



REQUEST FOR PROPOSAL

FOR SELECTION OF CONSULTANCY FIRM

FOR

IMPLEMENTATION OF THE REFORMS UNDER BUSINESS REFORM ACTION PLAN AND CONTINUED PROGRAM MANAGEMENT SUPPORT TO APIIC ON RETAINERSHIP BASIS

(Proposal Due date – FEBRUARY 10, 2017)

Mode of Selection: Quality and Cost Based Selection (QCBS)

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)

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

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)

REQUEST FOR PROPOSAL DOCUMENT

1	Name of the consultancy assignment	Implementation of reforms under business reform action plan and continued program management support to APIIC on retainership basis
2	Last date & time for submission of Proposal (Proposal Due Date) (PDD)	10:00 AM ON FEBRUARY 10, 2017
3	Date & time for opening of Part I Pre-qualification and Technical Proposal	11:00 AM ON FEBRUARY 10, 2017, followed by presentation by the bidders
4	Date and Time of opening of Part II Financial proposal	04:00 PM ON FEBRUARY 10, 2017
5	Proposal Processing Fee (Non Refundable)	Rs. 20,000/- (Twenty Thousand Only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of the <APIIC> payable at <Vijayawada>.
6	Earnest Money Deposit (Refundable)	Rs. 25, 00, 000/- (Twenty Five lakh) in the form of a Bank Guarantee issued by one of the Nationalized/ Scheduled Banks in India in favour of the <APIIC> payable at <Vijayawada>. This will be returned after 3 months of start of the engagement for the successful bidder. For the unsuccessful bidder, it will be returned post issue of the Work Order to the successful bidder.

Note: Validity of Proposal shall be 45 days from the Proposal Due Date

DISCLAIMER

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not support to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

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

Time and Quality is of essence. The Authority reserves the right to go ahead with the bid in case of single bidder. It is also not bound to accept the lowest financial offer and may negotiate with the most technically qualified bidder.

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 the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Applicant and the Authority 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 in submission of the Proposal, regardless of the conduct or outcome of the selection process.

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1 Introduction

1.1 Background

- 1.1.1 New State of Andhra Pradesh envisions itself to be a globally competitive State and accordingly has embarked on the journey to become the economic engine of the country and emerge as leading global destination by 2050. In a very short period after bifurcation, Government of Andhra Pradesh has made an impact through its investor-friendly initiatives. The state has been ranked as the National Leader in the DIPP-World Bank's Business Reforms Action Plan 2016, an improvement from the 2nd rank in the year 2015.
- 1.1.2 Andhra Pradesh is committed to strengthening and maintaining a conducive business environment for starting and operating a business in the State. Accordingly, bids are invited from eligible applicants to assist in ***“Implementation of the reforms under business reform action plan and continued program management support to APIIC on retainership basis”***.
- 1.1.3 Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) is vested with the responsibility of selecting a suitable agency for this purpose. Through this RFP, APIIC intends to select and appoint an inhouse Consultant for an initial contract period of 24 (twenty four) months (the “Consultancy Period”) and further extendible thereafter subject to the mutual agreement of the Consultant and APIIC. For expansion of the rates beyond 2 years, APIIC will provide a 10% increase in rates per annum.
- 1.1.4 The Consultant will provide the services to APIIC in accordance with the Terms of Reference specified at Schedule-1 (the “TOR”). The scope of work can be expanded/decreased for work for APIIC or the Department of Industries (DoI) or other departments of the Government of Andhra Pradesh (desirous of seeking support of APIIC/DoI) with consequent increase or decrease in number of resources as per the rates discovered in this bid.

1.2 Request for Proposal

- 1.2.1 APIIC invites proposals from interested firms (the “Proposals”) for selection of an advisor (the “Consultant”) who will be responsible for providing the required consulting services which broadly include (i) Supporting the Government of Andhra Pradesh on initiatives related to the Ease of Doing Business Assessment under DIPP-World Bank study for 2017, (ii) Strengthening Single Window Mechanism (Single Desk Portal and State Single Desk Bureau) in Andhra Pradesh, (iii) guidance and implementation monitoring of additional functionalities on Single Desk Portal including sector specific approvals, (iv) Review and enhance User Experience on Single Desk Portal (v) Investor communication and outreach, (vi) Benchmarking international best practices in ‘Doing Business’ and proposing to Department of Industries the replicable processes and systems, (vii)

Monitoring and evaluation of ease of doing business reforms implemented by DICs (District Industries Centers), (viii) overall investment promotion; and (ix) any incidental work thereto (collectively the “Consultancy”).

1.2.2 APIIC intends to select the Consultant through a bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to APIIC and sending written queries to APIIC by the date and time specified in Clause 1.7.

