

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE
CORPORATION LIMITED**
(A Govt of Andhra Pradesh Undertaking)

**SELECTION OF CONSULTANT
FOR OBTAINING
ENVIRONMENTAL CLEARANCE (EC) & CONSENT FOR ESTABLISHMENT (CFE)
FOR
PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT, A.P.
IN AN EXTENT OF 765.66 HA (1892 ACRES)**

REQUEST FOR PROPOSAL (RFP)

Bid No:

Last date for submission of bids 14.03.2018 upto 15.00 Hrs (IST)

Chief Engineer- Central
Andhra Pradesh Industrial Infrastructure Corporation Limited
Vijaya Residency, 5th floor, Flat No.502, Srivasavi Nagar,
Near Fun time club,
Vijayawada – 520008
E-mail: apiicempcell@gmail.com

[REQUEST FOR PROPOSAL]

DISCLAIMER

- 1) The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of Andhra Pradesh Industrial Infrastructure Corporation Limited (herein after referred to as APIIC/ Authority) or any of its employees or advisers/ consultants, 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.
- 2) This document is not an agreement and is not an offer by the Authority (APIIC Ltd) to the prospective Bidder(s) or any other person. The purpose of this Request for Proposal (RFP) is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. The information contained in the RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information contained in this RFP and obtain independent advice from appropriate sources.
- 3) 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 purport to contain all the information that each Applicant may require.
- 4) This RFP may not be appropriate for all persons, and it is not possible for APIIC and its employees, advisors, consultants 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.
- 5) Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herewith.
- 6) APIIC and its employees, advisors / consultants make no representation or warranty and shall have no liability to any person including any Applicant un-

[REQUEST FOR PROPOSAL]

der 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.

- 7) APIIC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
- 8) APIIC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 9) The Authority and its employees shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP.
- 10) The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

[REQUEST FOR PROPOSAL]

TABLE OF CONTENTS

SECTION NO	TOPIC/CONTENT	PAGE NO
I	INTRODUCTION	5-7
II	INSTRUCTIONS TO BIDDERS	8-24
III	SCOPE OF WORK	25-31
IV	TERMS AND CONDITIONS	32-35
V	FORMATS FOR SUBMISSION OF PROPOSAL	36-52

SECTION - I

INTRODUCTION

1.1 Background

1.1.1 Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) incorporated on September 26, 1973 is the premier organization in the State of Andhra Pradesh, vested with the objective of providing industrial infrastructure through the development of industrial areas. APIIC is a wholly owned undertaking of Government of Andhra Pradesh (GoAP). APIIC is the nodal agency notified by GoAP to develop specified mega infrastructure projects/clusters including SEZs. As such, the role of APIIC is that of a facilitator for mega infrastructure projects/cluster apart from Industrial Parks developed on its own.

The Authority intends to appoint a consultant for carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the overall Pharma Cluster Thamminapatnam, SPSR Nellore District in an extent of 765.66 Ha (1892 Acres).

1.1.2 This RFP (Request for Proposals) document is applicable to only the Consulting Firms having National Accreditation Board for Education and Training (NABET) accreditation from Quality Council of India (QCI) under **Category 'A' and Activity 7 (C)** (hereafter referred as Bidders). The RFP document can be downloaded from the website www.apiic.in.

1.1.3 The amendments/clarifications if any to the RFP document will be communicated by displaying on the Authority's website: www.apiic.in.

1.1.4 The interested bidders who have already accredited by NABET (under Category 'A' and Sector 7 (C)) for this purpose may submit their offer (bid) for consideration by the Authority along with bid processing fee (non-refundable) of Rs.5000/- (Rupees Five Thousand only) plus applicable GST @ 18% (i.e., Total amount = Rs. 5900/-) in the shape of Demand Draft drawn in favour of APIIC Ltd payable at Vijayawada. Bids received without enclosing non-refundable processing fee as stipulated will not be considered for evaluation and such bids will be rejected. The Authority is not responsible for the postal delay, if any occurred, in reaching the bids to the Authority in the stipulated date and time. Authority also reserves the right to accept/reject any or all bids without assigning any reason thereof.

[REQUEST FOR PROPOSAL]

1.2 Brief Description of Bidding Process

- 1.2.1 The documents provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority with the purpose of facilitating bidders to submit their bids and thereby enabling the Authority in the selection of a successful bidder for the assignment collectively are termed as the "Bidding Documents".
- 1.2.2 The Bid/Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the firms to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Firms will not be permitted to modify their proposals submitted already.
- 1.2.3 The Authority has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising 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 Section 2.19.4 & 2.19.5 of RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified in Section 2.19.6 of RFP. The Financial Proposal of the eligible and technically qualified proposals will only be opened for consideration under QCBS evaluation. Proposals will finally be ranked according to their combined technical and financial scores as specified in Section 2.19.7 of RFP (Quality and Cost Based System (QCBS) of evaluation in the ratio of 70:30 (70% technical and 30% financial). The first ranked Applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

EVENT DESCRIPTION	
Bid Stage	Estimated Date
Last date for receipt of Queries / clarifications from Bidders, if any on RFP	10/03/2018
Last Date for submission of bids (Proposals shall be submitted in Physical Form @ APIIC)	14/03/2018, 15.00 Hrs
Date of opening of Technical Bids(Envelop-I)	14/03/2018, 15.30 Hrs at Chief Engineer Office, Vijayawada

[REQUEST FOR PROPOSAL]

Date of opening of Financial bids (Envelop-II)	Will be intimated to the shortlisted bidders.
Validity of Bid	180 days from the due date for submission of bids
Signing of Agreement	Within 15 days from the date of receipt of LoA
Period for completion of assignment job	Twelve (12) months from the date of issue of LoA by the authority.
Communication	All communications including submission of proposal(RFP) and clarifications to below address The Chief Engineer-Central, APIIC Ltd, 59A—8/12-4, 5th Floor, Flat No.502, Vijaya Residency, Sri Vasavi nagar, Near Fun time Club, Vijayawada-520 008 Email: apiicempcell@gmail.com

[REQUEST FOR PROPOSAL]

SECTION - II INSTRUCTIONS TO BIDDERS

2.1 General Terms of Bidding

- 2.1.1 The Bidding Process and manner of carrying out the assigned job shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction over all disputes arising under this assignment.
- 2.1.2. No Bidder shall submit more than one Bid for the Project.
- 2.1.3. The statements and explanations contained in this RFP are intended to provide a fair understanding to the Bidders about the assignment to be carried out by the selected bidder and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the consultant set forth in the documents or the Authority's rights to amend, alter, change, supplement the scope of work or the terms thereof or herein contained before submission of the bids. The bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 2.1.4. The bidder consultant shall keep all the information pertaining to this assignment CONFIDENTIAL and shall not provide/disclose any information of the assignment to anybody except on specific instructions from the Authority.
- 2.1.5. This RFP is not transferable.
- 2.1.6. Any condition or stipulation by the bidder other than contained in the RFP shall render the Bid liable for rejection as a non-responsive Bid.
- 2.1.7. The Bid and all communications in relation to or concerning the Bidding Documents shall be in 'English' language.
- 2.1.8. Notwithstanding anything contrary in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

[REQUEST FOR PROPOSAL]

