

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE
CORPORATION LIMITED**

(A Govt. of Andhra Pradesh Undertaking)



**Expression of Interest
for
Empanelment of Technical Consultants
for
Preparation of Master Plans, DFRs, DPRs, for development of
Industrial Park in Andhra Pradesh**

May 2016

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)

Parisrama Bhavanam, 6th Floor, 5-9-58/B, Fateh Maidan Road, BasheerBagh, Hyderabad – 500004

DISCLAIMER

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

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

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

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

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

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

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

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

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EXPRESSION OF INTEREST

1. INTRODUCTION

1.1 Background

- 1.1.1 Andhra Pradesh is one of the most progressive forward-looking and advanced states in the country when it comes to infrastructure development and employment generation efforts. Andhra Pradesh Industrial Infrastructure Corporation Limited (the “**APIIC**”), fully owned by the GoAP, is vested with the objective of promotion of Industrial growth and development of Industrial Infrastructure in the state of Andhra Pradesh.
- 1.1.2 APIIC is known for creating landmark infrastructure projects in the state, which are fueling the economic growth in the state. APIIC has so far developed more than 150 industrial parks/estates and created land banks for the future industrial development.
- 1.1.3 Government of Andhra Pradesh (GoAP) in its endeavour of development of the industrial infrastructure in the state has identified various land parcels across the state for development of Industrial Parks.
- 1.1.4 In pursuance of the above, APIIC has decided to carry out the process for empanelment of qualified Technical Consultants for undertaking various technical consultancy assignments like preparation of Detailed Feasibility Reports, Detailed Project Reports, Master Planning, Detailed Designs and Cost Estimation, Project Management Consultancy, providing assistance in formulation of Special Purpose Vehicle (SPVs), preparing Final Application Documents, and handholding assistance for obtaining and utilizing Grant Funding available under relevant schemes of the Government of India. Technically Qualified Consultants would be empaneled with APIIC for a period of 2 years (further extendable by APIIC for an additional period of 1 year) during which empaneled consultants would be invited to submit financial quotations for performing the particular Scope of Works specified for each Industrial Park project. An indicative scope of work has been framed in the Terms of Reference specified at Schedule-1 (the “**TOR**”). However, the scope of work could vary from project to project. Project specific ToRs would be prepared by APIIC and communicated to the empaneled consultants as and when required.

1.2 Expression of Interest

- 1.2.1 APIIC invites Expression of Interest from interested firms (the “**Proposal**”) for selection of an Technical Consultant (the “**Consultant**”) who will be responsible for providing the required consulting services which broadly include preparation of Detailed Feasibility Reports, Detailed Project Reports, Master Planning, Detailed Designs and Cost Estimation, Project Management Consultancy, providing assistance in formulation of project specific Special Purpose Vehicle (SPVs), preparing Final Application Documents, and handholding assistance for obtaining and utilizing Grant Funding available under relevant schemes of the Government of India as and when required.
- 1.2.2 APIIC intends to select the Consultant through a transparent selection process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the empanelment process and the local conditions before submitting the Proposal by paying a visit to APIIC, sending written queries to APIIC by the date and time specified in Clause 1.8.

1.4 EOI Document Processing Fee

EOI document can be downloaded from the official website of APIIC (www.apiic.in) from 09-05-2016 onwards. The proposal should be accompanied with a **Non-Refundable Processing Fee of Rs 10,000/- (Rupees ten thousand only)**. The Processing Fee shall be in the form of a Demand Draft issued by one of the Nationalised/Scheduled Banks in India in favour of the Andhra Pradesh Industrial Infrastructure Corporation Limited payable at Hyderabad. Proposals without the aforesaid Processing Fee shall be summarily rejected.

1.5 Validity of the Proposal

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

1.6 Brief description of the Selection Process

A single stage selection process (the "Selection Process") will be followed in evaluating the Proposals comprising technical bids to be submitted in sealed envelopes. A technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. Short-listed applicants would be empaneled with APIIC and would be invited from time to time for submission of financial proposals for executing project specific scope of works.

1.7 Currency conversion rate and payment

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

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

1.8 Schedule of Selection Process

APIIC would endeavor to adhere to the following schedule:

S.No.	Event Description	Date
1	Last date for receiving queries/clarifications	18:00 hours on 23-05-2016
2	APIIC response to queries	31-05-2016
3	Proposal Due Date or PDD	15:00 hours on 15-06-2016
4	Opening of Proposals	15:30 hours on 15-06-2016
5	Issuance of Letter of Award for confirmation of Empanelment to the Qualified Applicants	Within 20 days of completion of evaluation of Proposals

1.9 Pre-Proposal visit and inspection of data and communications

Prospective applicants may visit APIIC office at Hyderabad or contact the nodal officer indicated below any time prior to PDD:

G. Nagabhushanam

Deputy General Manager (Engineering)

