



RFP TO SELECT AN AGENCY FOR THE PREPARATION OF DPRs FOR COMPREHENSIVE DEVELOPMENT OF 3 REGIONS IN ANDHRA PRADESH

RFP NO.: APCFSS/ITINFRA/ PREPARATION OF DPRs FOR COMPREHENSIVE
DEVELOPMENT OF 3 REGIONS /2025/06, DATED 22-11-2025



NOVEMBER 22, 2025
APCFSS
Government of Andhra Pradesh

DISCLAIMER

1. The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of AP Centre for Financial Systems & Services (APCFSS) (hereafter referred to as "**Authority**") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.
2. This RFP document is not an agreement and is not an offer or invitation by Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders or any other person with information that may be useful to them in the formulation of their Bid (Technical and financial) pursuant to this RFP ("**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to this Project. This Tender document does not purport to contain all the information each prospective Bidder may require.
3. This Tender document may not be appropriate for all persons, and it is not possible for the Authority and their employees or advisors to consider the objectives, technical expertise, investment objectives, financial situation and particular needs of each prospective Bidder who reads or uses this RFP document. The assumptions, assessments, statements, and information contained in the RFP document may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, adequacy, correctness, reliability, or completeness of the RFP document.
4. Information provided in this RFP document to the Bidder(s) is 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.
5. Authority will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of

the Project, the information and any other information supplied by or on behalf of Authority or their employees, any consultants or otherwise arising in any way from the selection process for the Project. Authority will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP document.

6. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.
7. Authority will not be responsible for any delay in receiving the Bids. The issue of this RFP document does not imply that the Authority is bound to select Bidder or to appoint the selected Bidder or Agency, as the case may be, for the Project and the Authority reserves the right to accept/reject all or any of the Bidders or Bids submitted in response to this RFP document at any stage without assigning any reason whatsoever. Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.
8. Authority reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the tender document / amended Tender document will be made available on the **Andhra Pradesh e-procurement portal & website of Authority**.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
10. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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INTERPRETATION

Save where the context otherwise requires in this RFP / Contract Agreement:

- Words Importing persons or parties shall include firms and Council and any organization having legal capacity;
- The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein.
- In this RFP, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- The term “including” means “including without limitation,” and will not be given a restrictive meaning because that word is followed by particular examples intended to fall within the meaning of the general words, and the terms “include,” “includes” and “included” have similar meanings.
- The term “will” have the same meaning as “shall.”
- The terms “Tender” have the same meaning as “RFP” used interchangeably
- A decision which is in the APCFSS’s “sole discretion” is deemed to be in the APCFSS’s sole and absolute discretion.
- No rule of contractual interpretation to the effect that any ambiguity is to be resolved against the APCFSS will be applicable in the interpretation of these RFP Rules.
- References to any law shall include such law as from time to time enacted, amended, supplemented, or re-enacted.
- References to this Agreement or any other agreement, deed, instrument, or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument, or document as the same may from time to time be amended, varied, supplemented, or innovated and;
- The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

SECTION - I: NOTICE INVITING E-TENDER

(For circulation through e-procurement module of AP Government)

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Mangalagiri, Guntur District,
Andhra Pradesh-522503
E-mail: info@apcfss.com
Website: <https://apcfss.in>

NOTICE INVITING E-TENDER

1. Introduction

AP Centre for Financial Systems & Services (APCFSS) invites Bids / Proposals from reputed and eligible Agency(s)/ Firm(s) in two stage systems (Stage - I: Technical Bid and Stage – II: Financial Bid) for **“RFP to select an agency for the preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh”**

2. Critical Date Sheet

(a) Interested parties may download the RFP document available at the site <https://apcfss.in> and <https://apeprocurement.gov.in/>

(b) Some important dates/Critical Date Sheet for this tender process are as follows: -

Sl. No	Description	Details
1.	Name of the work	RFP to select an agency for the preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh
2.	Bid Security	Rs 2,00,000/- (INR Two Lakh only)
3.	Bid validity	180 days from the Bid Due Date
4.	Document download start date	22/11/2025 from 11:30 AM
5.	Date of submission of pre-bid queries	24/11/2025, latest by 5 PM
6.	Response to pre-bid queries	26/11/2025
7.	Bid Submission Last Date	05/12/2025, by 3:00 PM
8.	Technical Bid Opening date	05/12/2025, at 3:30 PM
9.	Declaration of Technical Bid result	06/12/2025
10.	Financial Bid Opening date	06/12/2025
11.	Letter of Award (LOA)	Within two weeks

3. Brief Scope of the Work

Authority intends to appoint an Agency to prepare Detailed Project Report for preparation of DPRs on comprehensive development of 3 Regions in Andhra Pradesh.

The Authority will enter into a **Contract Agreement** with the Selected Bidder, selected in accordance with this RFP. The **Contract Agreement** will be in the format specified at **Schedule -II**

The detailed Terms of Reference (ToR) shall be as described in **Schedule-I: Terms of Reference** of this RFP document.

4. Method of Selection

The method of selection is QCBS 80:20. 80 % weightage shall be given to Technical Proposal and 20% weightage shall be given to financial proposal. Bidder Scoring highest score shall be the Selected Bidder.

5. Authority reserves the right to accept or reject any or all Bids without assigning any reason thereof, and no correspondence shall be entertained in this regard.

CEO, APCFSS
GoAP

SECTION - II: INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION

1.1 Background

1.1.1 The Government of Andhra Pradesh (GoAP) seeks to accelerate the holistic and integrated development of the Uttar Andhra Region, Rayalseema Region and Visakhapatnam Economic region. To achieve this objective, GoAP intends to appoint a competent and experienced agency to prepare a comprehensive Detailed Project Report (DPR) that will serve as the foundation for planning and implementing development initiatives in the regions.

1.1.2 Region-specific developmental initiatives envisaged in Andhra Pradesh:

1. **Rayalaseema Region** – The region consists of Kurnool, Anantapur, YSR Kadapa, Chittoor, Satya Sai, Nandyal, Annamayya, Tirupati, Prakasham and Bapla. The proposed interventions will focus on horticulture expansion, micro-irrigation networks, strengthening of road infrastructure, and irrigation resource augmentation, aimed at improving productivity, rural livelihoods, and connectivity over the medium term in this region.
 2. **Uttara Andhra Region** – The holistic development of the Uttara Andhra region will comprise of districts of Srikakulam, Vizianagaram, Anakapalli, Parvathipuram Manyam, and Alluri Sitarama Raju (ASR). The proposed development includes augmentation of road connectivity, expansion of irrigation infrastructure, and deployment of advanced micro-irrigation technologies, with the objective of bridging regional disparities and enabling inclusive growth.
 3. **Visakhapatnam Economic region:** The proposed intervention will focus on urban transformation of Vishakhapatnam economic region including Visakhapatnam City and its urban agglomeration, with a view to accelerating its emergence as a vibrant economic, industrial, and innovation hub for the State. The proposed development will focus on infrastructure modernisation, sustainable urban mobility, climate resilient and gender inclusive urban infrastructure and services, strengthening and enhancing institutional capacity, aligning with the city's long-term vision for inclusive urban growth.
- 1.1.3 Andhra Pradesh, one of the leading producers of horticulture crops, with 18.57 Lakh Ha area under horticulture. State produces 406 lakh MT of horticulture produce annually. Andhra Pradesh produces 15.6% of fruits in the country. Horticulture is a major contributor to the State's agricultural economy with 18.57 lakh hectares under cultivation and a GVA of ₹1.52 lakh crore. The State ranks third in India in horticultural production, cultivating high-value crops such as banana, mango, tomato, chillies, citrus, and oil palm.
 - 1.1.4 Rayalaseema, which is classified as arid zone and largely under rainfed cultivation has turned into a powerhouse of fruit and vegetable production, ~50% of state horticulture GVA. This transformation is driven by innovations like micro-irrigation and government support, farmers now grow high-value crops for both local markets and export, providing vital jobs and boosting rural prosperity. This stands as a model of sustainable growth and community development in Andhra Pradesh.
 - 1.1.5 In pursuance of the above, the APCFSS (hereinafter called as the '**Authority**') has decided to carry out the process to engage the services of a professional consultancy agency (hereinafter called as the '**Consultant**') to prepare comprehensive Detailed Project Reports (DPRs) for the three identified regions. The Consultant shall perform the activities in accordance with the Terms of Reference specified in Schedule-I (the "TOR")

1.2 Request for Proposals

The Authority invites proposals (the 'Proposals') for the Consultant to prepare a comprehensive Detailed Project Report for the three (3) identified regions in conformity with the TOR (collectively the "Consultancy"). The Authority 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

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be downloaded from the website of AP e-procurement portal. However, the bids of only those Applicant shall be considered for evaluation who have in the form of NEFT/ RTGS/ ONLINE from Nationalized or any scheduled bank (but not from Co- operative or Grameena Bank) made a payment of Rs 10,000/- (Rs ten thousand only) for the RFP document. Scan copy of the payment must be uploaded on along with technical Proposal, failing which the bidder shall be disqualified.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "**PDD**").

1.6 Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, both the technical and financial proposal shall be submitted online only through e-procurement. The selection will be done through QCBS (Quality and Cost Based Selection) process. 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. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Bidder (the "**Selected Bidder**") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

- 1.7.1 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

The Authority would endeavour to adhere to the following schedule:

Sl. No	Description	Details
1.	Name of the work	RFP to select an agency for the preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh
2.	Bid Security	Rs 2,00,000/- (INR Two Lakh only)
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10.	Financial Bid Opening date	06/12/2025
11.	Letter of Award (LOA)	Within two weeks

1.9 Joint venture / sub-contracting

No Joint venture or subcontracting of any part of consultancy is permitted for the assignment.

- 1.10 Bidder shall bear all costs associated with the preparation and submission of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

- 1.11** Authority is not bound to accept any Bid and reserves the right to annul the Bidding / selection process at any time prior to contract award, without thereby incurring any liability to the Bidder.
- 1.12** Bidders would be required to furnish all the information specified in this RFP. Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Bidders are, therefore, advised to visit the site and familiarize themselves with the Project.
- 1.13** Bidders are advised that the selection of Consultant shall be based on an evaluation by the Authority through the Selection Process specified in this RFP. Bidders 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 Authority's decisions are without any right of appeal whatsoever.
- 1.14** The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Selected Bidder shall be required to enter into an agreement with the Authority.

2. ELIGIBILITY OF THE BIDDER

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

2.1.1 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

A. Technical Eligibility Criteria

- (i) The Applicant shall be registered company incorporated under Companies Act, 1956/2013 or LLP incorporated under the Limited Liability Partnership Act, 2008 or under equivalent international law in any other country. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with Technical Proposal.
- (ii) The Bidder must have experience of over 10 years in at least 2 of the following areas:
 - 1. **Preparation of comprehensive state or regional development plan(s)**
 - 2. Preparation of Infrastructure Development Roadmaps having investment plans or financing mechanism
 - 3. Strategic Vision / Roadmap plans for international multilateral / bilateral organisations
 - 4. State Studies for backward and forward linkages w.r.t agri or horticulture sector and / or Sectoral Diagnostic Studies and Infrastructure requirement assessments, Logistics, forward backward linkages and development of value and supply chain in Horticulture sector

B. Financial Capacity:

- (i) The Applicant shall have received a minimum of **Rs. 200 (two hundred)** crore per annum as professional fees during each of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients but shall exclude audit and legal services.
- (ii) The Bidder should have a positive net worth of minimum 50 cr in last 3 financial year (2022-23, 2023-24 & 2024-25)

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

D. Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Team Leader	MBA / M.E/ M.Tech	15 years	Multi-sectoral experience, leading the team in preparation of investment plan/ infrastructure / financing and funding plans / strategic planning studies/ multi-sectoral roadmaps/ vision for 3 (three) Eligible Assignments. Experience with national programmes will be preferred.
Agri business consultants	(Graduate in Agri / allied sector with MBA)	10 years	Shall have, over the past 10 (ten) years preceding the PDD, prepared DPR for infrastructure sector / infrastructure plan / investment plan/ road map/ diagnostic study, forward backward linkages, supply chain for 3 (three) Eligible Assignments . Experience of Agriculture / Horticulture and allied sector is highly desirable
Urban Planning Expert	B. Plan/ B. Arch with M Plan or Masters in Infrastructure Design	10 years	Shall have, over the past 10 (ten) years preceding the PDD, prepared DPR for infrastructure sector / infrastructure plan / investment plan/ road map/ diagnostic study for 3 (three) Eligible Assignments . Experience of Urban Planning / Urban Infrastructure development is highly desirable
Infrastructure Expert	MBA / M.E/ M.Tech / M. Plan	10 years	Shall have, over the past 8 (eight) years preceding the PDD, prepared DPR/ DFR/ TFR / Investment Plan/ Infrastructure plan for 3 (three) Eligible Assignments.
Finance cum Investment Expert	MBA / CFA/ CA	8 years	Shall have, over the past 8 (eight) years preceding the PDD, prepared financial model, revenue model and/or bid documents/ financial feasibility report/ infrastructure investment report for 3 (three) Eligible Assignments of 1 (one) should be PPP project
Analysts- 2 nos (to be deployed at the Authority's office)	MBA/ M Plan / M.E or masters in relevant field.	3 years	Experience of working on studies / roadmaps in any of the following: investment plan / infrastructure road map/state visions including infrastructure assessment report/ diagnostic study report/ financial and economics assessment/ prioritization frameworks / revenue and finance estimation

2.1.2 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors 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. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

- 2.1.3 The Bidder 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 Bidder, in case the Bidder is a partnership firm or limited liability partnership.
- 2.1.4 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.
- 2.1.5 Bidder 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 Bidder or its Associate.
- 2.1.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.2 Conflict of Interest

- 2.2.1 Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.2.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any

assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the **Guidance Note at Schedule-3**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. the Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 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
- ii. a constituent of such Applicant is also a constituent of another Applicant; or
- iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. 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

- vi. there is a conflict among this and other consulting assignments of the Applicant (including its personnel) 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 Authority 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
- vii. a firm hired to provide consulting services for this Consultancy, and its Members or Associates, will be disqualified from subsequently providing goods or works or services resulting from the same Consultancy;

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.

- 2.4 An Applicant eventually appointed to provide Consultancy hereunder, and its Associates, shall be disqualified from subsequently providing goods or works or services related to projects and assets identified under the Consultancy 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 6 (six) months from the date of submission of Detailed project Report 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 Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for 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 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.

2.5 Number of Proposals

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

2.6 Cost of Proposal

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

2.7 Verification of information

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

2.8 Acknowledgement by Applicant

2.8.1 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 the Authority;
- (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 the Authority or relating to any of the matters referred to in **Clause 2.7** above;
- (d) satisfied itself about all matters, things and information, including matters referred to in **Clause 2.7** herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.8.2 The Authority 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 the Authority.

2.9 Right to reject any or all Proposals

2.9.1 Notwithstanding anything contained in this RFP, the Authority 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.

2.9.2 Without prejudice to the generality of **Clause 2.9.1**, the Authority 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 Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority 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 Authority, including annulment of the Selection Process.

2.10 Contents of the RFP

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

Request for Proposal

- 1. Introduction
- 2. Instructions to Applicants
- 3. Criteria for Evaluation
- 4. Fraud and corrupt practices
- 5. Miscellaneous

Schedules

- 1 Terms of Reference
- 2 Form of Agreement
 - Annex-1: Terms of Reference
 - Annex-2: Cost of Services
 - Annex-3: Payment Schedule
 - Annex-4: Bank Guarantee for Performance Security
- 3 Guidance Note on Conflict of Interest

Appendices

- Appendix-I: Technical Proposal
- Form-1: Letter of Proposal
- Form-2: Particulars of the Applicant
- Form-3: Statement of Legal Capacity

Form-4: Power of Attorney
Form-5: Financial Capacity of Applicant
Form-6: Particulars of Key Personnel
Form-7: Proposed Methodology and Work Plan
Form-8: Abstract of Eligible Assignments of Applicant
Form-9: Abstract of Eligible Assignments of Key Personnel
Form-10: Eligible Assignments of Applicant
Form-11: Curriculum Vitae (CV) of Key Personnel

Appendix-II: Financial Proposal
Form-1: Covering Letter
Form-2: Financial Proposal

2.11 Clarifications

2.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority by e-mail so as to reach before the date mentioned in the Schedule of **Selection Process at Clause 1.8**. The subject of the email shall clearly bear the following identification:

" Queries for RFP to select an agency for the preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh "

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

2.11.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this **Clause 2.11** shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.12 Amendment of RFP

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

2.12.2 The revised RFP with the amendments will be binding on all Applicants.

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

2.13 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.

2.14 Format and signing of Proposal

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

2.14.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the 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. Power of Attorney in original to be submitted in accordance with Clause 2.16.8.

2.14.3 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 the Authority, and that evaluation will be carried out only on the basis of 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 subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of **Clause 2.24**.

2.15 Technical Proposal

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

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

- (a) The Bid Security is provided;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.1.1 (D) of the RFP;
- (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or 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) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) no Key Personnel should have attained the age of 65 (sixty five) years at the time of submitting the proposal; and
- (l) the proposal is responsive in terms of Clause **2.22.3**.

2.15.3 Failure to comply with the requirements spelt out in this Clause 2.15 shall make the Proposal liable to be rejected.

2.15.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Consultancy is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

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

2.15.6 The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in **Clause 2.1.1 (D)** shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at **Form-11 of Appendix-I.**

2.15.7 The Authority 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 the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.15.8 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 the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

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

2.16 Financial Proposal

2.16.1 Applicants shall submit the financial proposal in the formats at **Appendix-II** (the “Financial Proposal”) clearly indicating the total cost of the Consultancy (Item **C of Form-2 of Appendix-II**) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. 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.

2.16.2 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, accommodation, air fare, equipment, printing of documents, surveys etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including break down of costs) shall be expressed in INR.

2.17 Submission of Proposal

- 2.17.1 The Applicants shall submit the Proposal on the Official Website, duly signed in digital form by the authorised signatory of the Applicant, no later than the date and time specified as the **Proposal Due Date as specified in Clause 2.18.1**, by uploading the complete and legible scanned/digital copies of Technical and Financial Proposal in pdf/digital format. The documents submitted in the Proposal should be scanned in at least 100 dpi with black and white option. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP.
- 2.17.2 The proposal is to be submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Applicant and the version uploaded by the Authority, the latter shall prevail.
- 2.17.3 The Proposal will contain a 'Technical Proposal' and a 'Financial Proposal'. The 'Technical Proposal' shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 11 of Appendix-I and supporting documents. The 'Financial Proposal' shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II).
- 2.17.4 The Technical Proposal and Financial Proposal shall be typed and signed by the Authorised Representative of the Applicant. All pages of the Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.17.5 Proposals submitted by fax, telex, telegram, special messenger, or e-mail shall not be entertained and shall be rejected.

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

2.17.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Deliverables and discharge of all obligations of the Consultant under the Agreement.

2.17.8 The Applicant shall also submit the Bid Security and Power of Attorney as specified in **Clause 2.20.1** and **Clause 2.1.3** respectively, in original to the person at the address specified hereunder in a sealed envelope on or before the Proposal Due Date.

The envelope shall be addressed to:
Attn of : Sri Gautam Allada, IA&AS.,

Designation : CEO

Address: APCFSS, 3rd Floor, Nidhi Bhavan, IT Park, Behind APIIC building, Mangalagiri, Guntur District, Andhra Pradesh-522503

The envelope shall clearly bear the following identification:

RFP Notice No. N-.....for Selection of Agency for preparation of Detailed Project report for the 3 regions of Andhra Pradesh.

2.18 Proposal Due Date

2.18.1 Proposal should be submitted at or before 1100 hrs on the Proposal Due Date specified in Clause 1.8 in the manner and form as detailed in this RFP.

2.18.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with **Clause 2.11** uniformly for all Applicants.

2.19 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 2,00,000/- (INR two lakh only) in the form of a Demand Draft issued by one of the Nationalised/Scheduled Banks in India in the favour of CEO APCFSS (the "Bid

Security”), returnable not later than 60 (sixty) days from PDD 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 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof. A copy of the Bank Guarantee should be uploaded as a part of Technical proposal. Bank Guarantee in original to be submitted in accordance with **Clause 2.17.8**.

- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority 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 2.30 respectively; or
 - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.2.

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 Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority 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 2.2; 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.

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 1530 hours on the date specified in Clause 1.8 for Opening of Proposals, and in the presence of the Applicants who choose to attend. The "Technical Proposal" shall be opened first. The "Financial Proposal" of the Applicants shortlisted in the Technical Proposal shall be opened at a later date.

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

- (a) technical Proposal received online is in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
- (c) a copy of the Bid Security deposit receipt as specified in Clause 2.20.1 is submitted.
- (d) it is signed and submitted in accordance with Clauses 2.14 and 2.17;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.1.3 in accordance with Clause 2.17;
- (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.

- 2.22.3 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.4 The Authority 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.
- 2.22.5 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of **Clauses 3.3 and 3.4.**
- 2.22.6 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, 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 the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority 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. The Authority 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 the Authority 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, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority 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, the Authority 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 Authority.

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 the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25.2 The Authority 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 Authority.

2.26 Substitution of Key Personnel

2.26.1 The Authority 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 Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority 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 the Authority. As a condition to such substitution, a sum equal to 1.5% (one and a half per cent) of the Agreement Value shall be deducted from the payments due to the Consultant. In

the case of a second substitution hereunder, such deduction shall be 3% (three per cent) of the Agreement Value. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.26.3 Substitution of the Financial Expert will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times 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 Authority 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 Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority 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 the period prescribed in **Clause 1.8**. 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 on the Consultancy 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, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of **Clause 2.20.4**.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Financial Expert scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Financial Expert, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.

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

Sl. No	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Bidder	30	3 Eligible Assignments - 20 marks 4 Eligible Assignments - 30 marks
2.	Proposed Methodology and Work Plan	20	Technical approach and methodology Presentation on understanding of Project context, Appreciation of Project, Experience with large-scale multi-sectoral projects related to eligible assignments (10 marks)

3.	Relevant Experience of the Key Personnel		i) 50% of the maximum marks for each Key Personnel shall be awarded for right qualification; ii) 50% of the maximum marks shall be awarded for work done for any of the Eligible Assignments;
3 (a)	Team Leader	15	
3 (b)	Subject Matter Expert	7.5	
3 (c)	Urban Planning Expert	7.5	
3 (d)	Infrastructure Expert	7.5	
3 (e)	Finance cum Investment expert	7.5	
3 (f)	Analyst - 1	2.5	
3 (g)	Analyst - 2	2.5	
	Total	100	

3.1.4 Eligible Assignments for the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, following projects shall be deemed as eligible assignments (the “Eligible Assignments”):

- (a) Studies / Preparation of comprehensive multi-sectoral state or regional development/ investment plans/ state vision plans / area-based development /sectoral roadmaps - **at least 1 project, and**
- (b) Bidder should have experience of preparation of Infrastructure Investment Plan / Infrastructure Road map / Infrastructure Development Roadmaps that preferably includes investment plans or financing mechanisms / Study Industrial potential and economic development for road sector of at least **1 (one) project, and**
- (c) DPRs for projects pertaining to Primary sector development with forward-backward linkages / robust value and supply chains / Roads / logistics / minor irrigation infrastructure / Post-agri infrastructure- at least **1 (one) project, and**
- (d) Experience of Preparation of Green and / or Blue city master plan / City Development Plan / Industrial Development plan / DPR or TFR for City Development / preparation of DPR for Urban Infrastructure projects- at least **1 (one) project.**

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) 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, the Authority 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 pre-qualified and 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. Each Financial Proposal will be assigned a financial score (SF).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 3.3.3 The Authority 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. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

$$SF = 100 \times FM/F \text{ (F = amount of Financial Proposal)}$$

3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
- $S = ST \times Tw + SF \times Fw$ Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.
- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). 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 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, the Authority 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, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority 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 the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this 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 the Authority 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 the Authority, 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 Consultancy or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Consultancy;
 - (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 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.

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder.
- 5.5 Applicants are required to treat all such documents and information as strictly confidential.
- 5.6 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1 (See Clause 1.1.3)

Terms of Reference (ToR)

for

**RFP to select an agency for the
preparation of DPRs for comprehensive
development of 3 Regions in Andhra
Pradesh**

Contents

1. General
2. Objective
3. Scope of Services
 - 3.1 Preparation of Projects Pipeline
4. Deliverables
 - 4.1 Preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh
5. Time and Payment Schedule
6. Meetings
7. Data to be made available by the Authority
8. Completion of Service

Terms of Reference (TOR)

1. General

Government of Andhra Pradesh to accelerate the economic growth and address fiscal challenges intends to introduce a strategic development plan focused on enhancing Gross State Domestic Product (GSDP), improving per capita income, and promoting balanced regional development.

The initiative responds to post-bifurcation structural and fiscal constraints, focusing on industrialization, infrastructure, human capital, agriculture & allied sectors, urban development, and fiscal stabilization. A robust governance, financing, and monitoring framework will ensure timely and accountable delivery.

The initiative targets the development of three priority regions:

- 1. Rayalaseema Region** – The region consists of Kurnool, Anantapur, YSR Kadapa, Chittoor, Satya Sai, Nandyal, Annamayya, Tirupati, Prakasam and Bapthla. The proposed interventions will focus on horticulture expansion, micro-irrigation networks, strengthening of road infrastructure, and irrigation resource augmentation, aimed at improving productivity, rural livelihoods, and connectivity over the medium term in this region.
- 2. Uttarandhra Region** – The holistic development of the Uttara Andhra region will comprise of districts of Srikakulam, Vizianagaram, Anakapalli, Parvathipuram Manyam, and Alluri Sitarama Raju (ASR). The proposed development includes augmentation of road connectivity, expansion of irrigation infrastructure, and deployment of advanced micro-irrigation technologies, with the objective of bridging regional disparities and enabling inclusive growth.
- 3. Visakhapatnam Economic region:** The proposed intervention will focus on urban transformation of Vishakhapatnam economic region including Visakhapatnam City and its urban agglomeration, with a view to accelerating its emergence as a vibrant economic, industrial, and innovation hub for the State. The proposed development will focus on infrastructure modernisation, sustainable urban mobility, climate resilient and gender inclusive urban infrastructure and services, strengthening and enhancing institutional capacity, aligning with the city's long-term vision for inclusive urban growth.

2. Objective

The objectives of proposed development for transformation and sustainable growth of Rayalaseema plus Prakasam, Vishakhapatnam Economic region and Uttara Andhra region are as below :

- (i) **Accelerated Regional Development:** Promote balanced and inclusive growth across all districts of Rayalaseema plus Prakasam through integrated infrastructure and socio-economic development initiatives.
- (ii) **Urban infrastructure and Quality of Life :** Transforming Vishakhapatnam into growth through innovation and incentives, capitalizing the strength of the region and upgrade urban mobility, housing, water supply, and sanitation to support sustainable and climate resilient urbanization.
- (iii) **Enhanced Connectivity and Accessibility:** Develop robust road, rail, logistics, port connectivity and digital connectivity to improve access to markets, resources, and services, fostering regional competitiveness.
- (iv) **Strengthen Economic Base:** Create an enabling environment for growth of **Agriculture- horticulture based industries**, and MSMEs to generate employment and enhance income levels.
- (v) **Ensure Sustainable Resource Management:** Implement and improve minor irrigation, water conservation, renewable energy adoption, and climate-resilient practices to safeguard natural resources and promote environmental sustainability.
- (vi) **Improve Social Infrastructure:** Upgrade healthcare, education, and skill development facilities to improve human capital and quality of life.
- (vii) **Promote Investment and Innovation:** Attract private and public investments through policy support, PPP models, and innovation-driven initiatives for long-term economic resilience.
- (viii) **Foster Inclusive Development:** Ensure equitable access to opportunities for marginalized communities, women, and youth, reducing regional disparities.
- (ix) **Build Institutional Capacity:** Strengthen governance frameworks and institutional mechanisms for effective planning, implementation, and monitoring of development programs.

3. Scope of Services

The scope of work for three development regions are as indicated region wise. The Consultant is required to carry out the scope of work as detailed below:

I. Rayalaseema Region

(A) Formulation of a socio-economic development plan for the region.

- (i) Review the existing horticulture cluster development plans in the Rayalaseema region of Andhra Pradesh in consultation with the relevant departments.
 - (ii) Identify and delineate potential horticulture and allied clusters with strong prospects for accelerating socio-economic development in the region.
 - (iii) Map individual-level interventions required for sustainable income generation and livelihood enhancement.
 - (iv) Identify potential export-oriented horticulture clusters and associated policy or infrastructure enablers.
 - (v) Recommend interventions for strengthening horticulture value chains, improving market access, and enhancing competitiveness.
 - (vi) Assess forward and backward linkages essential for a robust supply chain, with specific focus on:
 - Irrigation and water management
 - Road and transport connectivity
 - (vii) Irrigation and Water Management
 - Identify existing and potential irrigation sources suitable for identified horticulture clusters in consultation with the concerned department.
 - Identify gaps in such irrigation command areas and suggest interventions to improve water availability, reliability, and climate resilience.
 - Micro-irrigation systems (drip and sprinkler) that deliver water directly to the root zone to minimise losses and enhance water-use efficiency in the identified horticulture clusters.
 - Automated and sensor-based micro-irrigation solutions in the identified horticulture clusters that enable precise control, fertigation, and real-time adjustment based on crop and soil moisture needs.
 - (viii) Road and transport connectivity
 - Assess the existing road network in relation to the identified horticulture clusters and identify priority corridors critical for seamless movement of produce to markets and processing centres, recommending road strengthening, widening, upgrading, and new connectivity interventions to support value chain development across horticulture and allied sectors.
- (B) Investment Plan and Financial Structuring:** Prepare a comprehensive Infrastructure Investment Plan including:
- (i) Project prioritization and cost estimates.
 - (ii) Funding strategy (multilateral support, central support, PPP models,).
 - (iii) Financial viability and risk assessment.

(C) Detailed Project Report (DPR):

The consultant shall prepare a comprehensive Detailed Project Report (DPR) for the socio-economic development of the Rayalaseema region, fully integrating all elements outlined in Part (A). The DPR shall adhere to the technical, financial, and other standards required for multilateral development financing, including those of the World Bank, Asian Development Bank (ADB), and similar

international agencies. The DPR should be structured, data-driven, and outcome-oriented, enabling readiness for financing, implementation, and monitoring.

II. Uttarandhra Region of Andhra Pradesh

A. Regional Baseline Assessment

Conduct a comprehensive socio-economic assessment of the Uttarandhra region using data furnished by relevant departments, covering demographics, livelihoods, sectoral performance, and regional disparities.

B. Sectoral Infrastructure Analysis

Analyse the current status of infrastructure—irrigation systems, road connectivity, logistics and value-chain infrastructure, industrial facilities, and social infrastructure (health, education, skilling, housing).

C. Gap Identification and Needs Assessment

Identify gaps in physical, social, and economic infrastructure across the region, including connectivity deficits, irrigation bottlenecks, institutional constraints, and skill shortages that limit growth potential.

D. Integrated Development Strategy

Prepare an integrated socio-economic development strategy for the region that aligns with the objectives of the **Purvodaya programme**, State priorities, and Viksit Bharat 2047 framework.

E. Project Conceptualisation and Prioritisation

Develop a pipeline of priority projects across agriculture, horticulture, irrigation, connectivity, logistics, industry, and human development; prioritise them based on readiness, impact potential, and alignment with GoI norms.

F. Costing, Phasing, and Investment Plan

Prepare detailed cost estimates, phasing of investments, and financing requirements for each priority project, with clear sequencing over short-, medium-, and long-term horizons.

G. Economic and Financial Analysis

Carry out rigorous economic analysis including cost-benefit analysis, economic internal rate of return (EIRR), financial viability, risk assessment, and distributional impact, consistent with World Bank/ADB DPR standards.

H. Implementation Framework and Institutional Strategy

Propose an implementation roadmap with timelines, milestones, inter-departmental coordination mechanisms, and institutional structures necessary for smooth execution of Purvodaya-funded projects.

I. Monitoring, Evaluation, and Results Framework

Develop a results-based monitoring and evaluation framework with output, outcome, and impact indicators aligned with national and international development standards, enabling measurable progress toward socio-economic transformation.

III. Vishakhapatnam Economic Region

- (A)** Examine existing **master plans, regional development plans, transport and mobility plans, industrial corridor studies, port-led development plans**, and other relevant documents of Government of Andhra Pradesh and Gol.
- (B)** Assess available data furnished by stakeholder departments, including infrastructure status (roads, ports, airports, logistics parks, utilities), social infrastructure, skill and labour markets, and investment climate.
- (C)** Assess the coherence, gaps, and convergence opportunities among these plans from the perspective of integrated regional development.
- (D)** Identify high-impact projects that can accelerate the Visakhapatnam Economic Region into a **national and global growth hub**, leveraging its strategic location, port-led advantages, and industrial potential.

- a. Develop a pipeline of transformative projects across:
 - b. Industrial development and manufacturing clusters
 - c. Port-led development, logistics, and multimodal connectivity
 - d. IT/ITeS, fintech, innovation and startup ecosystems
 - e. Tourism, culture, and coastal economy strengthening
 - f. Urban infrastructure, mobility, and housing
 - g. Green energy, circular economy, environmental infrastructure
- (E)** Prepare an integrated socio-economic and spatial development strategy for the VER aligning with:
 - a. State growth objectives
 - b. NITI Aayog's Vision
 - c. Industrial and logistics corridor strategies
- (F)** Conduct economic analysis including cost-benefit analysis, distributional impacts, and regional economic multipliers. Assess financial viability, funding gaps, risk factors, and alternative financing models (multilateral, central schemes, PPPs, blended finance).
- (G)** Prepare high-quality DPRs for shortlisted priority projects. DPRs should include:
 - a. Institutional arrangements and implementation strategy
 - b. Phased investment plan and procurement strategy
 - c. Environmental and social safeguard frameworks
 - d. Economic and financial analysis
 - e. Measurable outcomes and impact indicators
- (H)** Develop a comprehensive implementation roadmap with timelines, milestones, phasing, and inter-departmental coordination mechanisms. Propose institutional structures for programme management, oversight, and monitoring.
- (I)** Prepare a results-based framework with clear output, outcome, and impact indicators for regional transformation.

4. Deliverables

- 4.1** In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the "Deliverables") during the course of this Assignment/Consultancy. Each Deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents

that generally comprise deliverables for similar consultancy work by way of best practices.

4.2 The deliverables shall include:

Sl. No.	Rayalaseema	Uttaraandhra	Vishakhapatnam Economic Region
(i)	Formulation of Socio Economic Development Plan for the region	Regional Baseline assessment Report Sectoral Infrastructure Analysis and Gap Identification report	Baseline & Economic Competitiveness Report
(ii)	Investment Plan and financial structuring	Project Conceptualization, prioritization, with integrated development strategy report	Draft SDF & Sectoral Infrastructure Strategy
(iii)	Draft Detailed Project Report (DPR) for priority projects with Cost estimation	Draft Detailed Project report with Economic & Financial Analysis and Implementation Framework and Institutional Strategy Monitoring, Evaluation, and Results Framework	Project Pipeline, Infrastructure Investment Plan, Implementation Roadmap & Financing Strategy
(iv)	Final Detailed Project Report (DPR) for priority projects with Cost estimation	Final Detailed Project report with Economic & Financial Analysis and Implementation Framework and Institutional Strategy Monitoring, Evaluation, and Results Framework	Final Integrated Economic Region Development Plan with Cost estimation
(v)	Presentation and executive summary for decision-makers.	Presentation and executive summary for decision-makers.	Presentation and executive summary for decision-makers.

4.3 The Consultant shall first submit the draft report, followed by presentation(s) to the Authority on the details of the draft report. Subsequent to the presentation(s) and in view of the inputs and comments received from the Authority, the Consultant shall revise the draft report and submit the final Report of the Projects Pipeline. The Consultant shall also make a presentation on the said final report, if requested by the Authority.

5. Time and payment schedule

- 5.1 The total duration for the Consultancy shall be 07 (Seven) months. The Consultant shall mobilize its Key Personnel as per the Personnel proposed.
- 5.2 Timeline for submission of the three deliverables without fail to be submitted to the Authority:

Sl. No	Description of deliverable	Deadline for submission
1.	DPR for Rayalaseema Region - 1 st draft	15.01.2026
2.	DPR for Uttara Andhra Region - 1st draft	15.03.2026
3.	DPR for Vishakhapatnam Economic Region- 1 st draft	15.06.2026

- 5.3 Deliverables and timelines (the “Key Dates”) for the Consultancy and the payment schedule linked to the specified deliverables is given below:

S.N.	Milestones to be achieved	Timeline - Weeks	Payment of the total quoted amount
Phase 1: DPR for Rayalaseema & Prakasam Region			
1	Submission of Inception Report	T+1	5%
2	Formulation of Socio Economic Development Plant for the region	T+2	5%
3	Investment Plan and financial structuring	T+3	5%
4	Draft Detailed Project Report (DPR) for priority projects with Cost estimation	T+4	5%
5	Final Detailed Project Report (DPR) for priority projects with Cost estimation	T+10	15%
Phase 2: DPR for Uttara Andhra Region			
1	Submission of Inception Report	T+5	5%
2	Regional Baseline assessment Report Sectoral Infrastructure Analysis and Gap Identification report	T+6	5%
3	Project Conceptualization, prioritization, with integrated development strategy report	T+8	5%
4	Draft Detailed Project report with Economic & Financial Analysis and Implementation Framework and Institutional Strategy Monitoring, Evaluation, and Results Framework	T+12	5%
5	Final Detailed Project report with Economic & Financial Analysis and Implementation Framework and Institutional Strategy Monitoring, Evaluation, and Results Framework	T+18	10%
Phase 3: DPR for Visakhapatnam Economic Region			

S.N.	Milestones to be achieved	Timeline - Weeks	Payment of the total quoted amount
1	Submission of Inception Report	T+13	5%
2	Baseline & Economic Competitiveness Report	T+15	5%
3	Draft SDF & Sectoral Infrastructure Strategy Project Pipeline, Infrastructure Investment Plan, Implementation Roadmap & Financing Strategy	T+17	5%
4	Integrated Economic Region Development Plan with Cost estimation – 1 st Darft	T+24	5%
5	Final Integrated Economic Region Development Plan with Cost estimation	T+28	15%

Note: T is Start Date of Assignment, i.e., from the date of Letter of Award. The Authority may extend the timelines based on its discretion.

- 5.4 In the event that the Consultancy cannot be taken forward for whatever reason, the Consultant shall not proceed with the Assignment and the same shall be terminated. Upon such termination, the Consultant shall be entitled to a payment of 60% (sixty per cent) of the Assignment value until the termination hereunder less any payment already made by the Authority for any Deliverable or otherwise.

6. Meeting and stakeholders discussion

The Authority 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 the Authority's office including the presentation(s) mentioned in paragraph 4 above.

7. Documents to be made available by the Authority

Available data required by the Consultant will be provided by the Authority on request.

8. Completion of Services

- 8.1 All the deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft and hard form. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such

corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (one) year from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.

AGREEMENT

FOR

PREPARATION OF DPRS FOR COMPREHENSIVE

DEVELOPMENT OF 3 REGIONS IN ANDHRA PRADESH

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AGREEMENT

Preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [Governor of ***** acting through.....] (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 Preparation of Infrastructure Projects Pipeline (hereinafter called the “Consultancy”);
- 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 6.1.1;
- c. “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d. “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- e. “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- f. “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- g. “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h. “**Government**” means the Government of ;
- i. “**INR, Re. or Rs.**” means Indian Rupees.

- j. **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- k. **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l. **“Personnel”** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- m. **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- n. **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto; and
- o. **“Third Party”** means any person or entity other than the Government, the Authority, the 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 parts 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 the State in which the Authority has its headquarters 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. be given by e-mail
- b. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Authority of Member-in-charge

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

1.9 Authorised Representatives

- 1.9.1 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 1.9

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

.....

.....

Tel:

Mobile:

Email:

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

.....

.....

Tel:

Mobile:

Email:

1.10 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 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry 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 earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. 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. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

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 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 minimise 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 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 30 (thirty) 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 30 (thirty) 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 30 (thirty) 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 survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the

Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

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 equipment 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, the Authority shall make payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority) of remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination.

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 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 the Personnel and agents of the 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 projects and assets identified under the Infrastructure Projects Pipeline Report

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any projects 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) months 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 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.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its the Personnel 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 remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration 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 Personnel and agents of Personnel, similarly shall not receive any such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall 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*, the 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 2 (two) 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 (i) 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 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 Consultancy 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 Consultancy;

- 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 and its Personnel shall not, either during the term or within 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 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 Consultancy, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Consultant and its Personnel or becomes a part of the public knowledge from a source other than the Consultant and the Personnel;
- 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 and its Personnel 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 Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, 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 willful 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, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying

out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant.

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;

(b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and

(c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Reporting obligations

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

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

- 3.8.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created, and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy

Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

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

3.9 Equipment and materials furnished by the Authority

Equipment and 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 equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.10 Providing access to Personnel

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

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, 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 Consultancy, 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 drawings including any re-survey /investigations.

4. CONSULTANT'S PERSONNEL

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 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 not more than two 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 one Key Personnel shall be permitted subject to reduction of remuneration equal to 1.5% (one and half per cent) of the Agreement Value. In case of a second substitution, such reduction shall be equal to 3% (three per cent) of the Agreement Value.

For the purpose of this Clause 4.2, the term Key Personnel shall exclude the Team Members.

4.3 Team Leader

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

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 and Personnel with work permits and such other documents as may be necessary to enable the Consultant 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 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 incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration 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.

5.3 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 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-2 of the Agreement (the “**Agreement Value**”).
- 6.1.2 Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the Agreement Value.

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-3 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (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 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary

particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.

- (c) The final payment under this Clause shall be made only after the final report, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) 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 The Consultant shall, for the performance of its obligations hereunder, provide to the Authority no later than 5 (five) days from the Effective Date, an irrevocable and unconditional Bank Guarantee for a sum equivalent to 5% (five per cent) of the Agreement Value in the form set forth in Annex-4 of this Agreement. The Performance Security shall remain in force and effect for a period of 60 (sixty) days after the delivery of the final deliverable to the Authority, upon which the Authority shall forthwith release the Performance Security without interest.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

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

7.2.3 Encashment and appropriation of Performance Security

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

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Consultancy 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 recognize 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 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 [Secretary, Finance Department] and the 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 India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023 (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 place of such arbitration shall be the capital of the State where the Authority has its headquarters, and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)

Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Annex-1
Terms of Reference
(Refer Clause 3.1.2)
(Reproduce Schedule-1 of RFP)

Annex-2
Cost of Services
(Refer Clause 6.1)
(Reproduce as per Form-2 of Appendix-II)

Annex-3
Payment Schedule
(Refer Clause 6.3)

Annex- 4
Bank Guarantee for Performance Security
(Refer Clause 7.1.1)

.....
.....
.....

In consideration of acting on behalf of acting through (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, 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**”) the assignment for consultancy services in respect of the Consultancy, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

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

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement.

Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required 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 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 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

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

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

- i. Potential consultant should not be privy to information from the Authority which is not available to others;
- ii. potential consultant should not have defined the project when earlier working for the Authority.
- iii. potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and contractors:

- (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
- (ii) no consultant should be involved in owning or operating entities resulting from the project; or
- (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority.

All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I
(See Clause 2.1.3)
TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Sub: Preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Consultancy. 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.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/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. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the Authority;
- (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/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. I/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. I/We declare that we/any member of the consortium, are/is not a Member of a/any other consortium applying for Selection as a Consultant.

10. I/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 or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/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/employees¹.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant)

¹ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule..... hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

APPENDIX-I
Form-2
Particulars of the Applicant

1.1	Title of Consultancy: Preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh
1.2	Deleted
1.3	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.4	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business
1.5	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India. (ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No

	(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No (iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.
1.6	Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this projects and other initiatives identified in the Final Infrastructure Projects Pipeline Report as a contractor or as a manufacturer? Yes/No
1.7	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on projects and other initiatives identified in the Final Infrastructure Projects Pipeline Report (including tendering relating to any goods or services for any other part of such projects) other than that of the Consultant? Yes/No If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on projects and other initiatives identified in the Final Projects Pipeline Report and they agree to limit their role to that of consultant/ adviser for the Authority only? Yes/No

	(Signature, name and designation of the authorised signatory) For and on behalf of
--	---

APPENDIX-I
Form-3
Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,
.....
.....
.....

Dear Sir,

Sub: Preparation of DPRs for comprehensive development of 3 Regions in Andhra Pradesh

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

I/We have agreed that.....(insert individual's name) will act as our Authorised Representative 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

APPENDIX-I
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 us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Infrastructure Projects Pipeline (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal 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, 20.....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the*

executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (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, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I
Form-5
Financial Capacity of the Applicant
(Refer Clause 2.2.2 (B))

Sl. No.	Financial Year	Annual Revenue (Rs./US\$ in million)
1		
2		
3		

Certificate from the Statutory Auditor²

This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees. The professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients, however, it does not include audit and legal services.

Name of the audit firm:
Seal of the audit firm
Date:

(Signature, name and designation of the authorised signatory)

Note: Please do not attach any printed Annual Financial Statement.

² In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I
Form-6
Particulars of Key Personnel

S. N	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience			No. of Eligible Assignments
					Name of Firm	Employed Since	

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages) The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages) The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Applicant³

(Refer Clause 3.1.4)

S. No.	Name of the Project	Name of the Client	Estimated Capital Cost of the project(in Rs. Crores/US\$ million)	Payment ⁴ of professional fees received by the applicant (in Rs. Crore)
(1) ⁵				

Certificate from the Statutory Auditor⁶

This is to certify that the information contained in Column 5 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)

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

APPENDIX-I

³ The Applicant should provide details of only those projects that have been undertaken by it under its own name.

⁴ Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

⁵ The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

⁶ 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 Personnel⁷

(Refer Clause 3.1.4)

Name of Key Personnel:

SN	Name of the Project ⁸	Name of the Client	Estimated capital cost of Project (in Rs crore/ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							

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

APPENDIX-I

Form-10

Eligible Assignments of Applicant

⁷ Use separate Form for each Key Personnel.

⁸ The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

(Refer Clause 3.1.4)

1	Name of Applicant:	
2	Name of the Project:	
3	Particulars of the Project	
4	Description of services performed by the Applicant Firm:	
5	Name of client and Address: (indicate whether public or private)	
6	Name and telephone no. of client's representative	
7	Payment received by the Applicant. (in Rs. crore):	
8	Start date of the services (month/year):	
9	Finish date of the services (month/year):	
10	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, name and designation of the authorised signatory)		

Notes:

1. Use separate sheet for each Eligible Project.
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.

APPENDIX-I

Form-11

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 projects on which the Personnel has worked

- Name of project
- Description of Project
- Responsibilities handled

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1 I am willing to work on the Consultancy and I will be available for entire duration of the Consultancy assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

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

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Appointment of Consultant for Preparation of Infrastructure Projects
Pipeline

I/We,..... (Applicant's name) herewith enclose the Financial
Proposal for selection of my/our firm as Consultant for above.

I/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.

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.

APPENDIX-II
(See Clause 2.1.3)
Form-2
Financial Proposal

Item No.	Description	Amount (Rs.)
A	Cost of Consultancy (excluding taxes and duties)	
B	Taxes and Duties	
C	TOTAL (including taxes) (A+ B) In Indian Rupees(in figures) (in words)	

Note:

1. The financial evaluation shall be based on the above Financial Proposal. The total in Item C shall be the amount for purposes of evaluation.
2. No escalation on any account will be payable on the above amounts.
3. All other charges not shown here and all insurance premia are considered included in the Financial Proposal.
4. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