2.1.9. Conditions of Eligibility

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

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

- A. The consultant shall be an “Accredited EIA consultant” with Quality Council of India (QCI)/NABET, MoEF&CC **under Category ‘A’ for Project/Activity 7 (C)** in particular (Industrial estates/parks/areas, export processing Zones (EPZs), Special Economic Zones (SEZs), Biotech Parks, Leather Complexes).
- B. The Applicant shall have, minimum 5 (Five) years experience preceding the PDD and should have undertaken a minimum of 2 (Two) Eligible Assignments in last 15 financial years i.e. from FY:2002-03 and atleast one project must be CRZ Clearance as specified in Clause 2.1.9 (C).
- C. **Eligible Assignment:** Successfully completed Environmental and Social Impact Assessment (EIA) studies and obtained the Environmental Clearance (EC) from MoEF&CC under category “A” for an Industrial Park/Industrial Estate/Special Economic Zone project in a contiguous land parcel with minimum area of 500 acres. Applicant shall submit relevant documentary evidences for completion of the studies and obtaining ECs. Assignments without supporting documents shall not be considered during evaluation process.
- D. The Average Annual Turn Over of the company/Applicant (Sole Firm) should be at least Rs. 2 (Two) Crore in the last three Financial Years (FY's) i.e. FY 2014-15, FY 2015-16 & FY 2016-17. The Applicant shall enclose with its Bid, certificate(s) from its Statutory Auditors stating its annual turnover during each of the past three financial years. 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 along with supporting audited balance sheets for the last three financial years preceding the PDD.
- E. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements as specified below:

Key Personnel	Educational Qualification	Minimum Professional Experience	Minimum Eligibility
Environment Expert and Team Leader	Post Graduate degree in Environmental Engineering/Environmental Science/Environmental Manage-	12 years	He/She should have lead the EIA study teams for 3 (Three) Eligible Assignments

[REQUEST FOR PROPOSAL]

	ment/Chemical Engineering with experience in Environmental Impact Assessment studies and QCI/NABET accredited EIA coordinator for Activity 7(C) projects under Category "A"(Proof shall be submitted)		
Environmental Modelling(Impact Prediction) Specialist	Post Graduate degree in Environmental Engineering/Environmental Science/Environmental Management with experience in Environmental Impact Assessment studies and QCI/NABET accredited EIA coordinator for Activity 7(C) projects under Category "A" and also must be a QCI/NABET accredited specialist(Proof shall be submitted)	8 years	He should have worked for 2 (two) eligible assignments
Water Pollution (Control) Specialist	Post Graduate degree in Environmental Engineering/Environmental Science/Environmental Management with experience in Environmental Impact Assessment studies and Water & Waste water management aspects. He/she must be a QCI/NABET accredited Specialist(Proof shall be submitted)	8 years	He should have worked for 2 (two) eligible assignments
Ecology & Biodiversity Expert	Post Graduate degree in Science with experience in Environmental Impact Assessment studies(related to Ecology & Biodiversity) and must be a QCI/NABET accredited Specialist(Proof shall be submitted)	10 years	He should have worked for 2 (two) eligible assignments
Social Expert	Post Graduate degree in social work/sociology or equivalent with experience in social Impact Assessment and must be a QCI/NABET accredited Specialist.	10 years	He should have worked for 2 (two) 7 (C) Category A or Category B Projects

Note: The above key personnel shall be available for the entire duration of the project and the consultant shall also ensure the availability of relevant specialist/experts and support staff for the project in addition to the above key personnel as per the requirement of the project towards obtaining Environmental Clearances.

[REQUEST FOR PROPOSAL]

- 2.1.10. The Consultant shall have an office or establish a Project Office at a suitable location in or near the City where the Authority's office or the Project is situated, for efficient and coordinated performance of its Services. The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel.
- 2.1.11. The Consultant shall mobilise and demobilise its Key Personnel and Support Personnel with the concurrence of the Authority.
- 2.1.12. A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or subsisting Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. a constituent of such Bidder is also a constituent of another Bidder; or
 - ii. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - iii. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other;
- 2.1.13. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is

[REQUEST FOR PROPOSAL]

engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Assignment during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement.

2.2 Cost of Bidding

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

2.3 Site visit and verification of information provided by Authority

2.3.1 Bidders are encouraged to submit their Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.3.2 The Authority 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 the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.3.3 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement.
- (e) acknowledged that it does not have a Conflict of Interest;

2.4 Verification of Information provided by the Bidder and Disqualification

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification.

[REQUEST FOR PROPOSAL]

Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) In case it is found during:
 - i. Evaluation of the bids
 - ii. Any time before signing of the agreement
 - iii. Or after signing of the agreement

- (b) That the Bidder has :
 - i. Made material misrepresentation of facts
 - ii. Provided materially incorrect or false information

Then the Bidder / Consultant shall be disqualified forthwith and in case the project has been awarded, the contract shall be liable to be terminated. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or any other Security subsisting, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

A communication in this regard in writing will be sent by the Authority to the Selected Bidder or the consultant, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or consultant.

2.5 Contents of the RFP

The RFP document shall comprise of:

- Section I : Introduction
- Section II : Instruction to Bidders
- Section III : Scope of work
- Section IV : Terms and conditions
- Section V : Formats for submission of proposal

2.6 Clarifications on RFP document

2.6.1 The Bidders are free to seek clarifications and make suggestions for consideration of the Authority in writing. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider ap-

[REQUEST FOR PROPOSAL]

propriate for facilitating a fair, transparent and competitive Bidding Process. The Bidder may send the queries to following Address.

2.6.2 The Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification. The responses will be sent by e-mail or uploaded in the APIIC website. The Authority may forward all the queries and its responses thereto, to all Bidders without identifying the source of queries through e-mail.

2.6.3 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax or e-mail. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/Request for Additional Information: RFP for Selection of Consultant for carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the **Pharma Cluster Thamminapatnam.**

**Chief Engineer- Central
Andhra Pradesh Industrial Infrastructure Corporation Limited
59/A-8/12-4, Flat No.502, Vijaya Residency, 5th floor ,Near Funtime
Club, Srivasavi Nagar, Vijayawada - 520 008.
Email: apiicempcell@gmail.com**

2.6.4 All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7 Amendment of RFP

2.7.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify the RFP by the issuance of Addenda.

2.7.2 Any Addendum issued hereunder will be in writing and shall be displayed on Authority's website only.

2.7.3 All addendum will form an integral part of this RFP and the Agreement to be entered into with the selected Bidder.

2.8 Extension of Time for Bidding

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

[REQUEST FOR PROPOSAL]

2.9 Bid Security

2.9.1 The Bidder shall furnish as part of Bid, a Bid Security of Rs.1,00,000/- (Rupees one lakh only) in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of 'APIIC Ltd' payable at Vijayawada, Andhra Pradesh. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. This Bid security is refundable to all the bidders after concluding the agreement with the selected bidder by the Authority or after expiry of bid validity period of 180 days which ever earlier.

2.9.2 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity of 180 days. No relaxation of any kind on Bid Security shall be given to any Bidder. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise, under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 2.18 of this RFP.
- (b) If a Bidder withdraws its Bid during the Bid period of 180 days and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (c) In the case of Selected Bidder, if it fails within the specified time limit to conclude the Agreement with the Authority duly furnishing the requisite performance security as stipulated in the LOA.

2.10 PREPARATION AND SUBMISSION OF BID

2.10.1. Format and signing of Bid:

The Bid (Technical and Financial) shall be in the format annexed to this RFP. The Technical and Financial bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also sign all the pages of RFP. In the Technical proposal, the bidder has to submit all the required documents that are given in Clause 2.10.2. Financial proposal, the bidders are required to quote their fee (Part A: Rapid ESIA Study (one season baseline environmental data) and EC & CFE; Part B: Additional Fee for Comprehensive ESIA Study with additional Two (2) seasons baseline environmental data other than monsoon season) for complete services to be rendered to the Authority for ESIA studies and obtaining Environmental Clearances in terms of EIA Notification 2006 and subsequent amendments thereon & CFE. The fee quoted by the bidder shall be exclusive of GST, but inclusive of all overheads, incidentals, cost of site visits, travel expenses in attending the committee meetings, li-

[REQUEST FOR PROPOSAL]

asoning with the office of Competent Authority (MoEF&CC, APPCB etc.) on behalf of the Authority, printing cost of documents/reports etc. complete.

2.10.2 Sealing and Marking

The bidder shall make the submittals in two cover system as detailed below:

Envelop - I : Technical Bid

Applicants shall submit proposals in duplicate in English (1 Original & 1 Copy) with all the documents in a sealed cover conforming to prescribed formats provided in **Annexure I to X** super scribing each as "Proposal for Technical Bid - Original/ Duplicate". The copies of certificates in proof of experience, turn over etc., to be attested by the Authorised signatory and in case of turnover certificate shall be issued by Chartered Accountant.

1. The proposal must contain the following:

- i. Covering letter - Technical Bid (Annexure I)
- ii. Index (giving list of contents and corresponding page numbers in the proposal document)
- iii. Company Profile (Annexure II)
- iv. Summary of Key Professionals (Annexure III)
- v. Summary of Financial Capacity of Applicant (Annexure IV)
- vi. Abstract of Eligible Assignments (EIA/EMP Studies) carried out (Annexure V) in last Ten years
- vii. Financial Bid Format (Annexure VI)
- viii. Format for Power of Attorney (Annexure VII)
- ix. Format for Bank Guarantee for Performance Security (Annexure VIII)
- x. Draft Agreement (Annexure IX)
- xi. Format for Indemnity Bond (Annexure X)
- xii. Detailed particulars of assignments completed/ in-progress (Proforma-I)
- xiii. Curriculum Vitae of permanent Key professional staff (Proforma-II)
- xiv. Audited annual accounts Certificate for the last three financial years
- xv. Accreditation / Certification for EC from QCI/NABET (Category 'A' for Activity 7 (C))
- xvi. Work Order, Work completion order/ performance letter, etc.
- xvii. Latest Income tax clearance Certificate from the concerned IT circle.
- xviii. Solvency certificate for Rs. 10,00,000/- issued not older than one year.
- xix. The Demand draft for Rs. 1,00,000/- (One lakh only) towards the Bid Security (Refundable) as specified in RFP.
- xx. The Demand draft for Rs. 5900/- (Rupees Five Thousand Nine Hundred only) towards Non-Refundable bid processing fee.
- xxi. Other documents, if any

[REQUEST FOR PROPOSAL]

2. The proposal (original and One (1) Copy), shall be signed by the applicant or duly authorized person(s). The authorization shall be indicated by written power of attorney.
3. The Power of Attorney in specified format given, if any applicable.
4. Proposals received by facsimile/e-mail shall be treated as invalid and rejected. Only detailed complete proposals received prior to the closing date of the proposals shall be taken as valid.
5. Proposals received after the specified time and date shall not be considered for evaluation.
6. Applicants are not permitted to modify, substitute, or withdraw after submission of proposal.
7. During evaluation of the proposals, APIIC may, at its discretion, ask applicants for clarifications on their proposal.
8. RFP document each page signed by the Authorised signatory.
9. Approach & methodology.

The envelop shall be marked as “**TECHNICAL BID**” at the top in bold letters:

“SELECTION OF CONSULTANT FOR CONDUCTING ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT (ESIA) STUDY & OBTAINING ENVIRONMENTAL CLEARANCE (EC) & CONSENT FOR ESTABLISHMENT (CFE) FOR **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT**”

Envelop – II : Financial Bid

- (a) The Financial Bid shall be as per the format given in this RFP .The content in **Envelop II** shall be submitted in “**ORIGINAL**” only and be marked “**FINANCIAL BID**”.

The envelop shall constitute the Financial Bid, and it shall be marked as “**FINANCIAL BID**” at the top in bold letters:

“SELECTION OF CONSULTANT FOR CONDUCTING ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT (ESIA) STUDY & OBTAINING ENVIRONMENTAL CLEARANCE (EC) & CONSENT FOR ESTABLISHMENT (CFE) FOR **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT**”

Outer Envelope: These two envelopes ‘I’ & ‘II’ carrying contents, detailed as above shall be placed in another Envelope which shall be sealed and clearly labelled the following identification:

[REQUEST FOR PROPOSAL]

“SELECTION OF CONSULTANT FOR CONDUCTING ENVIRONMENTAL & SOCIAL IMPACT ASSESSMENT (ESIA) STUDY & OBTAINING ENVIRONMENTAL CLEARANCE (EC) & CONSENT FOR ESTABLISHMENT (CFE) FOR **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT**”

The outer Envelope containing Envelopes I & II, thus sealed as above, shall be submitted to:

**Chief Engineer- Central
Andhra Pradesh Industrial Infrastructure Corporation Limited
59/A-8/12-4, Flat No.502, Vijaya Residency, 5th floor ,Near Funtime
Club, Srivasavi Nagar, Vijayawada - 520 008.**

2.10.3 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.10.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

2.11 Bid Due Date

Bids should be submitted before 15:00 Hrs (IST) on the Bid Due at the address provided in Clause (2.10.2) in the manner and form as detailed in this RFP.

2.12 Late Bids

Bids received by the Authority after the specified time on stipulated date shall not be eligible for consideration and shall be summarily rejected.

2.13 Modifications/ Substitution/ Withdrawal of Bids

2.13.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.

2.13.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.10.2 with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

[REQUEST FOR PROPOSAL]

2.13.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.14 Rejection of Bids

The Authority reserves the right not to proceed with the Bidding Process at any-time, without notice or liability, and to reject any Bid without assigning any reasons.

2.15 Validity of Bids

The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended at the request of Authority by mutual consent of the respective Bidders and the Authority.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the bidding process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.17 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.18 Fraud and Corrupt Practices

2.18.1 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, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process.

[REQUEST FOR PROPOSAL]

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

2.18.2 The Bidders and their employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to appropriate the Security provided by the Bidder as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise. Further, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.19 Evaluation of Bids

2.19.1. Opening and Evaluation of Bids: The Authority will open the Bids at 15.30 Hrs (IST) on the specified date for opening as in Clause 1.3 of RFP at the place specified and in the presence of the Bidders who choose to attend.

2.19.2. Tests of Responsiveness:

Prior to opening of Financial Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP the responsiveness will be tested by checking whether the:

- (a) Bid is received within specified time

[REQUEST FOR PROPOSAL]

- (b) Bid security as specified in is provided as instructed.
- (c) Non Refundable bid processing fee is provided.
- (d) Bid does not contain any condition or any other stipulations by the bidder
- (e) Bid is contains all the items listed and as per the specified format

2.19.3. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.19.4. **Evaluation Criteria:** The points earmarked for evaluation of technical bids would be as follows.

[REQUEST FOR PROPOSAL]

S.No	Particulars	Max. Marks	Criteria
1	Approach & Methodology	10	Marks shall be awarded based on the quality of approach and methodology proposed by the applicant. The firms experience in getting ECs for large scale integrated industrial infrastructure projects also need to be covered.
2	Relevant Experience of Applicant	50	Marks will be awarded based on the overall capability of the firm, experience of similar completed assignments.
2a	Project experience in undertaking ESIA studies and obtaining ECs in last 15(Fifteen) years i.e from FY 2002-03 to PDD.	40	10 (Ten) marks for each completed assignment (ESIA study & getting EC) of any Industrial Parks/Estates/SEZ under Project/ Activity 7(C) Category "A", upto a maximum of Fourty(40) marks.
2b	Experiance of the applicant	10	One mark per each year(Max 10 marks)
3	Relevant Experience of the key personnel	40	Key personnel having desired educational qualification and No. of years experience shall be considered.Each Key personnel will be eligible for marking(as below) once he/she meets the minimum specific experience for eligibility stipulated in Clause 2.1.9(E).
3a	Environmental Expert & Team Leader	12	The CVs the staff members qualifying minimum criteria shall be evaluated as per following. Experience of Eligible Assignments: - 2 marks for each eligible assignment.
3b	Environmental Modelling(Impact Prediction) Specialist	08	
3c	Water Pollution (Control) Specialist	08	
3d	Ecology & Biodiversity Expert	06	
3e	Social Expert	06	
	GRANT TOTAL(1+2+3)	100	

[REQUEST FOR PROPOSAL]

2.19.5. Only those Applicants whose Technical Proposals score is 60 markss or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST). In the second stage, the financial evaluation will be carried out as per this Clause 2.19.6. Each Financial Proposal will be assigned a Financial Score (SF) as specified in Clause 2.19.6.

2.19.6. For financial evaluation, the total cost (excluding GST) indicated in the Financial Proposal (Combined fee for Part A: Rapid ESIA Study (one season baseline environmental data) and EC & CFE; and Part B: Additional Fee for Comprehensive ESIA Study with additional Two (2) seasons baseline environmental data other than monsoon season) will be considered.

The Authority will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 marks. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

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

$$S = S_T \times T_w + S_F \times F_w$$

Whereas, S is the combined score, and T_w and F_w are weights assigned to Technical Proposal (70% weightage) and Financial Proposal (30% weightage) that shall be 0.70 and 0.30 respectively.

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.20. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any

[REQUEST FOR PROPOSAL]

means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

2.21. Post Evaluation

- 2.22.1 After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Selected Bidder. The Selected Bidder in turn has to conclude an agreement with the Authority within the stipulated time duly furnishing the performance security in the shape of Bank Guarantee for an amount as specified in the LOA. If the selected bidder fails to conclude the agreement with the Authority within the stipulated period, the Authority shall forfeit the Bid Security of such Bidder as Damages and the next Highest Bidder may be considered.
- 2.22.2 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on signing of agreement between Authority and the Selected Bidder or when the Bidding process is cancelled by the Authority, or on expiry of bid validity period of 180 days whichever is earlier.
- 2.22.3 The Selected Bidder's Bid Security will also be returned, without any interest, upon signing the Agreement.
- 2.22.4 **Performance Security:** The selected bidder has to furnish performance security in the shape of irrevocable Bank Guarantee obtained from any Nationalised Bank valid upto contract period and extendable upto suitable period as assessed by the Authority as per the format enclosed, for the amount equivalent to 10 % of total bid amount (Combined fee for Part-A & B services) on receipt of LoA and before concluding the agreement with the Authority. This Bank Guarantee will be returned to the consultant after completion of assignment in all respects.

SECTION - III
SCOPE OF WORK

3.1 Objective

The Consultant shall carryout Site Screening, Coordinate with Consultant appointed by APIIC for Integrated Master plan & Designs while preparing the Pre-feasibility Report, carryout Environmental & Social Impact Assessment (ESIA) studies with baseline Environmental monitoring initially for One (1) Season other than monsoon season (Three (3) seasons in case of comprehensive ESIA study), and Environmental Management Plan (EMP), Risk Assessment & Disaster Management Plan (DMP) etc., as needed for obtaining Environmental Clearance (EC) from MoEF&CC and CFE from APPCB for the proposed **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT**. The broad outline of scope of work to be carried out by the consultant is outlined below. This need not be complete / exhaustive. The consultant bidder is excepted to render the complete services as specified by MoEF&CC from time to time so that the objective of obtaining Environmental Clearance (EC) and Consent For Establishment (CFE) subsequent to according Environmental Clearance for the **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** is achieved.

The Consultant shall carry out the studies duly referring the Technical Guidance Manual for Industrial Estates, Approved Terms of Reference (ToR) / Standard ToR provided (as the case may be) by the Ministry of Environment, Forest & Climate Change (MoEF&CC), GoI for Industrial Estates (under Category 'A' and Project/Activity 7 (C)), including all its proposed infrastructure components and other applicable guidelines for preparation of ESIA/EMP report for Project/Activities required for Environment Clearance for **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** from MoEF&CC, APPCB and other relevant authorities.

3.2 Form 1, ToR and Pre feasibility Report

- a) Form - 1 application
- b) Preparation of draft Terms of Reference (ToR) for carrying out ESIA study
- c) Coordinate effectively with Master Planning consultant, Review/finalisation of Prefeasibility report as per MoEF&CC prescribed format (including alternate site analysis) for submission along with Form-1 & Draft ToR.
- d) Submission of above documents to MoEF&CC & coordinate/follow ups with MoEF&CC for earliest EAC Meeting Schedule.

[REQUEST FOR PROPOSAL]

- e) Presentation on the above and attending Expert Appraisal Committee (EAC) meeting for ToR approval at MoEF&CC.

3.3 Generation and Analysis of the Baseline Environmental & Social Data:

Baseline Environmental Status in respect of different environmental & social components would be determined. Generation of Environmental Baseline Data within 10 km radius or more (study area) as specified by MoEF&CC of the proposed **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** shall be carried out. The number of monitoring stations/sampling locations, total number of samples, list of parameters, sampling period and frequency for each activity for generation of environmental baseline data shall be done as stipulated in approved ToR/Standard ToR (as the case may be). The monitoring locations shall be identified scientifically keeping in view of the guidelines of MoEF&CC as well as site specific sensitive aspects. Past and existing data/information as may be available from various sources shall be collected, compiled and analyzed. Local enquiries shall also be undertaken to obtain the relevant details. A field monitoring/study programme shall be prepared and submitted to the Authority prior to initiation of monitoring.

- a) Submit the details of the land use break-up for the proposed project. Details of LU analysis around 10 km radius of the project site (study area) shall be carried. Analysis should be made based on latest satellite imagery for land use with raw images. Check on flood plain of any river/streams, if any.
- b) Assessment of the present status (baseline data) of Meteorology, Air, Noise, Water (both Surface & Groundwater) , Soil/Land, Land Use/Land Cover, and Biological Components of Environment including parameters of Human interest (Socio-Economic & Health conditions) within the project impact area as per regulatory requirements considering the project site and its surrounding features, Primary surveys for Flora & Fauna (Bio diversity aspects), natural hazards etc. The environmentally/ecologically sensitive locations such as such as National parks, Wild Life Sanctuaries and Reserve Forests etc. shall be mapped w.r.t. the project site and study region.

3.3 Sampling and Analysis:

Generation of Environmental Baseline Data within 10 km radius or more as specified by Competent Authority from the proposed **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** The number of stations, total number of samples, list of parameters, sampling period and frequency for each activity for generation of environmental baseline data shall be is as follows:

3.3.1 Air Environment

- a) Installation of meteorological station (one location) for continuous monitoring of meteorological parameters using Automatic weather monitoring station at proposed PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT and collection of meteorological data viz., wind speed & direction, humidity, temperature, cloud cover and rainfall.
- b) Monitoring of existing status of ambient air quality by using GPS to get accuracy in the project impact area. The sampling frequency and monitoring shall be as ordered by the competent Authority (MoEF&CC).
- c) Identification, quantification and evaluation of other potential emissions if any, within the impact zone.

3.3.2 Noise Environment:

- a) Monitoring of noise levels within the study area. The frequency of sampling and monitoring period shall be as directed by the Competent Authority.
- b) Prediction and evaluation of impacts due to rise in noise levels arising out of the proposed project on the surrounding environment.
- c) Recommendations on mitigation measures for noise pollution during construction and operation phases.

3.3.3 Water Environment:

- a) Monitoring of ground and surface water resources within the study area to be collected and analyzed for various physical, chemical parameters as directed by competent Authority for the proposed PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT.
- b) Recommending available advanced technologies for treating waste water and to discharge into Marine.
- c) Preparation of Water & Material balance diagrams for Projects/Components.
- d) Recommending the facilities to be taken up in the PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT by the individual unit and/or as common facilities for waste collection, treatment, recycling and disposal (all effluent, emission and refuse including MSW, and hazardous wastes) etc.
- e) Recommending suitable locations for rain water harvesting pits/structures such as Dykes.

3.3.4 Biological Environment:

Vegetation pattern shall be identified based on literature survey and primary field investigations. A list of flora and fauna of terrestrial & Aquatic ecosystem within the study area shall be prepared. Endangered and dominant plant species area shall be identified and listed out. Flora and fauna in project area shall be assessed through field observations and also information collected from available secondary data sources.

Flora and Fauna:

Flora and fauna in study area shall be assessed and Floral Diversity and Species Inventory Sampling of vegetation will be done using selected samples of 10 m x 10 m belt transects for tree species, 5 m x 5 m quadrates for shrub species and 1 m x 1 m quadrates for herb species.

Faunal Diversity and Species Inventory:

Inventory of animal species will be prepared based on following methodology:

- Direct observation during field visits
- Interviewing local villagers and forest officials
- Secondary sources such as published literature on fauna

Bio-diversity index and relative abundance index of different types of flora shall be established. Number of good old trees, tree cover in different areas shall be established. Canopy cover of trees in different areas shall also be established.

The environmentally/ecologically sensitive locations such as such as National parks, Wild Life Sanctuaries and Reserve Forests etc., shall be mapped w.r.t. the project site and study region.

The impacts on ecology shall be assessed and measures shall be suggested for minimizing impact.

3.3.5 Land Environment:

- a) Studies on soil characteristics by collecting soil samples at proposed IP for analyzing physical-chemical parameters, as per the norms / guide lines of MoEF&CC.
- b) Impact identification on land use pattern.

3.3.6 Socio -Economic and Health environment

[REQUEST FOR PROPOSAL]

- a) Primary data shall be collected within the project site to assess the project affected families/structures etc and mapped in coordination with master planning consultant.
- b) Collection of socio economic data in the project impact area such as infrastructure resource base , economic resource base, health status, cultural and visual attributes etc at the study area.
- c) Projection of anticipated changes due to the project and delineation of measures to minimize the impacts.
- d) Assessment of places of historical/archaeological importance in the project impact area.
- e) Assessment of economic benefits to the society and environment.

3.4. Environment Impact Assessment (EIA) and Environment Management Plan (EMP)

- a) Impact identification, prediction and Evaluation for Construction and Operational Phases of **IP** for all environmental attributes.
 - Being an integrated project, Impacts shall cover external as well as internal infrastructure proposed for the project.
 - Air Quality model studies in case of emissions anticipated from proposed **IP**. Noise modelling using standard models and other impact predictions.
- b) Preparation of Environmental Management Plan (EMP) including monitoring and mitigation measures & cost estimates.
- c) Hazard identification, Risk Analysis & Assessment and Disaster Management Plan including Emergency evacuation plan during natural and man-made disaster.
- d) Legal Framework for implementation of Environmental Clearance conditions and Study Grievance Redressal Mechanism exists at APIIC and recommend modifications if any.
- e) Preparation of Draft ESIA report as per approved ToR/Standard ToR (as the case may be) duly keeping in view of applicable guidance manuals of MoEF&CC.
- f) Preparation of Executive Summaries in English and Telugu languages for Public Hearing.
- g) Coordinate with APPCB officials, APIIC Zonal Office and other departments during the public hearing process including notification/advertisement issue, coordinating meeting arrangements with APIIC Zonal office, assist APIIC during prior consultations with local representatives if any for ensuring smooth conduct of the public hearing etc.
- h) Preparation of presentation to be given in public hearing.

[REQUEST FOR PROPOSAL]

- i) Attending Public Hearing including delivering Speech in Telugu during Public Hearing regarding ESIA studies
- j) Preparation of draft responses for public hearing minutes
- k) Preparation of Final ESIA report
- l) Preparation of Environmental Appraisal Questionnaire
- m) Preparation of presentation to be given to MoEF&CC
- n) Presentation & Technical Assistance during EC approval meeting at MoEF&CC

3.5 Social Impact Assessment (SIA) and Resettlement and Rehabilitation (R&R) action plan

The focus of SIA is to identify and study the local population likely to be affected by the project either directly or indirectly and undertake a primary survey. The scope of the study in particular includes but not limited to the following:

- a) Identification of key social issues associated with the proposed project and specifies the project's social development outcomes;
- b) Assessment of potential social and economic impacts both during the construction phase and in the operation phase;
- c) Review of policies, acts, regulations and other provisions that related to resettlement and rehabilitation of project affected people and other social issues;
- d) Social screening of various project components and likely impacts in terms of land taking (loss of houses, livelihood, etc.), and resultant involuntary resettlement and provide inputs (in terms of magnitude of impacts and likely costs for mitigation) in preparing appropriate mitigation plans duly keeping in view of prevailing Government of Andhra Pradesh (GoAP) Land Acquisition Acts and Rules.
- e) Screening of the social development issues in the project area and its vicinity and design the social services that may be provided by the project in order to improve the quality of life and achieve the projects economic and social goals;
- f) Updating the profile of the population and available infrastructure facilities for services in the project affected area
- g) Stakeholder consultation on matters relating to project design, objectives, and implementation and provide specific recommendations to avoid/minimize high social risks;

[REQUEST FOR PROPOSAL]

- h) Screening of the social development issues in the project area and its vicinity and accordingly design the social services that may have to be provided by the project in order to improve the quality of life;
- i) Identification of likely loss of community assets (e.g. school, community assets) including the religious structures and common property resources (e.g. forest, grazing land) the impacts of their loss on the local population;
- j) Assessment of the capacity institutions and mechanisms for implementing social development aspects of the project implementation including the social safeguard plans and recommend capacity building measures;and,
- k) Developing the monitoring and evaluation mechanism to assess the social development outcomes;
- l) Preparation of Corporate Social Responsibility (CSR) plan covering detailed description and cost estimates as per MoEF&CC guidelines.
- m) Preparation of R&R plan as per prevailing Acts/Rules/Regulations.
- n) CRZ studies & clearance , Marine studies for treated waste water discharge into marine outfall. CRZ map indicating HTL and LTL demarcated by an authorized agency.**
- o) If any other mandatory studies for CRZ clearance& Marine outfall for obtaining Environmental Clearance for Pharma Cluster.**

BOTH EIA & SIA STUDIES SHALL BE COMBINED AND PRESENTED IN A SINGLE REPORT AS ESIA REPORT AT ALL STAGES.

3.6 Consent for Establishment (CFE)

The consultant shall prepare all the necessary documents including filing of applications through Industries Single Desk portal, Appraisal questionnaires etc. as required for obtaining the CFE for implementation of the project.

The consultant should coordinate with APPCB and be available during the field visit made by APPCB. The consultant shall provide all the necessary technical assistance while obtaining the CFE.

The consultant shall make the presentation and appraise the project before the CFE committee for approval.

SECTION IV

TERMS AND CONDITIONS

- 4.1 All the tasks related in obtaining prior Environmental Clearance (EC) & CFE for the proposed **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** would be in accordance with procedure laid down in Environment (protection Act) 1986, EIA notification 2006 and amendments thereon issued by MoEF&CC. The scope of work is discussed at **Section-III** in addition to the following:
- a) Effectively coordinate with Master planning consultant appointed by the Authority for all required details and report such as PFR, DPR/Master planning Report etc. as required from time to time for timely completion of studies and obtaining environmental clearances (EC & CFE).
 - b) Collection of Baseline data based on various factors and CPCB guidelines. Site screening study of ESIA based on the TOR approved by competent Authority and suggested EMP, study of alternatives, sites etc.
 - c) ESIA study shall also include all necessary external infrastructure linkages as the project is an integrated project.
 - d) Transportation Management Plan.
 - e) Quarry & Burrow Area management plan
 - f) Power point presentation before the committee at different stages of appraisal of project.
 - g) Supply of required number of documents for Environmental Public Hearing/consultation, including defending the Authority during Public Hearing/consultation
 - h) Any other which is required for obtaining EC & CFE
 - i) The Consultant has to submit/upload the documents to be submitted to AP-PCB/MoEF&CC.
 - j) The Consultant has to attend this office whenever required by the APIIC.
 - k) The services of consultant will be treated as complete only after such services carried out by the Consultants are approved by Authority and accepted by the Competent Authority. Work shall be completed by the Consultants according to the time schedule in the RFP. The works throughout the stipulated period of contract shall be carried out with due diligence.
 - l) In the event of the Consultant's firm closing its business or failing to complete balance work within reasonable time, the Authority will have the power to employ any other agency to complete the work at the cost of the original Consultant.
 - m) In the event of the failure on the part of Consultant to complete their work, committing a breach of any one or more of the terms and conditions of the agreement, the Authority will be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law.

[REQUEST FOR PROPOSAL]

- n) The Consultants shall supply required number of copies of report and forms etc. from time to time that are needed in connection with the obtaining Environmental clearance & CFE without any additional cost to Authority.
- o) The consultant has to provide services for attending the services as per the approved TOR, related with this project, if ordered by the competent authority without any extra cost to Authority.
- p) The consultant has to do the Liaison with competent authority without any extra cost.

4.2 Stages of payment of consultancy fee:

The payment towards the consultation fee will be paid by the Authority to the consultant in the following stages/milestones for PART-A services (Rapid ESIA Study, EC & CFE) and at the specified percentage of total contract amount. The consultant has to furnish the invoice at appropriate stage of work to the Authority so as to make the payment.

S.No	Payment Milestone/Stage (PART-A Services)	Consultancy Fee (Part - A)
1	On Submission of Form-1 & Draft Terms of Reference (ToR) for ESIA Study to MoEF&CC	10%
2	On Approval of ToR by MoEF&CC	10%
3	On Completion of Base line Environmental Studies and Submission of Draft ESIA Report to APIIC	30%
4	On Completion of Public Hearing & Receipt of Minutes from APPCB	10%
5	On Submission of Final ESIA Report to MoEF&CC	15%
6	On receipt of Environmental Clearance (EC) from MoEF&CC	15%
7	On Receipt of Consent for Establishment (CFE) from APPCB	10%

In case Expert Appraisal Committee (EAC) recommends Comprehensive ESIA studies for the project, the payment towards the additional consultation fee will be paid by the Authority to the consultant in the following stages/milestones for PART-B services (Additional Fee for Comprehensive ESIA Study with additional Two (2) seasons base-line environmental data other than monsoon season, ESIA Report etc.) and at the specified percentage of fee for Part -B services. The consultant has to furnish the invoice at appropriate stage of work to the Authority so as to make the payment.

[REQUEST FOR PROPOSAL]

S.No	Payment Milestone/Stage (PART-B Services)	Consultancy Fee (Part - B)
1	On Completion of Additional Two Seasons Base line Environmental Studies and Submission of Draft ESIA Report to APIIC	40%
2	On Submission of Final ESIA Report to MoEF&CC	30%
3	On receipt of Environmental Clearance (EC) from MoEF&CC	30%

- The consultant shall make his own arrangements for all the equipment needed for conducting requisite sampling, tests at project site. The consultant shall have a valid insurance cover at least equal to three times of the agreement value.
- **INCOME TAX:** Income tax at the applicable rate as decided by Govt. of India from time to time will be deducted from the Gross amount of each bill.
- **SUBLETTING:** The assignment shall not be sublet either in full or partial to others or no transfer shall be made by power of Attorney authorising others to receive the payment on consultant's behalf. However, in case of Consultant has no Laboratory for baseline monitoring, a Laboratory/Agency (MoEF&CC accredited) for the same may be engaged by the Consultant with prior approval of Authority. The consultant is responsible for the adequacy & accuracy of the baseline data generated by such Agency during the ESIA study.

4.2.1 Deliverables and Time Schedule:

The following rate of progress will be required to be maintained by the consultant. The date of commencement of work is date of issuance of LoA by the Authority.

The consultant shall give separate time schedule for early completion of assignment with accelerated programme by taking parallel activities. It is imperative that the work progress well ahead of the rate of progress given below.

The period for completion of whole assignment is 12 (Twelve) months with the following milestones / deliverables (for RAPID ESIA Study i.e., Part-A services).

[REQUEST FOR PROPOSAL]

Sl.No.	No. of months from the date of issuance of LoA	Expected deliverables by the consultant
1	Within one (1) month	✓ Submission of Form-1, prefeasibility report, draft ToR for appraisal by EAC concerned at MoEF&CC.
2	Within Five (5) months	✓ Submission of Draft ESIA & EMP reports as per approved ToR/Standard ToR (as the case may be).
3	Within Eight (8) months	✓ Submission of Final ESIA report duly incorporating minutes of PH/ Consultation for appraisal by Committe (MoEF &CC)
4	Within Ten(10) months	✓ Obtaining Environmental Clearance from MoEF&CC
5	Within Twelve (12) months	✓ Obtaining CFE from APPCB subsequent to EC accorded by MoEF&CC

Note: In case of any delay in approval from MoEF&CC (ToR), public Hearing etc. suitable extension will be granted by the Authority.

In case of Comprehensive ESIA study, the Draft ESIA report with two additional seasons baseline data, impact prediction, evaluation etc. shall be submitted to APIIC within One (1) month from the date of completion of additional baseline monitoring.

Detailed programme (Activity Schedule) shall be prepared in the form of bar chart for various activities of assignment by the consultant keeping in view the total period allocated for the assignment which shall be approved by the authority.

The entire assignment shall be completed within the above period. The consultant shall pay liquidated damages to the Authority at the rate of 2% of contract amount per month subject to maximum of 10% of contract (bid) amount, if the assignment is delayed by the consultant without valid reasons. Authority will deduct the liquidated damages imposed if any from the payments due to the consultant from time to time considering the deliverables fixed for the consultant. Payment of liquidated damages does not affect / alter the consultant's liabilities.

However in case of delay in completion of task due to reasons beyond the control of the consultant, suitable extension of time will be granted by the Authority without any compensation to the consultant.

[REQUEST FOR PROPOSAL]

SECTION V FORMATS FOR SUBMISSION OF PROPOSAL TECHNICAL BID

Annexure I

Dated :.....

To,
Chief Engineer-Central
Andhra Pradesh Industrial Infrastructure Corporation Limited
59/A-8/12-4, Flat No.502, Vijaya Residency, 5th floor ,
Near Funtime Club, Srivasavi Nagar, Vijayawada - 520 008.

Sub: Request for Proposal for selection of Consult for carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the overall **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** - Technical Bid - Submitted.

Ref: RFP issued by APIIC dated /02/2018.

Dear Sir,

Having examined the pre-qualification document indicating scope of works, I/We hereby submit our proposal together with all the necessary information and relevant documents for empanelling us with APIIC for the

**Professional Services for ESIA/EMP studies for PHARMA CLUSTER
THAMMINAPATNAM, SPSR.NELLORE DISTRICT**

The proposal is made by me/us on behalf of..... (Company/Firm/ Association of individuals) in the capacity of duly authorized to submit the proposal.

I/We understand that APIIC reserves the right to reject any proposal without assigning any reason. I/We undertake that all the information furnished by me/us in the proposal is true to the best of me/our knowledge and belief. If any of the information is found to be false on subsequent verification, I/We undertake that I/We may be excluded from the list of empanelled Consultants.

Encl: As above

AUTHORISED SIGNATORY
(Name and Designation)

Name of Firm:

Address:

[REQUEST FOR PROPOSAL]

Annexure II

Company Profile

1	Name of the Applicant Firm	
2	Ownership (Government/ PSU/ Private)	
3	Type of Organization: Proprietary firm/Partnership firm/ Public Limited Company/ Pvt. Limited Company/ Others (please specify and attach proof)	
4	(i) PAN Number (ii) GST Registration Number	
5	Name and Designation of Key Management Person(s)	
6	Date & Year of establishment of firm	
7	Number of years of experience in Consultancy Services	
8	Number of Permanent Employees	
9	Number of Permanent Employees for Consultancy Services	
10	Areas of Consultancy	
11	Core Competency	
12	Any other important information about the organization	

Signature with seal

Summary of Key Professionals

Sl. No.	Name and Designation	Experience In completed Years	Educational/ Professional Qualifications	Number of Years with the Present Employer	Areas of specialization
(1)	(2)	(3)	(4)	(5)	(6)

Signature with seal

Summary of Financial Capacity of Applicant

Year	Turnover from all sources (In Rs. Crore)	Turnover from consultancy assignments (In Rs.Crore)	Percentage share of revenue from consultancy assignments	Net profit (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)
2014-15				
2015-16				
2016-17				

- Note:** 1. Financial performance for three consecutive latest financial years for which audited accounts available should be given.
2. Audited annual accounts for the three years for which information is given in the statement above should be provided.
3. Figures given in columns (2) and (3) above must match with those given in the Audited Accounts.

Signature with seal

[REQUEST FOR PROPOSAL]

Annexure V

**Abstract of ESIA/ EMP Studies on Industrial Parks/SEZs
conducted in the Last Five Years**

S. No.*	Title of Assignment	Client/ Organization	Period of Assignment	Total Extent of the IP/Estate/SEZ in Acres.
(1)	(2)	(3)	(4)	(5)

* Should be consistent with the Sl. No. given in the Proforma I for detailed particulars of the assignment.

Signature with seal

[REQUEST FOR PROPOSAL]

Proforma I

Detailed Particulars of Assignment completed/ in-progress

1.	Title of the EIA/EMP Assignment:	2.	IPs/Estate/SEZs details a) Extent of IPs/Estates/SEZs in Acres. b) Project cost in Rs :	
3.	Geographical Coverage (States/ districts covered):	3.	Client Organization:	
4.	No. of Professional Staff employed:	5.	Start Date:(Month/Year)	
6.	Completion Date:(Month/Year)	7.	Duration of Assignment:	8. No. of Man months provided by firm:
9.	Sample details:	10.	Remuneration received by your firm for Professional Services (in Rs. lakh):	
11.	Names of associated firms, if any:	12.	No. of man-months provided by associated firms:	
13.	Name of senior professionals associated with the Study / Assignment:			
14.	Brief Description of Study / Assignment:			
15.	Exact Nature of services provided by your firm:			

Note: 1) Please use separate sheet for each assignment

Signature with seal

[REQUEST FOR PROPOSAL]

Proforma II

Format of Curriculum Vitae (CV) of Key Professionals

1.	S. No. <i>(should be consistent with the Summary of Key Professionals in Annexure III)</i>	
	Name of Staff	
2.	Position	
3.	Date of Birth	
4.	Nationality	
5.	Education <i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]</i>	
6.	Membership of Professional Associations	
7.	Training <i>[Indicate significant training since completion of education]</i>	
8.	Employment Record <i>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment period of employment, name of employing organization, positions held.]</i>	
9.	Work Undertaken in which the staff has made significant contribution	
10.	Certification:	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my self, my qualifications, and my experience.</p> <p style="text-align: right;">Date:</p> <p><i>[Signature of staff member or authorized representative of the staff]</i></p>		
11.	Name of authorized representative	
12.	Designation of authorized representative	
13.		

Note: Please provide separate CVs for each key professional

Signature with seal

[REQUEST FOR PROPOSAL]

Annexure VI

FINANCIAL BID

(On the letter head of the bidder)

Date: _____

To

Chief Engineer- Central

Andhra Pradesh Industrial Infrastructure Corporation Limited

59/A-8/12-4, Flat No.502, Vijaya Residency, 5th floor ,

Near Funtime Club, Srivasavi Nagar, Vijayawada - 520 008.

Sub: Request for Proposal for selection of Consult for carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the overall **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** - Financial Bid - Submitted.

Ref: RFP issued by APIIC dated .../02/2018.

* * * * *

1. I/We, the undersigned offer to provide the Consultancy Services for the above mentioned Assignment in accordance with the terms and conditions contained in the Bid Document (RFP).

2. Our all inclusive Bid Amount being the fee for the whole Assignment, except GST, is as below:

(a) **PART - A Services: Rapid ESIA Study with one (1) season baseline data, EC & CFE:**

Our Financial Proposal for providing PART-A consultancy Services is Rs..... (Rupees.....) which is inclusive of all taxes, other statutory levies and such other direct & indirect expenses to be incurred for the assignment (but excluding applicable GST as per prevailing norms of GoI).

(b) **PART - B Services: Comprehensive ESIA Study with additional two (2) Seasons baseline data**

Our Financial Proposal (additional fee) for providing PART-B consultancy Services is Rs..... (Rupees.....) which is inclusive of all taxes, other statutory levies and such other direct & indirect expenses to be incurred for the assignment (but excluding applicable GST as per prevailing norms of GoI).

[REQUEST FOR PROPOSAL]

The above quoted fees is exclusive of GST but inclusive of all over heads, incidentals, cost of site visits, travel expenses in attending the appraisal committee meetings, liaisoning with the office of competent authority, printing cost of documents (Reports etc complete).

3. I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

4. We further understand that APIIC reserves the right to select among Applicants who are technically qualified and accept financial bids at its discretion. We also understand that APIIC reserves the right to accept / reject any or all of the proposals received without assigning any reasons and are agreeable for the same.

Yours faithfully,

(Signature, name and designation
of the authorised signatory)

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

[REQUEST FOR PROPOSAL]

Annexure VII

POWER OF ATTORNEY TO AUTHORISED PERSON

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Name of Assignment: Selection of Consult for carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the overall **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT.**

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 and selection as the consultant for carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the overall **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT, A.P** proposed to be developed by the APIIC including but not limited to signing and submission of all Proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal 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.

[REQUEST FOR PROPOSAL]

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2018

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Notes:

- 1) 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.
- 2) 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.

[REQUEST FOR PROPOSAL]

Annexure VIII

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Chief Engineer- Central

Andhra Pradesh Industrial Infrastructure Corporation Limited

59/A-8/12-4, Flat No.502, Vijaya Residency, 5th floor ,

Near Funtime Club, Srivasavi Nagar, Vijayawada - 520 008.

- (1) M/s Andhra Pradesh Industrial Infrastructure Corporation Ltd, (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....having its office at
-(Hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an Assignment by issue of Letter of Award No. _____ dated _____ and the same having been unconditionally accepted by the Consultant resulting in a Contract valued at Rs...../-(Rupees.....only) excluding GST for "Carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the overall **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** (Hereinafter called the "Contract"), and the Consultant having agreed to furnish a Bank Guarantee to the Authority as "Performance Security as stipulated by the Authority in the said Letter of Award for performance of the above assignment amounting to Rs...../-(Rupee _____ only).
- (2) We _____ having registered office at,.....a body registered/constituted under the _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Authority immediately on demand any or, all money payable by the Agency to the extent of Rs. _____ (Rupees _____ only) as aforesaid at any time up to _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the "Authority" on the bank shall be conclusive and binding notwithstanding any difference between the consultant and the Authority or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Authority discharges this guarantee.

[REQUEST FOR PROPOSAL]

- (3) The Consultant shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Authority. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the consultant and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Authority and the consultant any other course or remedy or security available to the Authority. The bank shall not be relieved of its obligations under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.
- (4) The Bank also agrees that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Authority may have in relation to the consultancy's liabilities.
- (5) Notwithstanding anything contained herein,
- a) Our liability under this Bank Guarantee is limited to Rs. _____ (Rupees _____ only) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by Authority on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to _____.
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Authority (APIIC Ltd) serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) *The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s).*
- (ii) *The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.*
- (iii) *The bank guarantee to be signed by at least two officials of the bank.*

[REQUEST FOR PROPOSAL]

Annexure IX

DRAFT AGREEMENT

(To be entered on Rs 100/- NJS Paper)

Name of work: Consultancy services for carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the overall **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT.**

Agreement Bond No: ----- Date: -----

This agreement is made on this ----- day of -----between, **Andhra Pradesh Industrial Infrastructure Corporation Ltd., (APIIC)** having registered office **59/A-8/12-4, Flat No.501, Vijaya Residency, 5th floor, Near Funtime Club, Sri-vasavi Nagar, Vijayawada - 520 008.**

represented by Chief Engineer-Central, (hereinafter referred as "Authority" on which expression shall where the context so admits include his successors in office and assigns) of the one part.

AND

-----, a constituted company having their registered office at -----represented by its ----- (hereinafter referred as "Consultant" on which expression shall mean and include their heirs, executors, administrators, legal representatives and assigns) of the other part.

Whereas the Authority is desirous of Environmental Clearances in accordance with the EIA notification 2006 & Consent for Establishment (CFE) for the Proposed **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** and decided to engage Environmental Consultant to assist the Authority in obtaining Environmental Clearances (EC) & CFE.

Whereas the Authority has invited the Bids from NABET Accredited Consultants for this purpose and accepted the bid of ----- at Rs ----- (Rupees-----only) all inclusive but excluding GST for the completion of assignment.

Whereas the consultant has provided Bank Guarantee for Rs----- (Rupees -----only) vide Bank Guarantee No -----dated from ----- towards performance Security in accordance with the conditions of bid document.

[REQUEST FOR PROPOSAL]

Now it is hereby agreed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document (RFP). The conditions for RFP shall be deemed to form and be read and constrained as part of this Agreement.
2. In consideration of the payment to be made by Authority to the consultant as hereinafter mentioned, the consultants hereby covenants with the Authority to execute and complete assignment in conformity with the provisions of the contract.
3. The Authority hereby convents to pay the consultancy fee to the consultant, in consideration of assignment, completed in terms and in the manner prescribed by the contract.
4. Time shall be considered as the essence of the Agreement and the consultant hereby agrees to commence the work as soon as Letter of Award (LoA) is issued by the Authority and to complete the assignment in 12 (twelve) months from the day of issuance of LoA and to show the progress as defined in the tabular statement stated in Clause 4.2 of Section IV of RFP.

IN WITNESS WHEREOF the parties here to have caused their respective common seals to be hereinto affixed (or have hereinto set their respective hands and seals) the day and year first above written.

Signed, sealed and delivered

By the Said

By the Said

Authorised Signatory

On Behalf of the Consultant

On Behalf of the

APIIC Limited

Name & Designation

Name & Address

In the presence of witness

(Name & Address)

1.

2.

[REQUEST FOR PROPOSAL]

Annexure X

INDEMNITY BOND

This Deed of Indemnity is made on this _____ day of _____ 2018,

By

M/s _____ a company incorporated under _____ having its registered office at _____ (hereinafter referred to as the "Selected Applicant" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the FIRST PART;

In favour of

Andhra Pradesh State Industrial Infrastructure Corporation Limited, a company within the meaning of the Companies Act 2013 (incorporated under the provisions of the Companies Act, 1956), having its registered office at **59/A-8/12-4, Flat No.502, Vijaya Residency, 5th floor, Near Funtime Club, Srivasavi Nagar, Vijayawada - 520 008** (hereinafter called "Authority" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the SECOND PART.

The Selected Applicant and the Authority are hereinafter collectively referred to as the "Parties" and individually as the "Party" as the context may allow.

WHEREAS:

- (A) APIIC is the premier organization in the state of Andhra Pradesh, vested with the objective of providing Industrial infrastructure through the development of industrial areas. APIIC is the nodal agency to develop a **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT in an extent of 1892 Acres** in this regard, had issued an RFP dated _____, 2018, for the selection of an Applicant for carrying out Environmental & Social Impact Assessment (ESIA) studies and obtain the Environmental Clearance (EC) MoEF&CC and Consent for Establishment (CFE) from APPCB for the overall **PHARMA CLUSTER THAMMINAPATNAM, SPSR.NELLORE DISTRICT** (hereinafter referred to as the "Project").

[REQUEST FOR PROPOSAL]

- (B) M/s. APIIC Limited had accepted the application of _____ and issued its letter of acceptance vide Lr. No. _____ dated _____ to the M/s _____. Now, a Consultancy Services Agreement is to be signed between the Parties.
- (C) M/s. APIIC Limited has required the Selected Applicant to indemnify it against any damages, claims, costs, expenses or losses that it may suffer due to any deficiency, negligence or wilful misconduct of the Selected Applicant in respect of the Project.

It is now agreed by and between the Parties that the Selected Applicant shall hold APIIC harmless and keep it indemnified against any losses, claims, damages, costs, expenses which may arise out of any deficiency, direct or gross negligence, or wilful misconduct of the Selected Applicant arising out of or in respect of the Project.

IN WITNESS WHEREOF the Parties hereto have executed these presents the day the year First hereinabove written.

For and on Behalf of:

M/s. APIIC Limited.

For and on Behalf of M/s _____: