this RFP in accordance with G.O Ms No 86, FINANCE (HR. I-Plg & Policy) DEPARTMENT, dated 30.08.24. 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 the APIIC’s decisions are without any right of appeal whatsoever.

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

#### **2.1.4. Key Personnel**

The Consultant’s team (the “**Consultancy team**”) shall consist of the following key personnel (the “**Key Personnel**”) each of which must fulfill the Conditions of Eligibility as specified below and shall discharge their respective responsibilities to accomplish the tasks mentioned in Schedule-I of this RFP:

<b>S. No.</b>	<b>Key Personnel</b>
1.	Senior Level Legal Resource
2.	Middle Level Legal Resource

#### **2.2. Conditions of Eligibility of Applicants**

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

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

(A) The Applicant should be professional consultancy firm having a minimum of 5 (five) years of continuous existence as a legal entity as on 31<sup>st</sup> March 2020 (Copy of Registration Certificate to be enclosed).

**(B) Technical Capacity:**

- I. The Bidder should be a law firm having a minimum of 10 (ten) years of continuous existence as on 31<sup>st</sup> March 2024.
- II. The Bidder should have received a minimum of Rupees Ten Crores as professional fees each year, for the past 3 (three) financial years.
- III. The Bidder should have retained, on a full time basis, at least 10 (ten) advocates who are actively practising and appearing before courts of law, in real estate and commercial disputes.
- IV. The Bidder should already have set up, or should set up (after selection) an office in the State of Andhra Pradesh.
- V. The bidder should have experience in company law and contractual matters.
- VI. At least 3 (three) Advocates, including at one Advocate with a minimum of 7 (seven) years of experience in practising and appearing before courts of law, in real estate and commercial disputes should be stationed at the office in the State of Andhra Pradesh. The Bidder should be a law firm having a minimum of 10 (ten) years of continuous existence as on 31<sup>st</sup> March 2024.

(C) **Financial Capacity:** he Bidder should have received a minimum of Rupees Ten Crores as professional fees each year, for the past 3 (three) financial years.

(D) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (E) below

(E) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

S. No.	Key Personnel	Nos.	Minimum Qualification	Minimum relevant Professional Experience in years	Preferred Nature of Work Experience
1.	Senior Level Legal Resource (Senior Advocate)	01	Master's in Law	20	<ul style="list-style-type: none"> <li>• He / She should have experience in practicing and appearing before courts of law, in real estate and commercial disputes.</li> <li>• He/ She should have experience in</li> </ul>
2.	Middle Level Legal Resource (Supporting Advocate)	02	Bachelor's in Law (LLB)	07	

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S. No.	Key Personnel	Nos.	Minimum Qualification	Minimum relevant Professional Experience in years	Preferred Nature of Work Experience
					company law and contractual matters <ul style="list-style-type: none"> <li>• He/ She should be stationed at the office in Andhra Pradesh.</li> </ul>

2.2.3. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>1</sup> stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. If 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.

2.2.4. 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 of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

2.2.5. 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 Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6. An Applicant or its Associate should have, during the last 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.

2.2.7. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets if 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, the APIIC shall

<sup>1</sup> No separate annual financial statements should be submitted.

forfeit and appropriate the Proposal Security as mutually agreed genuine pre-estimated compensation and damages payable to the APIIC for, inter alia, the time, cost and effort of the APIIC including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the APIIC hereunder or otherwise.

2.3.2. The APIIC requires that the Consultant provides professional, objective, and impartial advice and always hold the APIIC's interest's 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 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 the APIIC.

2.3.3. 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, and any other Applicant, 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, (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, as the case may be) in the other Applicant is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. 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 Sub-consultant) 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 the 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 the 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 Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

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 (the "**Associate**"). 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 Services, and its Associates, 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 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the APIIC in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the APIIC in accordance with the rules of the 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.

## **2.4. Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application.

## **2.5. Cost of Proposal**

The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the APIIC Office, 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) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of APIIC;
- d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all 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 on the part of the Applicant 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 thereof.

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 the APIIC, the supplemental information sought by the APIIC for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the 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 the 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**

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

#### **Schedules**

- 1 Terms of Reference
- 2 Form of Agreement
- Annex – 1: Terms of Reference
- Annex – 2: Deployment of Key Personnel
- Annex – 3: Cost of Service (s)
- Annex - 4: Payment Schedule
- Annex – 5: Bank Guarantee for Performance Security

#### **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 Applicant
- Form-6: Particulars of Key Personnel
- Form-7: Proposed Methodology & Work Plan
- Form-8: Abstract of Eligible Assignments of the Applicant
- Form-9: Abstract of Eligible Assignments of the Key Personnel
- Form-10: Eligible Assignments of Applicant
- Form-11: Eligible Assignments of Key Personnel
- Form-12: Curriculum Vitae (CV) of Key Personnel

**Appendix – II: Financial Proposal**

**2.10. Clarifications**

- 2.10.1. Applicants requiring any clarification on the RFP may send their queries to APIIC in writing by e-mail to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The subject line of e-mail (e-mail id: [cgm.pers-admin@apiic.in](mailto:cgm.pers-admin@apiic.in), [s.venkatarayudu@nic.in](mailto:s.venkatarayudu@nic.in)) shall clearly bear the following identification:

"QUERIES CONCERNING REQUEST FOR PROPOSAL FOR CONSULTANCY  
SERVICES OF LEGAL FIRM ON RETAINERSHIP BASIS TO ANDHRA PRADESH  
INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED"

APIIC shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. APIIC will post the reply to all such queries on [www.apecurement.gov.in](http://www.apecurement.gov.in) and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.10.2. APIIC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the 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 [www.apecurement.gov.in](http://www.apecurement.gov.in) .

2.11.2. 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 Proposal Due Date.

## **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 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 Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised representative of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

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

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.3. Applicants should note the Proposal Due Date, 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 based on Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of

doubt, APIIC reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

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**”) and upload them in the [www.apecurement.gov.in](http://www.apecurement.gov.in) website

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

- a) Processing Fee and Proposal Security is provided as per Clause 1.4.
- b) all forms are submitted & uploaded 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 Professional Personnel have been included;
- e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.1.4 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 in blue ink by the respective Personnel and countersigned by the Authorized Representative of the Applicant. Unsigned / countersigned CVs shall be rejected;
- 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 Schedule - I;
- k) no Key Personnel should have attained the age of 60 (sixty) years at the time of submitting the proposal; and
- l) the proposal is responsive in terms of Clause 2.22.3.

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, or his commitment regarding availability for the

Project is not fulfilled at any stage after signing of the Agreement, he/she shall be liable to be debarred for any future assignment of APIIC for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

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

2.14.6. An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. The Key Personnel specified in Clause 2.1.4 shall have been on the roles of the firm for a minimum period of 1 (one) year. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel should be submitted in the format at Form-12 of Appendix-I.

2.14.7. 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 hereunder nor will it affect any rights of APIIC thereunder.

2.14.8. 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 the APIIC being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

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

## **2.15. Financial Proposal**

2.15.1. Applicants shall submit the financial proposal in the format at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two 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, surveys, geo-technical investigations 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 consider all expenses and tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

## **2.16. Submission of Proposal**

2.16.1. The Applicants need to contact the Chief General Manager (Personnel), APIIC Ltd. for any information regarding e-procurement.

2.16.2. The Applicants need to register themselves on the electronic procurement market place of Government of Andhra Pradesh that is [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in) . On registration the Applicants will be provided with a user ID and password by the system using which they can submit their proposals online/ electronically.

2.16.3. After registering on the e-procurement marketplace, Applicants need to upload the required documents as per the RFP requirements on [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in) .

2.16.4. The Transaction Fee has to be paid by the Applicant in accordance with Clause 1.4.4 of this RFP. APIIC has no responsibility for non-receipt of the documents uploaded online on [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in)

2.16.5. In case the Selected Applicant does not sign the Agreement provided in Schedule – II of the RFP, then the Proposal Security submitted by the Applicant shall be forfeited and any further business with the Applicant will be suspended for a period of three years with all Govt. Departments under the Govt. Andhra Pradesh. This is in accordance with G.O.Ms. No.:259 dated 06.09.2008

2.16.6. The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Consultant under the Agreement.

2.16.7. The Applicants desirous of participating in the Selection Process shall submit their Technical Proposal, Financial Proposal, etc., in online mode as per the forms prescribed in Appendix – I and Appendix – II of this RFP document and shall be uploaded in the e-procurement portal. The Applicant should upload the scanned/soft copies of all the relevant certificates, forms, supporting documents etc., in the e-procurement portal in support of their Technical Proposal. The Authorized

Representative of the Applicant shall sign on all the documents, certificates which are uploaded by it owning the responsibility for the correctness/authenticity of the Technical Proposal and the Financial Proposal uploaded and submitted.

2.16.8. As per the G.O. Ms. No.174 dated 01.09.2008 issued by I&CAD Dept.: -

2.16.8.1. **Proof of online payment of Proposal Security to be scanned and uploaded in the e-procurement portal.**

2.16.8.2. All the Applicants shall invariably upload scanned copies of proof of online payment of Proposal Security and proof of online payment towards Processing Fee in e-procurement system and this will be the primary requirement to consider the Proposal as responsive. The Applicant must sign underneath/ bottom of certificates/ documents before up-loading duly accepting to take responsibility for the authenticity and correctness of the certificates/ documents uploaded.

2.16.8.3. APIIC shall carry out the Technical Proposal evaluation solely based on the uploaded certificates/ documents, Online Payment Receipt towards Proposal Security in the e-procurement system/portal and open the Financial Proposal of the responsive Applicants in accordance with the Clause 2.22.3.

2.16.8.4. APIIC will notify the Selected Applicant for the submission of the original hard copies of all the uploaded documents, Online Payment Receipt towards Proposal Security prior to entering into Agreement.

2.16.8.5. The Selected Applicant shall invariably furnish the original Online Payment Receipt towards Proposal Security, certificates/ documents of the uploaded scanned copies to APIIC before entering into agreement either personally or through courier or post and the receipt of the same with in the stipulated date shall be the responsibility of the Selected Applicant. APIIC will not take any responsibility for any delay in receipt/ non-receipt of Online Payment Receipt towards Proposal Security, certificates/ documents, from the Selected Applicant before the stipulated time. On receipt of documents, APIIC shall ensure the authenticity of the online payment receipt submitted towards Proposal Security and all other certificates/ documents uploaded by the Selected Applicant in e-Procurement system in support of the qualification criteria before concluding the Agreement.

2.16.8.6. If any Selected Applicant fails to submit the original Hard Copies of uploaded certificates/ Documents, Online Payment Receipt towards Proposal Security within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the Applicant, the Selected Applicant will be suspended from participating in the tenders on Andhra Pradesh e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting Selected Applicant based on the trigger/recommendation by APIIC in the system. Besides this, APIIC shall invoke all processes of law including criminal prosecution of such defaulting Applicant as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

- 2.16.8.7. The Applicant shall mandatorily pay the Transaction Fee to APTS through electronic payment gateway.
- 2.16.8.8. The Applicant shall authenticate the its Technical Proposal and its Financial Proposal with its digital certificate for submitting the Proposal electronically on e-procurement system and the Proposals not authenticated by Digital Certificate of the Applicant will not be accepted on the e-procurement system.
- 2.16.8.9. The Technical Proposals will be opened online by the Chief General Manager (Personnel), APIIC at the time and date as specified in Clause 1.8. All the statements, documents, certificates, etc., uploaded by the Applicant(s) will be downloaded for technical evaluation. The clarifications, particulars if any required from the Applicant(s), will be obtained or will be downloaded from [www.apecurement.gov.in](http://www.apecurement.gov.in) by addressing the Applicant(s). The Technical Proposals will be evaluated against the specified parameters/ criteria, same as in the case of conventional tenders and the technically qualified Applicants will be identified. The result of Technical Proposal evaluation will be displayed on the e-procurement portal, which can be seen by all the Applicant(s) who participated in the Selection Process.

## **2.17. Proposal Due Date**

- 2.17.1. Proposal should be submitted online on [www.apecurement.gov.in](http://www.apecurement.gov.in) at or before 1500 hours on the Proposal Due Date specified in Clause 1.8 in the manner and form as detailed in this RFP.
- 2.17.2. APIIC may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18. Late Proposals**

- 2.18.1. Proposals uploaded on the AP e-procurement portal [www.apecurement.gov.in](http://www.apecurement.gov.in) after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.19. Online Modification/ substitution/ withdrawal of Proposals**

- 2.19.1. The Applicant may modify, substitute, or withdraw its Proposal after submission on the e-procurement portal [www.apecurement.gov.in](http://www.apecurement.gov.in) prior to the Proposal Due Date & Time as specified in Clause 1.8.
- 2.19.2. Any alteration/modification in the Proposal or additional information or material supplied after the Proposal Due Date, unless the same has been expressly sought for by the APIIC, shall be disregarded.

## **2.20. Proposal Security**

- 2.20.1. Applicants need to submit a refundable Proposal Security of ₹ 1,00,000/- (Indian Rupees one lakh only). This is to be paid online on the portal

www.apecprocurement.gov.in website. Proof of submission is to be uploaded on the website [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in) . The Proposal Security will be refunded to the Applicants other than the Selected Applicant after it signs the Agreement with APIIC and submits the Performance Security to APIIC.

- 2.20.2. Proposal Security will be returnable not later than 60 (sixty) days from Proposal Due Date except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.28, the second ranked Applicant, who has been kept in reserve, shall be returned its Proposal Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Proposal Security shall be returned, upon the Applicant signing the Agreement and in accordance with the provisions thereof.
- 2.20.3. Any Proposal not accompanied by the Proposal Security shall be rejected by the APIIC as non-responsive.
- 2.20.4. APIIC shall not be liable to pay any interest on the Proposal Security and the same shall be interest free.
- 2.20.5. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the APIIC's any other right or remedy hereunder or in law or otherwise, the Proposal Security shall be forfeited and appropriated by APIIC as the mutually agreed pre-estimated compensation and damage payable to the APIIC for, inter alia, the time, cost and effort of APIIC in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant submits a non-responsive Proposal;
  - b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
  - e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and Clause 2.30 respectively; or
  - f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **2.21. Performance Security**

2.21.1. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the APIIC's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the APIIC as the mutually agreed pre-estimated compensation and damages payable to APIIC for, inter alia, the time, cost and effort of the 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.

2.21.2. An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

#### **D. EVALUATION PROCESS**

##### **2.22. Evaluation of Proposals**

2.22.1. APIIC shall open the Proposals online at 1530 hours on the Proposal Due Date, at the place specified in Clause 1.9.1 and in the presence of the Applicants who choose to attend. All the statements, documents, certificates, Demand Drafts, etc., uploaded by the Applicant will be downloaded and verified, for Technical Proposal's evaluation.

2.22.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3. The Technical and financial evaluation will be conducted by following committee members

<b>Members of Technical Committee</b>		
<b>S No.</b>	<b>Name/ Designation of the Member</b>	<b>Organization</b>
1	Executive Director(s)	APIIC Ltd.
2	Additional Director of Industries	Commissioner of Industries
3	Joint Director (IP)	Commissioner of Industries
4	Dy Collector/ OSD, (Lands)	APIIC Ltd.
5	CGM, Asset Management	APIIC Ltd.
6	CGM, Finance	APIIC Ltd.
7	CGM/ GM, Legal	APIIC Ltd. (Convener)
8	Engineer in Chief/ Chief Engineer	APIIC Ltd.

<b>Members of Commercial Committee</b>		
<b>S No.</b>	<b>Name/ Designation of the Member</b>	<b>Organization</b>
1	Vice Chairman and Managing Director	APIIC Ltd.
2	Additional Director of Industries	Commissioner of Industries
3	Executive Director(s)	APIIC Ltd.
4	CGM, Finance	APIIC Ltd.
5	CGM/ GM, Legal	APIIC Ltd. (Convener)

2.22.4. Prior to evaluation of Proposals, APIIC will determine whether each Proposal is responsive to the requirements of the RFP. APIIC may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- c) it is accompanied by the Proposal Security as specified in Clause 2.20.1.
- d) it is accompanied by Processing Fee as specified in Clause 1.4
- e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- f) it contains all the information (complete in all respects) as requested in the RFP;
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof.

2.22.5. 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.

2.22.6. 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.

2.22.7. After the technical evaluation, APIIC shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The Financial Proposal of only the pre-qualified and shortlisted Applicants shall be opened online by the Chief General Manager (Personnel) and the result will be displayed on the AP e-procurement portal which can be seen by all the Applicant(s) who participated in the Selection Process. The Financial Proposals of the disqualified Applicants and those which are not shortlisted in terms of Clause 3.2 shall not be opened. APIIC will not entertain any query or clarification from Applicants who fail to

qualify at any stage of the Selection Process. The financial evaluation of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.8. 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.

2.22.9. 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.

### **2.23. 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 is 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.

### **2.24. Clarifications**

2.24.1. 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.

2.24.2. If an Applicant does not provide clarifications sought under Clause 2.24.1 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 the APIIC.

## **E. APPOINTMENT OF CONSULTANT**

### **2.25. Negotiations**

2.25.1. 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. A 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.

2.25.2. 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 the APIIC.

## **2.26. Substitution of Key Personnel**

2.26.1. APIIC will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the APIIC.

2.26.2. APIIC expects all the Key Personnel to be available during implementation of the Consultancy Period. APIIC will not consider substitution of 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. As a condition to such substitution, a sum equal to 0.5% (zero decimal five per cent) shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 1% (one per cent) of the payment due to the Consultant. Any further substitution may lead to disqualification of the Applicant or termination of the Consultancy.

## **2.27. Indemnity**

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

## **2.28. Award of Consultancy**

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the APIIC to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the APIIC may, unless it consents to extension of time for submission thereof, appropriate the Proposal Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the APIIC on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

**2.29. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within a period of 15 (fifteen) days from the date of issue of LoA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

**2.30. Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (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 2.29 or commence the assignment as specified herein, APIIC may invite the second ranked Applicant for negotiations. In such an event, the Proposal Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20

**2.31. Proprietary Data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the 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.

### **3. CRITERIA FOR EVALUATION**

#### **3.1. Evaluation of Technical Proposals**

3.1.1. In the first stage, the Technical Proposal will be evaluated based on Applicant's experience, its understanding of TOR, proposed methodology, Work Plan and the experience of the Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for opening of their Financial Proposal

3.1.2. Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein.

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

<b>No.</b>	<b>Parameter</b>	<b>Max. Marks</b>	<b>Criteria</b>
<b>1.</b>	<b>Relevant experience of the applicant</b>	60	15 marks for each Eligible Assignment submitted as part of the Technical Proposal
<b>2.</b>	<b>Relevant experience of the Key Personnel</b>	40	
	Senior Level Legal Resource	20	6 marks max. - For meeting the educational qualification criteria 7 marks max. – For meeting the minimum length of experience criteria 12 marks max. – For being the Team Leader in at least 4 eligible assignments (3 marks per assignment)
	Middle Level Legal Resource	10 (each)	2 marks max. - For meeting the educational qualification criteria 2 marks max. – For meeting the minimum length of experience criteria 6 marks max. – For being the Team Member in at least 3 eligible assignments (3 marks per assignment)
	<b>Total</b>	<b>100</b>	

#### **3.1.4. Eligible Assignments**

For the purpose of determining the Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments involving the following projects

enlisted below and completed during the last 7 (seven) years preceding the PDD shall be deemed as an eligible assignment (the “**Eligible Assignment**”). Following shall be termed as an Eligible Assignment:

*actively practicing and appearing before courts of law, in real estate and commercial disputes.*

The Applicant needs to produce along with the RFP, the Letter of Award (LoA) mandatorily from the Authority/Agency to which the said consultancy services were provided.

Provided that where credit is being claimed by a Key Personnel, she/ he should have completed the relevant assignment prior to PDD.

### **3.2. Short-listing of Applicants**

Applicants ranked as aforesaid, shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, APIIC may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of short-listed Applicants shall not exceed two.

### **3.3. Evaluation of Financial Proposal**

- 3.3.1. In the second stage, the financial evaluation will be carried out as per this Clause 3.3. The Selected Applicant shall be chosen through the **Least Cost Selection (LCS)** method.
- 3.3.2. For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 3.3.3. APIIC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.
- 3.3.4. The Selected Applicant whose fee quotation in its Financial Proposal shall be the least as per the Appendix-II will be the First Ranked Applicant. Applicant having the next highest fee quote shall be the second ranked applicant and so on and so forth.
- 3.3.5. The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

#### **4. FRAUD AND CORRUPT PRACTICES**

- 4.1.1. 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 Proposal Security or Performance Security, as the case may be, 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.
- 4.1.2. Without prejudice to the rights of APIIC under Clause 4.1.1 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 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the 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.
- 4.1.3. For the purposes of this Section, 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 one year from the date such official resigns or retires from or otherwise ceases to be in the service of APIIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the

LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of APIIC in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by APIIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process

## **5. PRE-PROPOSAL CONFERENCE**

### **5.1. Pre-Proposal Conference**

- 5.1.1. Pre-Proposal Conference shall be held in online mode through VC. Links to join the VC shall be shared with the Applicants through e-mail who have shared their queries or registered their interest to participate in the Selection Process in accordance with the Clause 2.10 of this RFP.

## **6. MISCELLANEOUS**

- 6.1.1. The Selection Process shall be governed by G.O Ms No. 86, FINANCE (HR. I-PIg & Policy) DEPARTMENT, dated 30.08.24 along with construed in accordance with, the laws of India and the State of Andhra Pradesh and Court at Vijayawada/ Guntur only shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 6.1.2. APIIC, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
- a) suspend, withdraw 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;
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant
- 6.1.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases APIIC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.1.4. 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 the APIIC. APIIC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.1.5. APIIC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## **SCHEDULES**

SCHEDULE - I

*(See Clause 1.1.2)*

SCHEDULE - I

*(See Clause 1.1.2)*

## TERMS OF REFERENCE (TOR)

## **7. SCHEDULE - I: TERMS OF REFERENCE (ToR)**

The Consultant shall perform its tasks under this assignment in accordance with the Terms of Reference described herewith in Schedule – I.

The detailed stages of services to be rendered are given below.:

### **7.1. Scope of Work**

7.1.1. The consultant shall provide comprehensive legal counsel and represent APIIC in the Hon'ble High Court of Andhra Pradesh at Amaravathion all referred matters. Draft /prepare cases including writ petitions, writ appeals/Appeal Suits , Parawise reply/ Counter Affidavits, re-joinders/replies, to effectively protect APIIC's interests.

7.1.2. Prepare cases and appear on behalf of APIIC and pursue for expedited resolution of legal cases before the Hon'ble Andhra Pradesh High Court and keep the APIIC/Legal Department of APIIC about the developments in cases from time to time particularly regarding settling of drafts, filling of petitions/appeals/review/revision/counter affidavits etc., dates of hearing, orders passed by the Hon'ble Court and supply order copies /documents received/served on the consultant by the Parties concerned.

7.1.3. Assist APIIC in early and effective resolution/disposal of land acquisition disputes.

7.1.4. The consultant should actively represent APIIC in court proceedings especially by taking up necessary steps in urgent matters.

7.1.5. The consultant shall in cases entrusted, also verify and vet the parawise of the concerned revenue authorities so as to ensure that the same effectively address the contentions of the writ petitioner/appellants so as to ensure that APIIC interests are duly protected. The consultant should ensure that these documents are prepared effectively and then advocate on behalf of APIIC for getting favorable outcomes in court to enable APIIC to smoothly develop/utilise the lands.

7.1.6. Submit monthly reports to the APIIC/Legal Department on the work done and cases disposed/ orders received from the Hon'ble Court in the matters entrusted.

7.1.7. Attend any other legal matters, legal drafting(s) /cases assigned from time to time.

### **7.1.8. Documentation:**

- I. Ensure that all orders/proceedings issued by APIIC and all petitions/ appeals applications/formats/counter affidavits/replies etc., and other documents are drafted in strict adherence to legal requirements and duly protecting APIIC interests by presenting the correct legal position.

### **7.1.9. Legal Drafting and Compliance:**

- I. Documents Drafting and Vetting: Ensure that all the orders, rules, regulations and other documents etc., are drafted in strict adherence to legal requirements and in compliance with laws applicable.
- II. Court Cases: Provide comprehensive legal assistance in the effective management and early resolution of court cases filed against APIIC.

**7.1.10. Legal Review, Analysis and Opinion:**

- I. Document Review: Thoroughly review all documents referred/submitted and also give legal opinion in the matters referred or instructed by the VC&MD and/or Legal Dept. APIIC
- II. Concession Agreements: Prepare, verify and manage concession agreements and/or Share Holders Agreements etc., for all projects undertaken by or with APIIC.

**7.1.11. Public Interest and Government Relations:**

- I. Government Liaisons: Maintain effective communication with the Office of the Learned Advocate General and the Office of the concerned Government Pleader and also the Standing Counsel for APIIC and extend necessary cooperation for effective management of legal issues.

**7.1.12. Board Agenda and Corporate Governance:**

- I. Board Agenda: Prepare and/or review board agenda items for APIIC and its JVs/SPVs under the supervision of the Legal Department and Company Secretary.
- II. Contracts and Leases: Draft, negotiate, and review all contracts and leases to protect APIIC's interests.

**7.1.13. Advisory Services**

- I. Corporate Law: Provide expert advice on various corporate legal issues, including but not limited to:
  - a. Company formation and structure
  - b. Mergers, acquisitions, and divestitures
  - c. Corporate governance
  - d. Shareholder agreements and disputes arising
- II. Labor and Employment: Offer guidance on individual labor and employment matters, such as:
  - a. Employment contracts
  - b. Employee benefits
  - c. Labor disputes

- d. Industrial relations
- III. Government Grants and Contracts: Advise APIIC on matters related to government grants and contracts, including:
  - a. Grant applications
  - b. Contract negotiation and compliance
  - c. Government regulations
- IV. Litigation Support:
  - a. Response Preparation: Assist in preparing responses to court cases.
  - b. Litigation Defense: Defend APIIC in lawsuits, administrative claims, or other legal claims.
- V. Legal Opinions: Provide legal opinions on a wide range of legal issues as needed.
- VI. Provide Other Legal Services: Offer additional legal services as required by APIIC from time to time.

## **7.2. Payment Schedule**

The Consultant shall be eligible for payments from APIIC on a monthly basis as per the monthly progress report submitted and approved to the satisfaction of Vice Chairman and Managing Director of APIIC

## **7.3. Reporting**

A designated official of APIIC will be responsible for the overall coordination. The Deliverables will be submitted as per schedule provided in Clause 7.2 both in hard and soft copies and in the format and number of copies prescribed by APIIC.

## **7.4. Data to be made available by APIIC**

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

## **7.5. Meetings**

APIIC may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at APIIC headquarters

**7.6. Completion of Services**

The Consultant shall compile all the study outputs including the primary data generated during the study and submit to APIIC in soft copy in addition to the various reports indicated in this TOR. The Consultant shall prepare and submit a Project Completion report documenting the entire Project Implementation. The Project Completion report shall remain the property of APIIC and shall not be used without the consent of APIIC.

**7.7. Limitation to Liability**

Notwithstanding anything contained in this RFP , APIIC agrees that the Consultant shall not be liable to APIIC, for any losses, claims, damages, liabilities, cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the Consultancy, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to the Consultancy.

## **8. SCHEDULE - II: AGREEMENT**

### **AGREEMENT FOR PROVIDING CONSULTANCY SERVICES OF LEGAL FIRM ON RETAINERSHIP BASIS TO ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED**

*(See Clause 2.1.3 of RFP)*

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## AGREEMENT

### CONSULTANCY SERVICES OF LEGAL FIRM ON RETAINERSHIP BASIS TO ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on the one hand, the Managing Director, Andhra Pradesh Industrial Infrastructure Corporation Limited having its office at APIIC Towers, Plot No-1, IT Park, Mangalagiri, Guntur, AP-522503 (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, \_\_\_\_\_ (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Consultant who will be responsible for providing the required consulting services (hereinafter called the “Consultancy”) which will broadly include “CONSULTANCY SERVICES OF LEGAL FIRM ON RETAINERSHIP BASIS TO ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED” (hereinafter called the “Project”); and
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_\_ (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

#### 1 GENERAL

##### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

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

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

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

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

## **1.2 Relation between the Parties**

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

## **1.3 Rights and obligations**

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

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

## **1.4 Governing law and jurisdiction**

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

## **1.5 Language**

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

## **1.6 Table of contents and headings**

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

## **1.7 Notices**

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

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

- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Mangalagiri it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

**1.8 Location**

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

**1.9 Deleted**

**1.10 Authorised Representatives**

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

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

**Chief General Manager (Personnel)**

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

Mobile : 9030666822

Email : cgm.pers-admin@apiic.in, s.venkatarayudu@nic.in

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

Name : -----

Designation : -----

Address : -----

Tel : -----

Mobile : -----

Fax : -----

E-mail : -----

### **1.11 Taxes and duties**

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

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

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

### **2.2 Commencement of Services**

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

### **2.3 Termination of Agreement for failure to commence Services**

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

### **2.4 Expiration of Agreement**

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

### **2.5 Entire Agreement**

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

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

## **2.6 Modification of Agreement**

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

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

### **2.7.2 No breach of Agreement**

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

### **2.7.3 Measures to be taken**

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

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

#### 2.7.4 Extension of time

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

#### 2.7.5 Payments

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

#### 2.7.6 Consultation

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

### **2.8 Suspension of Agreement**

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

### **2.9 Termination of Agreement**

#### 2.9.1 By the Authority

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

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

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

#### 2.9.2 By the Consultant

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

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

#### 2.9.3 Cessation of rights and obligations

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

#### 2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep

expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

#### **2.9.5 Payment upon Termination**

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

#### **2.9.6 Disputes about Events of Termination**

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

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standards of Performance**

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

##### **3.1.2 Terms of Reference**

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

##### **3.1.3 Applicable Laws**

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

#### **3.2 Conflict of Interest**

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

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

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

**3.2.3 Prohibition of conflicting activities**

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

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

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

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

**3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in**

the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 3 (three) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.3 Confidentiality**

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within 2 (two) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

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

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

### **3.4 Liability of the Consultant**

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

**3.5 Deleted (Insurance to be taken out by the Consultant)**

**3.6 Accounting, inspection and auditing**

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

**3.7 Consultant's actions requiring the Authority's prior approval**

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

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

**3.8 Reporting obligations**

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

**3.9 Documents prepared by the Consultant to be property of the Authority**

- 3.9.1 All reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10 Materials furnished by the Authority**

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

### **3.11 Providing access to Project Office and Personnel**

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

### **3.12 Accuracy of Documents**

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or

arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

#### **4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

##### **4.1 General**

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

##### **4.2 Deployment of Personnel**

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

##### **4.3 Approval of Personnel**

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

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

##### **4.4 Substitution of Key Personnel**

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

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

##### **4.5 Deleted (Working hours, overtime, leave, etc.)**

##### **4.6 Senior Level Legal Resource**

The person designated as the Senior Level Legal Resource of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

**4.7 Deleted (Sub-Consultants)**

**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 month till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding month, 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 deliverables with necessary particulars (the “**Due Date**”).
- (c) The final payment under this Clause 6.3 shall be made only after the deliverable submitted by the Consultant and approved as satisfactory by the Authority. The Authority shall make payment upon acceptance or deemed acceptance of the 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 5% (five 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, 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three)

months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

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

## **7.2 Liquidated Damages**

- 7.2.1 Deleted

## **7.3 Penalty for deficiency in Services**

Warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

### **8.2 Operation of the Agreement**

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

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

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

### **9.2 Dispute resolution**

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the

Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

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

### **9.3 Conciliation**

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

### **9.4 Arbitration**

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, Guntur (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Mangalagiri and the language of arbitration proceedings shall be English.
- 9.4.2 The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.

**Annex -1: Terms of Reference**

*(Refer Clause 3.1.2)*

*(Reproduce as per Schedule-1 of RFP)*

**Annex-2: Deployment of Key Personnel**

*(Refer Clause 4.2)*

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

**Annex-3: Cost of Services (s)**

*(Refer Clause 6.1)*

*(Reproduce as per Appendix-II)*

**Annex-4: Payment Schedule**

*(Refer Clause 6.3)*

*(Reproduce as per Schedule-1 of RFP)*

**Annex-5: Bank Guarantee for Performance Security**

*(Refer Clause 7.1.2)*

To

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

In consideration the Managing Director, Andhra Pradesh Industrial Infrastructure Corporation Limited having it's office at APIIC Towers, Plot No-1, IT Park, Mangalagiri, Guntur(Dist), AP-522503 (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the "**Agreement**") a consultancy services for " ", and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees .....) to the Authority for performance of the said Agreement.

1. We, ..... (hereinafter referred to as the "**Bank**") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees .....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).
3. We, ..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

**Request for Proposal for consultancy services of legal firm on retainership basis to Andhra Pradesh Industrial Infrastructure Corporation Limited**

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4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of 1 (one) year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\*\*\* crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before ..... (indicate the date falling 60 days after the final deliverable).

For .....

(Name of Bank)

Dated, the ..... day of ..... 20

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

***Request for Proposal for consultancy services of legal firm on retainership basis to Andhra Pradesh Industrial Infrastructure Corporation Limited***

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

## **APPENDICES**

## **9. APPENDIX-I: TECHNICAL PROPOSAL**

### **Form-1: Letter of Proposal**

*(On Applicant's letter head)*

(Date and Reference)

To,

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

**Sub: REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES OF LEGAL FIRM ON RETAINERSHIP BASIS TO ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED**

Dear Sir,

1. With reference to your RFP Document dated during \_\_\_\_\_ 2021, We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Consultancy Services for consultancy services of legal firm on retainership basis to Andhra Pradesh Industrial Infrastructure Corporation Limited. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. We shall make available to the APIIC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of the APIIC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. We declare that:
  - (a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the APIIC;
  - (b) We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the APIIC or any other public sector enterprise or any government, Central or State; and
  - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. We 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.
10. 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.
11. 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.
12. 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 APIIC in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Proposal Security of Rs. 1,00,000 (Rupees one lakh only) in the form of Online payment receipt in favour of **Andhra Pradesh Industrial Infrastructure Corporation Limited** is submitted online on [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in) along with the proposal.
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.

***Request for Proposal for consultancy services of legal firm on retainership basis to Andhra Pradesh Industrial Infrastructure Corporation Limited***

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15. We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
17. In the event of our firm being selected as the Consultant, we agree to enter into an Agreement in accordance with the form at Schedule-II of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. 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 APIIC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being uploaded separately as per the link provided in the AP e-procurement portal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. A non-refundable processing fee of Rs. 29,500 (Rupees twenty nine thousand five hundred only) in the form of online payment in favour of APIIC Limited is submitted online on [www.apecurement.gov.in](http://www.apecurement.gov.in) along with the proposal.
21. We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

**Form 2: Particulars of the Applicant**

1.1	<b>Title of Consultancy:</b>
1.2	<b>Title of Project:</b>
1.3	<b>State whether applying as Sole Firm:</b>
1.4	<p><b>State the following:</b></p> <p>Name of Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address :</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business:</p> <p><b>Name, designation, address and phone numbers of Authorized Signatory of the Applicant:</b></p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail address:</p>
1.5	<p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of .....</p>

**Form 3: Statement of Legal Capacity**

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

(Date and Reference)

To,

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

**Sub: REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES OF LEGAL FIRM ON RETAINERSHIP BASIS TO ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED**

We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable*

**Form 4: Power of Attorney**

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

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

IN WITNESS WHEREOF WE, .....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2021

For.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

***Request for Proposal for consultancy services of legal firm on retainership basis to Andhra Pradesh Industrial Infrastructure Corporation Limited***

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*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 Apostille certificate.*

**Form 5: Financial Capacity of the Applicant**

*(Refer Clause 2.2.2 (D))*

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Revenue (in Rs.)</b>
1	2021-2022	
2	2022-2023	
3	2023-2024	

**Certificate from the Statutory Auditor<sup>§</sup>**

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

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory)

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

**Form 6: Particulars of Key Personnel**

<b>S. No.</b>	<b>Designation of Key Personnel</b>	<b>Name</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience in years</b>	<b>Tenure of employment in present firm in years</b>	<b>No. of Eligible Assignments<sup>#</sup></b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Senior Level Legal Resource					
2	Middle Level Legal Resource					
3	Middle Level Legal Resource					

*<sup>#</sup>Refer Form-9 of Appendix-I Experience of Key Personnel*

**Form 7: Proposed Methodology and Work Plan**

Deleted (Not required)

**Form 8: Abstract of Eligible Assignments of the Applicant<sup>2</sup>**

(Refer Clause 3.1.3 of RFP)

S. No.	Name of Project <sup>#</sup>	Name of Client	Start Date	End Date	Engagement Value (in INR Crore) <sup>3</sup>	Nature of Consultancy service provided	Nature of Client (Public Sector / Private Sector)
(1) <sup>4</sup>	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							

**Certificate from the Statutory Auditor<sup>5</sup>**

This is to certify that the information contained in Column 6 & 7 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory)

---

<sup>2</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name.

<sup>3</sup> Shall be verified from Completion Certificate/ LOA issued by client or through Chartered Accountant Certificate of the Applicant

<sup>4</sup> The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

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

**Form 9: Abstract of Eligible Assignments of Key Personnel<sup>6</sup>**

*(Refer Clause 3.1 of RFP)*

Name of Key Personnel:

Designation:

S. No.	Project <sup>7</sup> Name	Client Name	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	End date of assignment	Engagement Value (in INR Crore)	Nature of Consultancy service provided	Nature of client (Govt. / Private)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

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<sup>6</sup> Use separate Form for each Key Personnel.

<sup>7</sup> The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

**Form 10: Eligible Assignments of Applicant**

*(Refer Clause 3.1.3)*

1.	Name of Applicant	
2.	Name of the Project	
3.	Description of services performed by the Applicant firm	
4.	Name of Client and Address (indicate whether public or private)	
5.	Name, telephone no. and fax no. of the client representative	
6.	Engagement Value (in INR Crore):	
7.	Nature of the Client i.e. whether Public or Private:	
8.	Payment received by the Applicant as professional fees (in Rs. Lakh)	
9.	Start date of the services (month/year):	
10.	Finish date of the services (month/year):	
11.	Brief Description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Authorized Signatory)		

**Notes:**

1. Use separate sheet for each Eligible Assignment. The documentary evidence in support of the information furnished for Eligible Assignment should be submitted by the Applicant.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1

**Form 11: Eligible Assignments of Key Personnel**

*(Refer Clause 3.1.3)*

1.	Name of Key Personnel	
2.	Designation of the Key Personnel	
3.	Name of the Project	
4.	Name of the Consulting Firm where employed	
5.	Description of services performed by the Key Personnel (including designation)	
6.	Name of Client (indicate whether public or private)	
7.	Engagement Value (INR Crore)	
8.	Start date of the services (month/year):	
9.	Finish date of the services (month/year):	
10.	Nature of Client (Public / Private)	
11.	Nature of Client (Public / Private)	
12.		

**Notes:**

1. Use separate sheet for each Eligible Assignment.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1

**Form 12: Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of Eligible Assignments on which the Personnel has worked

Name of Project	Description of Responsibilities
-----------------	---------------------------------

Certification:

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

(Signature and name of the Key Personnel)

Place.....

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

Notes:

1. Use separate form for each Professional Personnel.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-9 of Appendix-I.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

## **10. Appendix-II: Financial Proposal**

*(On Applicant's letter head)*

(Date and Reference)

To,

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

**Sub: CONSULTANCY SERVICES FOR CONSULTANCY SERVICES OF LEGAL FIRM ON RETAINERSHIP BASIS TO ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED**

We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Request of Proposal dated \_\_\_\_\_ 2024, and our Proposal (Technical and Financial Proposal).

Our financial proposal is for Rs. \_\_\_\_\_ (Rupees ----- only) inclusive of all incidental & overhead charges and applicable taxes excluding GST for performance of all the tasks mentioned in Schedule I of this RFP.

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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