1.4 Validity of the Proposal

The Proposal shall be valid for a period of not less than 45 days from the Proposal Due Date (the “PDD”).

1.5 Brief description of the Selection Process

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

1.6 Currency for payment

1.6.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.7 Schedule of Selection Process

APIIC would endeavor to adhere to the following schedule:

S.No	Event	Date & Time
1.	Proposal Due Date or PDD	February 10, 2017
2.	Opening of Technical Proposals	February 10, 2017

3.	Opening of Financial Proposals	February 10, 2017
4.	Issuance of Letter of Award (LOA)	February 13, 2017
5.	Start of Engagement Time is of essence. Bidder is to ensure that the proposed team is immediately deployed as per engagement start date	February 15, 2017
6.	Location	All full-time resources shall be stationed in Vijayawada

1.8 Communications

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

G Nagabhushanam, DGM (Engineering)

Address: APIIC Limited, 59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club road, Teachers Colony, Vijayawada-520008

Phone No.: 9505015007

Fax No. : 040-23233251

Email: gnagabhushanam@gmail.com

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

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

RFP FOR SELECTION OF CONSULTANT FOR IMPLEMENTATION OF REFORMS UNDER BUSINESS REFORM ACTION PLAN AND CONTINUED PROGRAM MANAGEMENT SUPPORT TO APIIC ON RETAINERSHIP BASIS

2 Instructions to the Applicants

A. General

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. Any firm / company that has necessary requisite experience and capabilities required for undertaking this assignment, can participate in the Selection Process (the “Applicant”) in response to this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by APIIC through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that APIIC’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the forms at **Appendix-I** and the Financial Proposal shall be submitted in the form at **Appendix-II**.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the pre-qualification criteria (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the pre-qualification criteria will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following the **pre-qualification** criteria:
- i. Consulting Agency/ Bidder should be a registered firm/company/partnership with atleast 05 years of presence in India.
 - ii. Consulting Agency/ Bidder should not be black-listed by any Central / State Government / Public Sector undertaking in India.
 - iii. Consulting Agency must have consulting services revenue of Rs. 100 crore and above in the last three financial years (2014-15, 2015-16 and 2016-17). This should exclude any sale/supply of equipment/product/software, etc (A certificate from Chartered Accountant should be submitted).

- iv. The Consulting Agency should have at least 3 project experience (Completed) of minimum related to World Bank ease of doing business for central / state department in India in last 2 years.

2.2.3 **Conditions of Eligibility for Key Personnel:** The Consultant’s team (the “Consultancy Team”) shall consist of the following Key Personnel (the “Key Personnel”) who must fulfill the Conditions of Eligibility as specified below:

S.No	Position	Minimum eligibility requirements
1.	Project Director (Part-time) 2 days a Month	<ul style="list-style-type: none"> • Educational Qualification – Engineer + MBA • Length of Professional Experience - at least 20 (twenty) years. • Should have at international experience of Supporting government transformation in atleast 5 countries • Should have been involved in the capacity of Project Director on advisory assignments for ease of doing business and investment promotion in the country. At least 5 (five) such projects undertaken in last 2 (two) years preceding the PDD.
2.	Project Lead (Part-time) 7 days a month	<ul style="list-style-type: none"> • Educational Qualification – B.E+ MBA • Length of Professional Experience - at least 12 (Twelve) years. • Should have been involved in the capacity of Project Lead on advisory assignments for ease of doing business and investment promotion in the country. • Should have been involved in the capacity of Project Lead on advisory assignments related to investment promotion across multiple sectors in the region. Atleast 2 (two) such projects undertaken in last 2 (two) years. • Local Experience in the region is preferred • Familiarity with the local language is preferred.
3.	Project Manager (Full-time)	<ul style="list-style-type: none"> • Educational Qualification –B.E+ MBA • Length of Professional Experience - at least 10 (Ten) years of experience in Government advisory assignments. • Should have experience on advisory assignments involving business process reengineering, project management and vendor management. • Should have worked on atleast one government advisory project involving BPR, IT Project Management and Program Management Unit in the region.

S.No	Position	Minimum eligibility requirements
		<ul style="list-style-type: none"> Should be familiar with the Government functioning in the region. Familiarity with the local language is preferred.
4.	Consultants – Four (4) (Full-time)	<ul style="list-style-type: none"> Educational Qualification - Full-time MBA from a leading institute in the country Length of Professional Experience - at least 5 (five) years Should have been involved in government advisory assignments. At least 3 (three) such projects undertaken in past 5 (five) years preceding the PDD. Experience in the region is preferred
5.	Analyst – Two (2) (Full-time) for stakeholder coordination and other project support	<ul style="list-style-type: none"> Educational Qualification - Full-time MBA from a leading institute in the country Length of Professional Experience - at least 2 (two) years Should have been involved in government advisory assignments. At least 1 (one) such projects undertaken in past 2 (two) years preceding the PDD.

- 2.2.4 All full-time resources shall be stationed in Vijayawada for the contract duration. Resources shall be ready to travel as required in the project. No Out of Pocket payment will be made for deployment in Vijayawada. All other expenses required for travel outside Vijayawada will be on actuals and billed on a Monthly Basis.
- 2.2.5 The Applicant shall enclose with its Proposal, copy of audited Balance Sheet and Profit & Loss Statement stating its total revenues from operation during each of the last 3 (three) financial years i.e. 2013-14, 2014-15 and 2015-16 (as per the format in Appendix-I).
- 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/relevant 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 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. the Applicant or its Associates (or any constituent thereof) and any other Applicant, or its 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 or its 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 or its Associate, as the case may be) in the other Applicant or its 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(i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Applicant is also a constituent of another Applicant; or

- iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- vi. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and 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
- vii. 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 Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

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 Consultancy, 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, its Associates, affiliates and the Project Director, shall be disqualified from subsequently providing goods or works or services arising out from this Consultancy and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by other Departments during this 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.

- 2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for any project arising out from this Consultancy, 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 such 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, 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.

2.5 Cost of Proposal

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

2.6 Visit to APIIC and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of APIIC and ascertaining for themselves the availability of any relevant 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:
- i. made a complete and careful examination of the RFP;
 - ii. received all relevant information requested from APIIC;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of APIIC as per Clause 2.6;
 - iv. 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;

- v. acknowledged that it does not have a Conflict of Interest; and
- vi. agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

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

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

- i. at any time, a material misrepresentation is made or discovered, or
- ii. 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 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. General

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.12:

Request for Proposal

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

Schedules

1. Schedule 1 - Terms of Reference

Appendices

1. Appendix-I: Technical Proposal
 - a. Earnest Money Deposit
 - b. FORM 1 - Letter of Technical Proposal Submission
 - c. FORM 2 – Format for Pre-Qualification Proposal
 - d. FORM 3 – About the Applicant
 - e. FORM 4 – Profiles of Key Personnel
 - f. FORM 5 – Relevant Experience of the Applicant
 - g. FORM 6 – Approach and Methodology
2. Appendix-II: Financial Proposal

2.10 Clarifications

Applicants requiring any clarification on the RFP may send their queries to APIIC in writing (email) before 5 days of the PDD mentioned in the Schedule of Selection Process at Clause 1.7. APIIC shall endeavour to respond to all queries before 3 days of the submission date. TAPIIC will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.1 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 Pre-Bid Meeting

No Pre-Bid Meeting is proposed, queries to the tender may be sought in writing as provided above.

2.12 Amendment of RFP

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

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

2.12.3 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

2.13 Language

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

2.14 Format and signing of Proposal

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

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

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 initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

2.14.3 Applicants should note the PDD, as specified in Clause 1.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by APIIC, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.15 Earnest Money Deposit

2.15.1 An Earnest Money and Performance Deposit (EMD) in the form of a Bank Guarantee, from a scheduled Indian Bank in favour of APIIC, payable at Vijayawada, for the sum of Rs 25,00,000/- (Rupees twenty Five Lakhs Only) shall be required to be submitted by each Applicant.

2.15.2 The Bank Guarantee in original shall be placed in an envelope and marked as —EMD— [RFP for Selection of Consultancy Firm for Implementation of Reforms under Business Reform Action Plan

and continued support to APIIC on retainership basis] and —Not to be opened except in the presence of evaluation committee. This envelope shall be placed alongwith the ‘original’ Technical Proposal.

2.15.3 Bids received without the specified Earnest Money Deposit will be summarily rejected.

2.15.4 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, post issuance of the work order to the Selected Applicant or if the selection process is cancelled by Client. The Selected Applicants’ Earnest Money shall be returned, without any interest, after 3 months of issuance of the work order. .

2.15.5 Client will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client’s any other right or remedy under the following conditions:

- i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP;
- ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
- iii. In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order within the specified time limit, or
- iv. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

2.16 Technical Proposal

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

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

- i. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- ii. CVs of all Key Personnel have been included;
- iii. key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- iv. no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- v. the CVs have been recently signed and dated, by the respective Personnel and countersigned by the Applicant;
- vi. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

- vii. Key Personnel proposed have good working knowledge of English language;
- viii. Key Personnel would be available for the period indicated in the TOR;
- ix. no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and the proposal is responsive in terms of Clause 2.20.3.

2.16.3 Failure to comply with the requirements spelt out in this Clause 2.16 shall make the Proposal liable to be rejected.

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

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

2.16.6 The proposed team shall include experts and specialists (the “Key Personnel”) in their respective areas of expertise such that the Consultant should be able to complete the Consultancy within the specified time schedule. The CV of each Key Personnel should be submitted in the format in Appendix-I.

2.16.7 APIIC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by APIIC to undertake such verification shall not relieve the Applicant of its obligations or liabilities here under nor will it affect any rights of APIIC there under.

2.16.8 In case it is found during the evaluation or at any time before issuance of LOA or after its issuance, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant by issue of the LOA and if the Selected Applicant has already been issued the LOA, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by APIIC without APIIC being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case maybe.

2.17 Financial Proposal

2.17.1 Applicants shall submit the financial proposal in the format at Appendix-II (the “Financial Proposal”) clearly indicating the cost of the Consultancy in both figures and words, in Indian

Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.17.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.18 Submission of Proposal

2.18.1 The Applicants shall submit the Proposal in a bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of this RFP.

2.18.2 The Proposal will be sealed in an outer envelope which will bear the address of APIIC, Consultancy name as indicated at Clause 1.8.1 and 1.8.2 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.

2.18.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the Application in the prescribed formats in Appendix I and supporting documents. The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format at Appendix-II.

2.18.4 Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the Technical Proposal and Financial Proposal must be numbered and initialed by the person signing the Proposal.

2.18.5 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.

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

2.19 Proposal Due Date

2.19.1 Proposal should be submitted on the PDD specified at Clause 1.7 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.19.2 APIIC may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.12 uniformly for all Applicants.

2.20 Late Proposals

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

2.21 Modification/ substitution/ withdrawal of Proposals

2.21.1 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.

2.21.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.18, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.21.3 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

2.22 Evaluation of Proposals

- 2.22.1 APIIC shall open the Proposals at the date & time specified in Clause 1.7 and at the place specified in Clause 1.8 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first to assess the compliance to Pre-qualification condition, followed by technical evaluation and presentation. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later time.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.21 shall not be opened.
- 2.22.3 Prior to evaluation of Proposals, APIIC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- i. The applicants meets the pre-qualification criteria
 - ii. the Technical Proposal is received in the forms specified at Appendix-I and is accompanied by the Earnest Money Deposit;
 - iii. the Technical proposal is received in bound form as defined in Clause 2.18.1;
 - iv. it is received by the PDD including any extension thereof pursuant to Clause 2.19;
 - v. it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.14 and 2.18;
 - vi. it contains all the information (complete in all respects) as requested in the RFP;
 - vii. it does not contain any condition or qualification;
 - viii. it is not non-responsive in terms hereof; and
 - ix. it strictly does not contain any financial information that may affect the evaluation of financial proposal
- 2.22.4 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.
- 2.22.5 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfil the pre-Qualification Criteria. In case an Applicant does not fulfil the pre-Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.
- 2.22.6 APIIC shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5 and the criteria set out in Section-3 of this RFP.
- 2.22.7 After the technical evaluation, APIIC shall prepare a list of qualified Applicants in terms of Clause 3.1 for opening of their Financial Proposals. The opening of Financial Proposals shall be done in

presence of respective representatives of prequalified Applicants who choose to be present. APIIC will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2 and 3.3 and overall disclaimers provided at the start of the RFP.

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

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

2.23 Confidentiality

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

2.24 Clarifications

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

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, APIIC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of APIIC.

E. Appointment of Consultant

2.25 Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP and methodology shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, APIIC reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.26 Substitution of Key Personnel during the Consultancy period

APIIC expects the Key Personnel to be available during the Consultancy period. 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.

2.27 Award of Consultancy

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

2.28 Commencement of the Consultancy

Generally, the Consultant shall commence the Consultancy within 15 (fifteen) days from the date of issuance of LOA, or such other date as may be mutually agreed. If the Consultant fails to commence the assignment as specified herein, APIIC may invite the second ranked Applicant for negotiations. In such an event, the LOA may be cancelled/terminated.

2.29 Proprietary data

Subject to the provisions of Clause 2.23, 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 and Short-listing of Applicants

3.1.1 Technical proposals of only those applicants who fulfill the pre-qualification criteria without any condition shall be evaluated.

3.1.2 The Technical Proposal will be evaluated on the basis of Applicant's experience. Only those applicants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST). The Applicants ranked as aforesaid, shall be prequalified and short-listed for financial evaluation in the second stage.

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

S.No	Criteria	Maximum marks	Marking Scheme
Firm's Presence in the Region – 05 marks			
1	Presence in the region	5 marks	<ul style="list-style-type: none"> Project Office in Vijayawada with atleast 10 consultants – 5 marks Project Office in Hyderabad – 2 Marks None of the above – Nil
Company / Firm Experience – 35 marks			
2	Ease of Doing Business with States in the last 2 years	10 Marks	<ul style="list-style-type: none"> 7 or more states in India – 08 marks 3 to 5 States in India – 05 marks 1 to 3 marks – 03 Marks Assisting AP for EoDB – 02 Marks
3	Supporting Government of India on Ease of Doing Business	10 marks	<ul style="list-style-type: none"> 2 or more projects – 10 Marks 1 Project – 05 Marks, else zero
4	Engaged with multi-lateral agencies for conducting workshops and seminars to develop guidance on EoDB	5 marks	<ul style="list-style-type: none"> Engagement with international agencies / Central Government Agency – 5 marks Engagement with government at central level only – 3 marks

S.No	Criteria	Maximum marks	Marking Scheme
5	Experience of consulting projects related to Business Process reengineering in Central/State Government Departments.	5 marks	<ul style="list-style-type: none"> • > 5 projects – 5 marks • >3 to <5 projects – 3 marks • < 3 - Nil
6	Experience of undertaking one large stakeholder assessment/survey under Central Government Ministry	5 marks	One large survey – 5 marks
Manpower / Resources – 30 marks			
7	Project Director	5 marks	<ul style="list-style-type: none"> • 2 marks for meeting qualification and experience criteria • 1 marks for seniority in the organization • 1 mark for projects done in the region • 1 mark for experience with EoDB for Gol
8	Project Lead	5 marks	<ul style="list-style-type: none"> • 2 marks for meeting qualification and experience criteria • 1 mark for proficiency in local language • 2 marks for projects as Project Lead in the region
9	Project Manager	5 marks	<ul style="list-style-type: none"> • 2 marks for meeting qualification and experience criteria • 1 mark for every relevant / government project executed as project manager in the region
10	Consultants	10 marks	<ul style="list-style-type: none"> • 1 mark for meeting qualification and experience criteria • 4 marks for experience in the region • 1 mark for every government advisory project

S.No	Criteria	Maximum marks	Marking Scheme
11	Analyst	5 marks	<ul style="list-style-type: none">• 2 marks for meeting qualification and experience criteria• 3 marks for government advisory experience
12	Approach & Methodology	10 marks	
13	Technical Presentation	20 marks	

3.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried. For financial evaluation, total man-month cost indicated in the Financial Proposal (excluding Service Tax) will be considered. Each Financial Proposal will be assigned a financial score (SF). The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

3.3 Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where, TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.8 and 0.2 respectively.

The Selected Applicant shall be the Applicant having the highest combined score.

- 3.3.1 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25 and 2.28, as the case may be.

4 Fraud and Corrupt Practices

- 4.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, APIIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.
- 4.1.2 Without prejudice to the rights of APIIC under Clause 4.1.1 hereinabove and the rights and remedies which APIIC may have under the LOA, 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, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by APIIC during a period of 3 (three) years from the date such Applicant or Consultant, as the case may be, is found by APIIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.1.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “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, 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, as the case may be, any person in respect of any matter relating to the Consultancy or the LOA, who at any time has been or is a legal, financial or technical consultant/ adviser of APIIC in relation to any matter concerning the Consultancy;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- iii. “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;
- iv. “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
- v. “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

- 5.1.1 The Selection 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 Selection Process.
- 5.1.2 APIIC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Applicant in order to receive clarification or further information
 - iii. retain any information and /or evidence submitted to APIIC by on behalf of and /or in relation to any Applicant ;and /or
 - iv. 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.
- 5.1.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases APIIC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.1.4 All documents and other information supplied by APIIC or submitted by an Applicant shall remain or become, as the case may be, the property of APIIC. APIIC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.1.5 APIIC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

6 Schedule 1 – Terms of Reference (TOR)

6.1 Introduction

The new State of Andhra Pradesh has envisioned itself to be a globally competitive State and embarked on the journey to become the economic engine of the country to emerge as the leading global destination by 2050.

New State came with its own set of challenges that necessitated dynamic readjustment and strategic agenda to accelerate the vision. Entire government machinery of the State under the leadership of Hon'ble Chief Minister moved with agility to imbibe pro-development agenda. It is because of the concerted efforts of the State that Andhra Pradesh has made its mark on every national as well as global platform of economic importance. Besides numerous achievements of the State especially in attracting huge investments in key focus sectors, these efforts have led the State to emerge as the National Leader in Ease of Doing Business consistently for last two years.

Ease of Doing business (EoDB) was primarily conceptualized by DIPP (Department of Industrial Policy & Promotion) as countrywide Business Reform Action Plan (BRAP). It started as 94 point framework in 2015 to 340-point regulatory reform framework in 2016. The designated nodal agency of the GoAP led the EoDB reforms, coordinating with concerned departments across the State, to ensure efficient and effective implementation of the proposed reforms. Reforms were implemented both as a result of the DIPP-World Bank framework and State's own initiatives towards simplifying the business environment. This well-rounded implementation of reforms led Andhra Pradesh to emerge as the National Leader consistently for last two years, achieving 2nd rank in 2015 and improving it to emerge the top most State in the country to implement business reforms.

GoAP desires to continue the simplification of Government procedures to maintain the growth experienced in last two years. Business Reform Action Plan 2017 (BRAP) shall be released by DIPP shortly. GoAP is confident of maintaining its leadership position as the State with most favorable business environment. Furthermore, initiatives to strengthen the single window mechanism, increase stakeholder participation by making DICs (District Industrial Centers) more accountable and other industry facilitation reforms are proposed to be undertaken this year.

Accordingly, Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) has taken up the task of identifying suitable partner to support GoAP in implementation of reforms. APIIC is vested with the objective of identifying and developing potential growth centers in the State fully equipped with developed plots/sheds, roads, drainage, water, power and other infrastructural facilities; providing social infrastructure, like housing for workers near industrial zones; coordinating with the agencies concerned for providing communication, transport and other facilities.

In order to implement new regulatory reforms in the State, APIIC intends to engage a Consulting firm (interchangeably referred to as 'consultant') on a **retainership basis** for an initial period of 24

(twenty four) months (the “Consultancy Period”) and further extendible thereafter subject to the mutual agreement of the Consultant and APIIC.

6.2 Scope of work

6.2.1 The engagement has been designed with following key considerations:

- i. Supporting the Government of Andhra Pradesh on initiatives related to the Ease of Doing Business Assessment under DIPP-World Bank study for 2017
- ii. Strengthening Single Window Mechanism (Single Desk Portal and State Single Desk Bureau) in Andhra Pradesh
- iii. Including additional functionalities on Single Desk Portal including sector specific approvals
- iv. Review and enhance User Experience on Single Desk Portal.
- v. Investor communication and outreach
- vi. Benchmarking international best practices in ‘Doing Business’ and proposing to Department of Industries the replicable processes and systems
- vii. Monitoring and evaluation of ease of doing business reforms implemented by DICs (District Industries Centers)

6.2.2 Assistance to Department of Industries in implementation of reforms as part of DIPP – World Bank assessment framework for 2017

As stated above, DIPP has reviewed the 2016 framework and is expected to overhaul it by adding newer reform areas that are of importance to the investors. This has been done on the basis of G2B (government to business) interactions. Some of the proposed reform areas will cover newer sectors such as mining, pharmaceuticals, tourism, agriculture to name a few. Proposed framework shall also focus on labour reforms and permissions for road cutting, advertisement, entertainment etc. While this proposed framework is under deliberation at DIPP, it will be shortly released for States to initiate the simplification exercise in compliance with the framework. These new reform areas will also require similar focused efforts to be invested in process simplification and implementation. Therefore, the consultant is expected to do the following:

- i. Study all the reform points of Business Reform Action Plan 2017 for States/UTs in line with Implementation Guide for States provided by DIPP and segregation into the categories of Reform Areas and current status of Reform Areas based on DIPP guidelines and identification of Departments of GoAP with which reform points are associated. Current Status before implementation to be provided with all the relevant details/evidences of implementation (Orders, Notification, Web links, Screenshots, etc.).
- ii. Conduct periodic stakeholder workshops to discuss the new framework, proposed approach/ methodology to be adopted for implementation of the reforms and obtain buy-in on proposed reform implementation recommendations.

- iii. Liaise and co-ordinate with various Departments for achievement of reform points enlisted in the Business Reform Action Plan 2017 and also with DIPP & World Bank officials, where required, and get relevant information. A dedicated resource required for follow up.
- iv. Study of all relevant Acts & Rules. Specify what amendments in the Law are required by Executive Order or through Notification or by bringing in new legislation. Simplify and clarify the Rules. Consultant to navigate process improvements in respective Depts. or areas for improvement on Ease of Doing Business in light of legal implications.
- v. Recommendation & Action Plan with time-bound concrete measures is to be prepared within the timelines specified by DIPP for BRAP 2017. Consultant to provide all the relevant details/evidences of implementation (Orders, Notification, Web links, Screenshots, etc.) corresponding to the Status of Reform against each of the Reform points of EODB.
- vi. Consultant to support in Action Taken Report (ATR) to be submitted periodically to DIPP, where Status before and after implementation to be also given.
- vii. Assist the State in representing in various industry forums, inter- government summits, workshops and conferences where EoDB is discussed. Consultant to support in coordination, preparation of presentations, and collation of key action points for implementation as per approval.
- viii. Time-bound concrete measures and their implementation for strengthening the Single Window in the State.

6.2.3 Strengthening the Single Window Mechanism in the State

- i. Expand existing list of approvals/ license/ registrations/ Returns etc for all focus sectors such as Retail, Hospitality, Tourism, Mining, Food Processing etc.
- ii. Review and simplification of processes for issuance of NOCs / Permits across sectors
- iii. Expanding the labour clearances with respect to existing regulations
- iv. Support Department of Industries in STQC audit of the single desk portal
- v. Coordinate for implementation of information wizard on procedures, timelines and cost.
- vi. Study the Public Service Delivery Act to explore the feasibility of mandating procedural timelines

6.2.4 Enhancing User experience on Single Desk Portal

- i. Study user behavior on the Single Desk Portal and identify areas of enhancing the user experience
- ii. Propose relevant modifications / enhancements to the Single Desk Portal and ensure implementation

6.2.5 Strengthening of online incentive module on Single Desk Portal

- i. Develop and launch the online incentive module for the following incentives:
 - a. Land Cost Reimbursement
 - b. Land Conversion

- c. Mortgage/Hypothecation Duty Reimbursement
- d. Incentive for Cleaner Production Measures
- e. Skill Development
- f. Marketing Initiatives Incentive
- g. Quality Certification/Patent Registration
- h. Seed Capital
- ii. Suggest integration plan to link with relevant systems for automatic data exchange
- iii. Coordinate for implementation of incentive module and integration with other systems
- iv. Conduct stakeholder training on incentive module
- v. Suggest measures to generate awareness among the investors

6.2.6 Investor outreach and communication

- i. Undertake initiatives to improve investor communication through instruments like Investor Newsletter, periodic communication through SMS, email etc
- ii. Create user manuals and self-help videos for the investors to navigate across the portal
- iii. Conduct quarterly investor feedback survey to understand investor satisfaction with the single window mechanism and undertake measures as applicable
- iv. Ensure that single desk portal is equipped to handle investor feedback
- v. Propose enhancements to the Mobile App as per investor feedback

6.2.7 Study international best practices in doing business reforms and identify reforms that can be implemented in the State

- i. Study of best practices across 5 countries and present the outcomes of the benchmarking exercise
- ii. Identify new initiatives that can be implemented in the State
- iii. Support the Department in conducting study tour of the countries studied. Please note that all expenditure for the study tour shall be incurred by the Department
- iv. Assist in organizing dialogue with international agencies involved in doing business reforms limited to 3 such interactions.

6.2.8 Implementation of District Ease of Doing Business

- i. Design a framework to grade the performance of DICs in investor facilitation as part of ease of doing business reforms
- ii. Coordinate the implementation of the grading framework on the portal for real-time view on DIC performance
- iii. Coordinate linking the framework to the CM dashboard

The scope mentioned above is indicative. The Consultant shall undertake any other tasks that are necessary or incidental to accomplish the desired project objectives related to EoDB.

6.3 Payment Schedule

The payment schedule for this assignment is as follows:

Milestone	Retainership Fee*
Upon submission of monthly invoice with Progress Report for the previous month (“Monthly Progress Report” or “MPR” to be submitted in the second week of every next month) - Retainership Fee for the 1 st month and all the subsequent months till 24 th month	Amount quoted in Financial Proposal of the Applicant

* Taxes are extra

Out of Pocket Expenses shall be paid on actuals as per RFP.

6.4 Deployment of the Consultancy Team

Immediate

6.5 Meetings

- 6.5.1 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 office in Vijayawada.
- 6.5.2 The Project Lead 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.
- 6.5.3 APIIC may, in its discretion, require the Consultant to participate in extended meetings, the Consultant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of APIIC.

7 Appendix 1 – Technical Proposal

FORM 1 - Letter of Technical Proposal Submission

(On Applicant's letter head)

(Date and Reference)

To,

Managing Director

Andhra Pradesh Industrial Infrastructure Corporation,

59A-20/3/2A, 1st Floor, Sri Siva Complex,

Funtimes Club road, Teachers Colony,

Vijayawada-520008

Sub: Appointment of Consultancy Firm for implementation of reforms under Business Reform Action Plan and continued Program Management support to APIIC on retainership basis

Dear Sir,

1. With reference to the RFP Document, We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for implementation of reforms under Business Reform Action Plan and continued Program Management support to APIIC on retainership basis. The proposal is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Consultancy.
4. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:

- a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
 9. We declare that we are not an Associate of any other Applicant applying for Selection as a Consultant.
 10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy or which relates to a grave offence that outrages the moral sense of the community.
 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Consultancy.
 14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy is not awarded to us or our proposal is not opened or rejected.
 15. We agree to keep this offer valid for 45 (Forty Five) days from the PDD specified in the RFP.
 16. In the event of our firm being selected as the Consultant, we agree and undertake to provide the consultancy services in accordance with the provisions of the RFP.
 17. We have studied RFP and all other documents carefully. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

19. We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

FORM 2 – Format for Pre-Qualification Proposal

1 Consulting Agency/ Bidder should be a registered firm/company/partnership with atleast 15 years of presence in India

- Letter of Incorporation
- Office Locations
- Any other relevant supporting document

2 Consulting Agency/ Bidder should not be black-listed by any Central / State Government / Public Sector undertaking in India.

Here give a certificate (on company letter-head signed by authorised signatory) that the Applicant is a registered firm and has not been blacklisted by any central/ State/ Public Sector undertaking in India. If at any time it is found out that the applicant did not have the capabilities as enumerated in the RFP, APIIC may put the Applicant in the negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

3 Consulting Agency must have a cumulative revenue from consulting services (and related activities of Rs. 100 crore and above in the last three financial years (2014-15, 2015-16 and 2016-17). (A certificate from Chartered Accountant should be submitted).

S.No	Year	Turnover (INR) from consulting services
1	2015-2016	
2	2014-2015	
3	2013-2014	
Cumulative annual turnover		

4 The Consulting Agency should have atleast 3 projects (Completed) related to ease of doing business for central / state department in India in last 3 years.

Highlight relevant experience in following format

Assignment Name:	Approx. value of the Contract
Country:	Duration of completed assignment (months):
Location within the Country:	Start / Completion Date

Name and Address of Client:	Total number of staff-months:
Name of Project Manager involved and functions performed	
Description of Actual Services Provided by Your Staff:	

Kindly provide supporting documents such as contract/work order copy etc.

Kindly provide satisfactory completion certificate from the client(s)

5 All the above pre-qualification details from S.No 1-4 should be prepared in separate sections. Each section should end with following

Name of Authorized Signatory

Designation.

Name of firm

Signature of Authorized Signatory Seal of Audit firm

FORM 3 – About the Applicant

- 1 Brief profile (maximum one page)
- 2 Number of Office locations in India

FORM 4 – Profiles of Key Personnel

Name / Designation				
Proposed position in the project				
Education				
Employment Record	From	To	Company	Position held
Brief profile	<Years of experience>			
Languages				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Year: Location: Client: Position Held: Main features: Activities Performed:				

Provide only relevant experience.

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

 Signature of staff member/ Authorized signatory

Date: _____
 Day/Month/Year

FORM 5 – Relevant Experience of the Applicant

Assignment Name		Country
Location within country		Professional Staff Provided by the Firm / entity (profiles):
Name of Client:		No. of staff
Address		No. of Staff Months
Start date	Completion date	Approx. value of services
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative description of project:		
Description of actual services provided by the staff:		

Notes:

1. Use separate sheet for each relevant Assignment.
2. As a documentary evidence, attached a Copy of Work Order / Client Certificate / Agreement signed with the Client.

FORM 6 – Approach and Methodology

Applicant should explain the approach, methodology and standard tools & techniques to be deployed to execute this project.

Should not exceed 15 pages.

8 Appendix 2 – Financial Proposal

(On Applicant's Letter Head)

(Date and Reference)

To,

Managing Director

Andhra Pradesh Industrial Infrastructure Corporation,

59A-20/3/2A, 1st Floor, Sri Siva Complex,

Funtimes Club road, Teachers Colony,

Vijayawada-520008

Sub: Appointment of Consultancy Firm for implementation of reforms under Business Reform Action Plan and continued Program Management support to APIIC on retainership basis

We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Request of Proposal dated _____ 2017, and our Proposal (Technical and Financial Proposal). Our financial proposal is Rs.----- (Rupees ----- only) inclusive of all applicable taxes (excluding service tax).

Following are the details of our Financial Proposal:

S.No	Name of Key Personnel	Position of Key Personnel	Availability of Key Personnel	Man-Month Rate	Man-Month Amount
			(A)	(B)	C = A x B
1		Project Director	2 days		C1*1
2		Project lead	7 days		C2*1
3		Project Manager	22 days		C3*1
4		Consultant	22 Days		C4*4
5		Analyst	22 Days		C5 *2
6	Sub-Total D = C1+C2+C3+C4+C5				
7	Monthly Out-of-pocket expenses inclusive of all applicable taxes for deployment of the team (excluding service tax) (E)				

S.No	Name of Key Personnel	Position of Key Personnel	Availability of Key Personnel	Man-Month Rate	Man-Month Amount
8	Total Amount for financial evaluation $F = (D) + (E)$				

Therefore, monthly billing for this assignment shall be D+E (excluding service tax)

We agree that this offer shall remain valid for a period of 45 (forty five) days from the Proposal Due Date or such further period as may be mutually agreed upon. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

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

For Financial Evaluation, total man-month amount shall be considered.