Phone No. : 8499876662

Fax No. : 040-23233251/23231459

Email : gnagabhushanam@apiic.in; gnagabhushanam@gmail.com

1.10 Submissions of Proposal

1.10.1 Submission of Proposal should be addressed to:

Chief Engineer – I / Chief Engineer II

Address : Andhra Pradesh Industrial Infrastructure Corporation Ltd.,
Parisrama Bhavanam, 4th Floor, 5-9-58/B,
Fateh Maidan Road, Basheer Bagh, Hyderabad – 500004

Phone No. : 040-23233126

Fax No. : 040-23233251, 040-23231459

Email : ce1@apiic.in

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

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

“EOI FOR EMPANELMENT OF TECHNICAL CONSULTANTS FOR PREPARATION OF MASTER PLANS, DFRs, DPRs, FOR INDUSTRIAL PARKS IN ANDHRA PRADESH to be opened on 15:30 hours on 15-06-2016”

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

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

In case of Consortiums, all members would be accountable for quality of their deliverables and services provided under this empanelment process. Further, the Lead Member of the consortium would be fully accountable for the overall project and quality of deliverables and services provided by the Consortium.

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

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the EOI. The Technical proposal shall be submitted in the forms at Appendix-I.

2.1.4 Key Personnel

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

1. Urban planner/ Urban design specialist cum Team Leader (the **“Team Leader”**)
2. Chief Architect
3. Market Analyst/ Industry Analyst Expert
4. Transport Planner / Traffic Engineer
5. Civil Engineer
6. Structural Engineer
7. Finance Expert
8. Environmental Specialist

2.2 Conditions of Eligibility of Applicants

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

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

(A) **Technical Capacity:** The Applicant should be a professional firm having a minimum of 5 (five) years of continuous existence as a legal entity as on 31st March, 2016. (Copy of Registration certificate should be enclosed). The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken at least 1 (one) Eligible Assignment **AND** at least 1 (one) Other Assignment as specified in Clause 2.2.3.

Each member of the consortium shall have, over the past 10 (ten) years preceding the PDD, undertaken at least 1 (one) Eligible Assignment **OR** at least 1 (one) Other Assignment as specified in Clause 2.2.3.

In case any one of the consortium members does not satisfy the technical capacity, the entire consortium would be declared ineligible and the proposal of the consortium will not be considered for further evaluation.

(B) **Financial Capacity:** The Applicant shall have received a minimum of **Rs. 20 crore** (Rs. Twenty Crore) per annum as professional fees during any of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients. In case of consortiums, financial capacity of all consortium members will be evaluated.

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

(D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility as specified below:

S. No.	Position	Educational Qualifications	Length of Professional Experience
1	Team Leader	Relevant Post Graduate Degree in Urban Planning / Civil Engineering / Environmental Engg. Sciences	More than 12 years
2	Chief Architect	Master’s Degree in Architecture	More than 08 years
3	Market Analyst/ Industry Analyst Expert	MBA or equivalent	More than 08 years
4	Transport Planner / Traffic Engineer	Relevant Post Graduate Degree in Traffic Engineering / Transportation Planning	More than 08 years

S. No.	Position	Educational Qualifications	Length of Professional Experience
5	Civil Engineer	B. Tech (Civil Engineering)	More than 05 years
6	Urban Planner	Relevant Post Graduate Degree in Urban Planning / Design	More than 05 years
7	Structural Engineer	M. Tech (Structures)	More than 05 years
8	Finance Expert	MBA/CA/CFA or equivalent	More than 08 years
9	Environmental Specialist	Relevant Post Graduate degree in Environmental Engineering / Planning	More than 05 years

2.2.3 Eligible Assignments and Other Assignment

- (A) For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this EOI, advisory/ consultancy assignments in respect of preparation of master plan and detailed project report (including detailed cost estimates of all the project components(like power, roads, water, sewage, CETPs etc.) for an industrial park / industrial estate / industrial project having an area of at least **200 (two hundred) acre** shall be deemed as eligible assignment (the “**Eligible Assignments**”).
- (B) For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this EOI, advisory/ consultancy assignments in respect of obtaining environment clearances for an industrial park / industrial estate / industrial project from the Ministry of Environment, Forest and Climate Change (MoEF), Government of India.

2.2.4 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past 3 (three) financial years (as per the format at Form-5 of Appendix-I) and the fee received in respect of each of the Eligible Assignments specified in the Proposal (as per the format at Form-7 of Appendix-I). In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.5 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant

2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

- 2.2.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.8 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.3.2 APIIC requires that the Consultant provides professional, objective, and impartial advice and at all times hold APIIC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of APIIC.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if

- the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
 - (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to APIIC for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (g) a firm which has been engaged by APIIC to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
 - (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

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

such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Team Leader, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for APIIC in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for APIIC in accordance with the rules of APIIC. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Team Leader of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Team Leader shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to APIIC as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP (Request for Proposal) applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. APIIC shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

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

2.5 Cost of Proposal

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

2.6 Visit to APIIC and verification of information

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

2.7 Acknowledgement by Applicant

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

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

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

2.8 Right to reject any or all Proposals

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

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

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

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

B. DOCUMENTS

2.9 Contents of the EOI

2.9.1 This EOI 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 Indicative Terms of Reference
- 2 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of the Applicant
- Form 6: Particulars of Key Personnel
- Form 7: Abstract of Eligible Assignments of the Applicant
- Form 8: Abstract of Eligible Assignments of Key Personnel
- Form 9: Eligible Assignments of Applicant
- Form 10: Eligible Assignments of Key Personnel
- Form 11: CVs of Professional Personnel
- Form 12: Proposal for Sub-consultant(s)

2.10 Clarifications

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

**"Queries/Request for Additional Information concerning
EOI for Empanelment of Technical Consultants for Preparation of Master Plans, DFRs, DPRs
for Industrial Park in Andhra Pradesh"**

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

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

2.11 Amendment of EOI

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

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

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and signing of Proposal

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

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

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

(a) by the proprietor, in case of a proprietary firm; or

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

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

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

2.14 Technical Proposal

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

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

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

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of APIIC for a period of 3 (three) years. The empanelment of the Applicant may also be liable to cancellation in such an event.
- 2.14.5 **No Financial Proposal is to be submitted by the Applicant for the Empanelment process.** The Technical Proposal shall not include any financial information relating to Financial Quotations of the Applicant.
- 2.14.6 The proposed team shall include experts and specialists (the **“Professional Personnel”**) in their respective areas of expertise and managerial/support staff (the **“Support Personnel”**) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Team Leader specified in Clause 2.1.4 shall be on the roles of the firm for a minimum period of 1 (one) year. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel should be submitted in the format at Form-11 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such sub-consultants should be submitted in Form-12 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 APIIC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the EOI. Any such verification or the lack of such verification by APIIC to undertake such verification shall not relieve the Applicant of its obligations or liabilities here under nor will it affect any rights of APIIC there under.
- 2.14.9 In case it is found during the evaluation or at any time during the period of empanelment before signing of an Agreement for Consultancy Works for any specific project 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 from the empanelment 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 EOI, be liable to be terminated, by a communication in writing by APIIC without APIIC being liable in any manner whatsoever to the Selected Applicant or Empaneled Consultant, as the case maybe.

2.15 Financial Proposal

- 2.15.1 Financial Proposals are not to be submitted by the Applicant for the empanelment process.

2.16 Submission of Proposal

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

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of APIIC, EOI Notice number, Consultancy name as indicated at Clause 1.10.1 and 1.10.3 and the name and address of the Applicant. It shall bear on top, the following:

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

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

2.16.3 The aforesaid outer envelope will contain a sealed envelope, clearly marked ‘Technical Proposal’. The envelope marked “Technical Proposal” shall contain the Processing Fee and the Application in the prescribed format (Form-1 of Appendix-I) along with Form-2 to Form-12 of Appendix-I and supporting documents.

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

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

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

2.17 Proposal Due Date

2.17.1 Proposal should be submitted on the PDD specified at Clause 1.8 at the address provided in Clause 1.10 in the manner and form as detailed in this EOI. A receipt thereof should be obtained from the person specified therein.

2.17.2 APIIC may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

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

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by APIIC prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked **“MODIFICATION”**, **“SUBSTITUTION”** or **“WITHDRAWAL”**, as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by APIIC, shall be disregarded.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 APIIC shall open the Proposals at 15:30 hours on the PDD, at the place specified in Clause 1.10.1 and in the presence of the Applicants who choose to attend. The envelopes marked **“Technical Proposal”** shall be opened.

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

2.21.3 Prior to evaluation of Proposals, APIIC will determine whether each Proposal is responsive to the requirements of the EOI. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the forms specified at Appendix-I;
- b) the Technical proposal is received in Hard Bound form as defined in Clause 2.16.1;
- c) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
- d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5;
- f) it is accompanied by Processing Fee;
- g) it contains all the information (complete in all respects) as requested in the EOI;
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

- 2.21.4 APIIC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by APIIC in respect of such Proposals.
- 2.21.5 APIIC shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section-3 of this EOI.
- 2.21.6 After the technical evaluation, APIIC shall prepare a list of Qualified Applicants in terms of Clause 3.2 for the empanelment. APIIC will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.
- 2.21.7 Applicants are advised that Selection shall be entirely at the discretion of APIIC. Applicants shall be deemed to have understood and agreed that APIIC shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on APIIC, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

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

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Proposals, APIIC may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by APIIC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, APIIC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of APIIC.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

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

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

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

2.25 Substitution of Key Personnel during implementation of the Agreement

2.25.1 APIIC expects the Key Personnel to be available during implementation of the Agreement. Post signing of the Agreement, APIIC will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of APIIC.

2.26 Indemnity

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

2.27 Award of Consultancy

After selection, a Letter of Award (the “LOA”) for the Confirmation of Empanelment shall be issued, in duplicate, by APIIC to the Qualified Applicants and the Qualified Applicants 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 Qualified Applicants is not received by the stipulated date, APIIC may, unless it consents to extension of time for submission thereof, cancel the LOA.

2.28 Execution of Project Specific Consultancy Agreements

After acknowledgement of the LOA as aforesaid by the Qualified Applicant, it shall execute a Consultancy Agreement for each project awarded to it during the period of empanelment. A draft of the Draft Consultancy Agreement shall be provided to the Applicants at the time of seeking Financial Proposals for project specific ToRs. The Selected Applicant shall not be entitled to seek any deviation in the Consultancy Agreement.

2.29 Commencement of Assignment

For each project awarded to it during the period of empanelment, the Consultant shall commence the Consultancy within seven days of the date of executing the Project Specific Agreement, or such other date as may be mutually agreed.

2.30 Proprietary data

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 The Technical Proposal will be evaluated on the basis of Applicant's experience, financial capacity and experience of Key Personnel and assigned scores as per Clause 3.1.3. Technical Proposals of Applicants who score 70 points or more out of 100 shall be qualified. Qualified Technical Consultants shall be empaneled with APIIC as per the process specified in this EOI.

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

S. No.	Criteria	Maximum Marks	Description	Scoring Criteria
1.	Relevant Experience of the Applicant	30	Number of Eligible Assignments and Other Assignments (as defined in Clause 2.2.3) undertaken over the past 10 (ten) years preceding the PDD	<ul style="list-style-type: none"> • 1 (one) Eligible / Other Assignments = 0 (zero) marks • 2 (two) Eligible / Other Assignments = 10 (ten) marks • 3 (three) Eligible/ Other Assignments = 20 (twenty) marks • 4 (four) or more Eligible/ Other Assignments = 30 (thirty) marks
2.	Relevant Experience of the Key Personnel	60		
2.a	Team Leader	10	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Team Leader / Project Director / Project Manager	<ul style="list-style-type: none"> • 2 (two) marks for each Eligible Assignment, upto a maximum of 10 (ten) marks
2.b	Chief Architect	10	He/she should have been involved in design of Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Architect.	<ul style="list-style-type: none"> • 2 (two) marks for each Eligible Assignment, upto a maximum of 10 (ten) marks
2.c	Market Analyst/ Industry Analyst Expert	5	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] for conducting real estate studies /	<ul style="list-style-type: none"> • 1 (One) marks for each Eligible Assignment, upto a maximum of 5 (five) marks

S. No.	Criteria	Maximum Marks	Description	Scoring Criteria
			market assessment / demand assessment.	
2.d	Transport Planner / Traffic Engineer	5	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Transport Planner / Traffic Engineer.	<ul style="list-style-type: none"> • 1 (one) mark for each Eligible Assignment, upto a maximum of 5 (five) marks
2.e	Civil Engineer	5	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Civil Engineer for providing services on Infrastructure Planning such as water supply, sewerage, solid waste, roads, electricity, etc.	<ul style="list-style-type: none"> • 1 (one) mark for each Eligible Assignment, upto a maximum of 5 (five) marks
2.f	Urban Planner	5	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Urban Planner for providing services on infrastructure designing.	<ul style="list-style-type: none"> • 1 (one) mark for each Eligible Assignment, upto a maximum of 5 (five) marks
2.g	Structural Engineer	5	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] in the capacity of Structural Engineer for providing services on infrastructure designing.	<ul style="list-style-type: none"> • 1 (one) mark for each Eligible Assignment, upto a maximum of 5 (five) marks
2.h	Finance Expert	5	He/she should have been involved in Eligible Assignments [as defined in Clause 2.2.3] for conducting financial modelling / financial feasibility analysis.	<ul style="list-style-type: none"> • 1 (one) mark for each Eligible Assignment, upto a maximum of 5 (five) marks
2.i	Environmental Specialist	10	He/she should have been involved in Other Assignments [as defined in Clause 2.2.3] in the capacity of Environmental Planner / Specialist.	<ul style="list-style-type: none"> • 2 (two) marks for each Other Assignment, upto a maximum of 10 (ten) marks
3.	Financial Capacity	10	Average of professional fees received in past three years as defined in the Clause 2.2.2 (D) For the avoidance of doubt,	<ul style="list-style-type: none"> • 5 (five) marks for average professional fees above INR 20 Crores per annum.

S. No.	Criteria	Maximum Marks	Description	Scoring Criteria
			professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.	<ul style="list-style-type: none"> • 10 (ten) marks for average professional fees above INR 50 Crores per annum.
	Grand Total	100		

3.2 Short-listing of Applicants

The Applicants who have scored above 70 marks as aforesaid, shall be Qualified and short-listed for empanelment. However, if the number of such Qualified Applicants is less than 3 (three), APIIC may, in its sole discretion, Qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2.

In case of consortiums that are empaneled with APIIC, no change in consortium members are permitted for the duration of this empanelment. For the purposes of clarity, a member of an empaneled consortium may not participate or submit any financial proposals sought for Project Specific Scope of Works issued in this empanelment process, as a consortium member of any other applicant or consortium other than the original consortium that has been selected for empanelment.

3.3 Allocation of projects

3.3.1 For the allocation of projects amongst the Empaneled Technical Consultants, project specific Terms of Reference (ToR) shall be prepared by APIIC for each project and shared with the Empaneled Technical Consultants as and when required. Technical Consultants empaneled with APIIC would be invited to submit their financial proposals for each project. APIIC shall carryout a Cost Based Selection (CBS) i.e. the Empaneled Technical Consultant quoting the lowest financial quote will be selected for the project. **No Financial Proposals are expected at this stage of empanelment.**

3.3.2 Fees will be released as per the payment schedule defined in the project specific ToR in INR only.

3.3.3 For financial evaluation, the total cost indicated in the Financial Proposal (excluding Service Tax) will be considered. APIIC will determine whether the Financial Proposals are complete, unqualified and unconditional.

3.3.4 Notwithstanding anything contained in this EOI, Applicants are informed that APIIC reserves **the right to limit the number of simultaneous projects being undertaken by a single consultant empaneled under this process to a maximum of 2 (two) simultaneous projects.**

In case an empaneled consultant undertaking 2 (two) simultaneous projects has submitted a financial proposal for a third simultaneous project in response to a project specific ToR issued by APIIC to the empaneled technical consultants, then such financial proposal bid may be deemed non responsive and would be summarily rejected by APIIC.

In the interest of explicit clarity, it is stated that simultaneous projects would mean projects of APIIC for which a project specific ToR was issued and the technical consultant was selected, where the selected consultant is undertaking consultancy works and is yet to achieve the submission and approval of final set of deliverables and receive payments from APIIC for the final milestone as specified in the Project Specific ToR and Consultancy Agreement for the projects.

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 EOI, APIIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **“Prohibited Practices”**) in the Selection Process.
- 4.2 Without prejudice to the rights of APIIC under Clause 4.1 hereinabove and the rights and remedies which APIIC may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by APIIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or EOI issued by APIIC during a period of 3 (three) years from the date such Applicant or Consultant, as the case may be, is found by APIIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of APIIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of APIIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of APIIC in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by APIIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

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

SCHEDULES

SCHEDULE-1: Indicative Terms of Reference (TOR)

(See Clause 1.1.2 of EOI)

(The terms of reference produced below are indicative in nature for empanelment purposes and Final Terms of Reference for specific projects would be shared with the Technical Consultants empaneled with APIIC as and when required.)

1. General

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

Government of Andhra Pradesh (GoAP) in its endeavour of development of the industrial infrastructure in the state has identified area to an extent of ___ acres at ___ (___ District, Andhra Pradesh) for development of a ___ Industrial Cluster.

The APIIC now seeks the expertise of a qualified Technical Consultant from the list of technical consultants empaneled with APIIC for undertaking the Scope of Work mentioned here under.

2. Indicative Scope of Work

The scope of work for the Consultant is to undertake _____

 _____ for developing the proposed _____
 _____ at _____. The detailed scope of services covered under this assignment is as below:

A. Preparation of Detailed Feasibility Report / Detailed Project Report

- **Field visit** to understand the site location and local conditions
- **Detailed Site Analysis**
 The Consultant shall undertake detailed site analysis covering connectivity aspects, existing land use, surrounding developments, review of development controls (Bye-laws) and zoning regulations, environmental aspects and SWOT analysis. The existing infrastructure facilities including water supply, power supply and waste management shall also be studied.
- **Conducting Field Surveys and Investigations** (Topographical and Geotechnical)
 Land Surveys and soil investigations of the site are the key exercises to be undertaken by the Consultant.

- **Topographical Surveys:** This shall cover detailed boundary survey (including fixing of boundaries) for the measurement of actual site extent, contour survey for mapping the existing ground levels and prepare contour map with an interval of at least 1 (one) meter and mapping of all existing site features (natural and manmade). After conducting the Boundary Survey, the consultant shall also assist APIIC while fixing up the boundary stones.
- **Geotechnical/Soil Investigations:** This shall cover drilling of standard geotechnical boreholes (150 mm nominal diameter) in the site using rotary drilling equipment [number of boreholes shall be 1 (one) per every 100 (hundred) acres] and drilling in soil up to 10 (ten) meter or refusal stratum (SPT “N”>100) or 2 (two) meter in rock stratum, performing Standard Penetration Test at 1.5 meter depth intervals, collection of disturbed/undisturbed samples and conduct necessary laboratory tests/analysis on soil samples for engineering parameters (type/nature of soil, grain size distribution, Atterberg’s limits, etc.) and calculation of Soil Bearing Capacity and recommendation of Safer Bearing Capacity (SBC) for the proposed development.
- **Market Study and Demand Assessment**

The market potential for the proposed project shall be assessed by studying the available data and economic status of the project area, the future developments proposed in the vicinity of the project area, the average space profiles for the respective industries that are likely to invest in the region. Existing industrial base and process shall be identified and studied along with the natural resource potential of the region. Factors affecting the industrial development in and around the proposed region shall also be identified and the target industries shall be identified along with associated service sectors.
- **Finalizing the Product Mix**

The total space requirement for each industry and its supporting infrastructure and amenities in the project shall be allocated in line with its market potential and the expected share that it can capture given its competitive advantage at the location.
- **Assessment of common and utility infrastructure** based on the proposed product category/product mix.
- **Master / Layout Planning** based on the Product Mix arrived through demand assessment
 - This exercise shall take into consideration the existing site conditions including connectivity, terrain, surrounding land use, natural features that can be retained/integrated into the master plan, etc.
 - The concept of the project shall be prepared that will be based on the requirements of APIIC and the vision/objectives for the development of the project. A zoning plan giving the sub divisions of the site into different zones/areas based on the type of industries shall be prepared. The area allocation for the industries will be based on the inputs from market and

demand assessment study as well as APIIC's requirements. Based on zoning plan, a master plan layout (along with phasing, if required) shall be developed.

- The master plan layout shall be finalized in consultation with APIIC.

- **Infrastructure Assessment (Internal/External)** – Road network, water supply, power supply, waste water management, solid waste management, common and social infrastructure, etc. The Consultant shall assess the connectivity needs and propose the measures to improve the connectivity of the project site for the proposed project.

- **Detailed Design and Cost estimation for Infrastructure Development (Internal and External Infrastructure)**

The consultant shall prepare detailed working drawings, designs, bill of quantities and cost estimates for various elements including roads, water supply system, power supply system, storm water drains, waste water management, common and social infrastructure, standard design factory (SDF) buildings, etc. The Consultant shall prepare complete working details, schedules, specifications and bill of quantities and analysis of rates as per APSSR and AP Standard Data for the purpose of sanctions and tendering the works.

- **Investment Projections and Employment Potential**

Based on the market assessment and demand potential, the likely investments from the proposed project shall be estimated. The employment potential from the project shall also be estimated. The phasing of investment projections and employment potential shall be shown as per the development phasing of the industrial units in the project.

- **Preparation of Detailed Project Report and Application Documents**

Based on the above tasks, detailed project report and Final Application documents shall be prepared for further submission to relevant departments / ministries of GoI for approval and grant funding. The Consultant will be required to undertake investigations upon the following parameters and incorporate the same in the Final Detailed Project Report and Application Document:

- i. **Context/background** : This section should provide a brief description of the sector/ sub-sector, the national priority, strategy and policy framework as well as a brief description of the existing situation.
- ii. **Project Objectives**: This section should indicate the Development Objectives proposed to be achieved, ranked in order of importance. The deliverables/ outputs for each Development Objective should be spelt out clearly. This section should also provide a general description of the project.
- iii. **Target Beneficiaries**: There should be clear identification of target beneficiaries. Stakeholder analysis should be undertaken, including consultation with stakeholders at the time of project formulation. Options regarding cost sharing and beneficiary participation should be explored and

- incorporated in the project. Details of units which benefitting should be provided.
- iv. **Project Components:** This section should present a detailed description of project components like activities under basic development like boundary wall, essential services like water treatment plant etc. with details regarding utilization of available area in processing/non-processing activities.
 - v. **Details Regarding Supporting Infrastructure:** This section should provide details regarding source of water, electricity, information on proximity to national highway, port, rail, road, etc. Information regarding availability of training, testing, warehousing facilities for components should be provided.
 - vi. **Environmental impact assessment:** Environmental impact assessment should be undertaken, wherever required and measures identified to mitigate adverse impact, if any. Issues relating to land acquisition, diversion of forest land, rehabilitation and resettlement should be addressed in this section
 - vii. **On-going initiatives:** This section should provide a description of ongoing initiatives and the manner in which duplication will be avoided and synergy created through the proposed project.
 - viii. **Management arrangements:** Responsibilities of different agencies for project management and implementation should be elaborated. The organization structure at various levels as well as monitoring and coordination arrangements should be spelt out.
 - ix. **Means of Finance and Project Budget:** This section should provide details on means of finance, evaluation of options, project budget, cost estimates and phasing of expenditure. This section should be prepared based on legally binding commitments from equity and debt holders participating in the project.
 - x. **Time Frame:** This section should indicate the proposed 'Zero' date for commencement and also provide a PERT/CPM chart, wherever relevant, covering detailed program and milestones in MSP. Concrete timelines should be provided.
 - xi. **Risk analysis:** This section should focus on identification and assessment of project risks and how these are proposed to be mitigated. Risk analysis could include legal/contractual risks, environmental risks, revenue risks, project management risks, regulatory risks, etc.
 - xii. **Financial and economic analysis:** Financial and economic analysis of the project has to be undertaken where the financial returns are quantifiable. The following details should be provided
 - a. Working capital and margin money (proposed capacity utilization year wise for 10 years)
 - b. Cash flow statement (projections for 10 years)
 - c. Balance sheet & P/L account (projection for 10 years)
 - d. Break-Even (BE) Analysis / Break-Even Point, internal rate of return (IRR) calculations
 - e. Payback period

- xiii. **Sustainability:** Issues relating to sustainability, including stakeholder commitment, operation and maintenance of assets after project completion, and other related issues should be addressed in this section.

- **Obtaining Environmental Clearance**

On behalf of APIIC, the Consultant shall obtain the 'Environmental Clearance' (EC) and 'Consent For Establishment' (CFE) thereon as per the EIA Notification 2006 and its subsequent amendments. The Consultant shall render the complete services as specified by MOEF from time to time so that the objective of obtaining EC and CFE for the proposed project is achieved. The Consultant shall carryout Site Screening, Pre-feasibility Report Environmental Impact Assessment (EIA) and Environmental Management Plan (EMP) studies etc needed for obtaining EC and CFE for the proposed project from the competent authority.

B. Follow up for Approvals and Assistance in Formation of SPV

- **Facilitation while obtaining approvals from relevant department/ministry, GoI and funding assistance**

The Consultant shall provide all necessary assistance to APIIC while obtaining the approvals from relevant department/ministry, GoI successfully on the project proposal. Such assistance shall include but not limited to the following:

- Preparation of necessary documents, reports and applications to obtain the Final Approval for the project under the relevant scheme of GoI;
- Constant follow-ups with the respective evaluation committees/agencies in GoI;
- Providing replies in response to the queries and clarifications sought by GoI, etc

- **Assistance to APIIC while formulation of SPV for the development of the proposed project**

The Consultant shall assist APIIC while formulation of SPV for the development of the proposed project as per guidelines issued by GoI. Such SPV shall be responsible for implementation and management of the proposed project. Assistance in formulation of SPV shall include but not limited to the following:

- structuring of the SPV;
- assistance in incorporation of SPV;
- assistance in drafting the role & responsibilities of the SPV, main objects of the proposed SPV;
- assistance in drafting the shareholders' agreement, memorandum and articles of association of the SPV;
- assistance in taking relevant approvals from GoI, including any relevant procurement and filing of forms, etc

3. Scope not exhaustive

The scope of services specified in the Section-2 of this TOR are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to design and develop the project concept and finalize the master plan and cost estimates for the Project.

4. Indicative Deliverable Timelines and Indicative Payment Schedule

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

Milestone	Deliverable	Timeline (from Effective Date)	Payment Terms (%age of the agreed Fee)
M1	Draft Feasibility Report with Master Plan including Site Analysis Report, Topographic Survey Report, and Market Study & Demand Assessment Report	3 (Three) Weeks	10%
M2	Final Feasibility Report with Master Plan incorporating comments received from APIIC	1 (One) Week after approval of Draft	10%
M3	Geo-technical Soil Investigation Report and Conceptual Building Plans and GAD for all the infrastructure elements provided in the Master Plan approved by APIIC. Submission of Form-1 for Environmental Clearance.	4 (Four) Weeks	10%
M4	Draft Detailed Project Report with detailed working drawings, designs, bill of quantities and cost estimates for all the infrastructure elements provided in the Master Plan approved by APIIC.	1 (One) Month	10%
M5	Final DPR incorporating the comments on APIIC costs, Viability Analysis and an Implementation Strategy Report	2 (Two) Weeks after approval of draft DPR	20%
M6	Final Approval by APIIC / GoI	-	20%
M7	Obtaining of Environmental Clearance and Consent to Establish	-	10%
M8	Completion of Construction / Release of last installment of GoI Grant if Applicable	-	10%

Timelines mentioned above are indicative. However, exact timelines based on the Terms of Reference (TOR) document for specific projects will be indicated while inviting the financial proposals for each project.

5. Reporting

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

6. Data to be made available by the Authority

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

7. Meetings

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

8. Completion of Services

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

SCHEDULE-2: Guidance Note on Conflict of Interest

(See Clause 2.3.3 of EOI)

- 1 This Note further explains and illustrates the provisions of Clause 2.3 of the EOI and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between APIIC and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from APIIC which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for APIIC.
 - (iii) Potential consultant should not have recently worked for APIIC overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project.

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

- 4 The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of APIIC. All conflicts must be declared as and when the consultants become aware of them.

- 5 Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a

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

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of APIIC but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to APIIC at the earliest. Officials of APIIC involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited,
Parisrama Bhavanam, 6th Floor,
5-9-58/B, Fateh Maidan Road,
Basheer Bagh, Hyderabad – 500004

Sub: Empanelment of Technical Consultants for Preparation of Master Plans, Detailed Project Reports, Detailed Designs and Cost Estimation for various Industrial Park projects across Andhra Pradesh

Ref: EOI No. _____ Dated _____

Dear Sir,

1. With reference to your EOI cited, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Empanelment of Technical Consultants for Preparation of Master Plans, Detailed Feasibility Reports, Detailed Project Reports, Detailed Designs and Cost Estimation for various Industrial Park projects across Andhra Pradesh. The proposal is unconditional and unqualified.
2. We acknowledge that the APIIC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for Empanelment of the Technical Consultants, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of Empanelment of Technical Consultants for Preparation of Master Plans, Detailed Feasibility Reports, Detailed Project Reports, Detailed Designs and Cost Estimation for various Industrial Park projects across Andhra Pradesh.
4. We shall make available to the APIIC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of the APIIC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:

- (a) We have examined and have no reservations to the EOI Documents, including any Addendum issued by the APIIC;
 - (b) We do not have any conflict of interest in accordance with Clause 2.3 of the EOI Document;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with the APIIC or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that APIIC may cancel the Empanelment Process at any time and that APIIC is neither bound to accept any Proposal that APIIC may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the EOI document.
 9. We declare that we are not a member of any other Consortium applying for the empanelment process.
 10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the APIIC in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 14. We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
 15. We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the EOI.
 16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
 17. In the event of our firm being selected as the Consultant, we agree to enter into an Agreement for the project in accordance with terms specified in this EOI.
 18. In the event of our firm being selected as the Consultant, we agree and undertake to provide the consultancy services in accordance with the provisions of the EOI.
 19. We have studied EOI and all other documents carefully. We understand that except to the extent as expressly set forth in an Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the APIIC or in respect of any matter arising out of or concerning or relating to the Selection Process.
 20. This Technical Proposal shall constitute the Application which shall be binding on us.

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

Form 2: Particulars of the Applicant

1.1	Title of Consultancy: Empanelment of Technical Consultants for Preparation of Master Plans, Detailed Project Reports, Detailed Designs and Cost Estimation for various Industrial Park projects across Andhra Pradesh	
1.2	Title of Project: Empanelment of Technical Consultants for Preparation of Master Plans, Detailed Project Reports, Detailed Designs and Cost Estimation for various Industrial Park projects across Andhra Pradesh	
1.3	State whether applying as Sole Firm or Lead Member of a consortium:	
1.4	<p>State the following:</p> <p>Name of Firm :</p> <p>Legal status :</p> <p>Country of incorporation :</p> <p>Registered address :</p> <p>Year of Incorporation :</p> <p>Year of commencement of business :</p> <p>Principal place of business :</p> <p>Name, designation, address and phone numbers of Authorized Signatory of the Applicant:</p> <p>Name :</p> <p>Designation :</p> <p>Company :</p> <p>Address :</p> <p>Phone No. :</p> <p>Fax No. :</p> <p>E-mail address :</p>	
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:	
	(i) Name of Firm:	
	(ii) Legal Status and country of incorporation:	
	(iii) Registered address and principal place of business:	
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:	

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

Form 3: Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant and all consortium members)

(Date and Reference)

To,

Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited,
Parisrama Bhavanam, 6th Floor,
5-9-58/B, Fateh Maidan Road,
Basheer Bagh, Hyderabad – 500004

Sub: Empanelment of Technical Consultants for Preparation of Master Plans, Detailed Project Reports, Detailed Designs and Cost Estimation for various Industrial Park projects across Andhra Pradesh

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

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

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

**Please strike out whichever is not applicable*

Form 4: Power of Attorney

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

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

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2015

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

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

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

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

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

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

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

Certificate from the Statutory Auditor⁵

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

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

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

Form 6: Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Team Leader						
2	Chief Architect						
3	Market Analyst/ Industry Analyst Expert						
4	Transport Planner / Traffic Engineer						
5	Civil Engineer						
6	Urban Planner						
7	Structural Engineer						
8	Finance Expert						
9	Environmental Specialist						

#Refer Form-8 of Appendix-I Eligible Assignments of Key Personnel

Form 7: Abstract of Eligible Assignments and Other Assignments of the Applicant*(Refer Clause 2.2.2(A) and Clause 3.1 of EOI)*

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

Certificate from the Statutory Auditor[§]

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

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

[#] The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

^{##} Exchange rate should be taken as Rs. 60 per US \$ for conversion to Rupees.

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

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

^{*} The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-9 of Appendix-I.

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

Form 8: Abstract of Eligible Assignments of Key Personnel

(Refer Clause 3.1 of EOI)

Name of Key Personnel:®

Designation:

S. No.	Name of Project	Name of Client	Project Area (in Acre)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man-days spent on the assignment
(1)*	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							

® Use separate Form for each Key Personnel.

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

Form 9: Eligible Assignments and Other Assignments of Applicant

(Refer Clause 2.2.2(A) and Clause 3.1 of EOI)

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

Notes:

- Use separate sheet for each Eligible Assignment and/or Other Assignment. The documentary evidence in support of the information furnished for Eligible Assignment and Other Assignment should be submitted by the Applicant*
 - Exchange rate should be taken as Rs.60 per US \$ for converting to Rupees.*
- [£] *In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state either "Above Rs. 5 (five) lakh" or "Below Rs. 5 (five) lakh" in respect of a particular project.*

Form 10: Eligible Assignments of Key Personnel*(Refer Clause 3.1 of EOI)*

Name of Key Personnel	
Designation of the Key Personnel	
Name of the Project	
Project Area (in Acre)	
Name of the Consulting Firm where Employed	
Description of services performed by the Key Personnel (including designation)	
Name of Client and Address (indicate whether public or private)	
Name, telephone no. and fax no. of the client representative	
Estimated capital cost of Project excluding land (in Rs Crore):	
Start date and finish date of the services (month/year):	
Brief Description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs.60 per US \$ for converting to Rupees.

Form 11: CVs of Professional Personnel

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

Assignment Name, Brief Description and Project Area (in Acre)	Description of Responsibilities

Certification:

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

(Signature and name of the Professional Personnel)

Place.....

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

Notes:

1. Use separate form for each Professional Personnel.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm.