



**REQUEST FOR PROPOSAL
FOR
SELECTION OF A TRANSACTION ADVISOR (TA)
FOR ESTABLISHMENT OF PROJECT
MANAGEMENT UNIT (PMU) IN PPP CELL OF
FINANCE DEPARTMENT**

RfP No. APCFSS/PPP-PMU-TA/2024/01, dated 02/11/2024



**ANDHRA PRADESH CENTRE FOR FINANCIAL SYSTEMS &
SERVICES. (APCFSS)**

3rd Floor, Nidhi Bhavan, Mangalagiri, Guntur District, Andhra Pradesh.

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DISCLAIMER

The information contained in this Request for Proposal (RfP) document or information provided subsequently to Bidder(s) whether verbally or in documentary or email form by or on behalf of the Tender Inviting Authority is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RfP is neither an agreement nor an offer and is only an invitation by the Tender Inviting Authority to the interested parties for submission of bids. The purpose of this RfP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RfP includes statements, which reflect various assumptions and assessments arrived at, by the Tender Inviting Authority. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigation and analyses and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from appropriate sources.

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

The Tender Inviting Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability 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 bid stage. The Tender Inviting Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfP.

The Tender Inviting Authority reserves the right not to proceed with the selection of a Bidder or to change the process or procedure to be applied, and also the right to decline to discuss the process further with any Bidder. The Tender Inviting Authority may in his/her absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Tender Inviting Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, and the Tender Inviting Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Tender Inviting Authority reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RfP, without assigning any reason or providing any notice and without accepting any liability for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of the Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentation which may be required by the Tender Inviting Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Tender Inviting Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, regardless of the conduct or outcome of the Bidding process.

TABLE OF KEY DETAILS

SUBJECT / EVENT	DETAILS
GENERAL DETAILS	
Request for Proposal (RfP) No.	RfP No. APCFSS/PPP-PMU-TA/2024/01, dated 02/11/2024
Title of the RfP	Selection of a Transaction Advisor (TA) for Establishment of Project Management Unit (PMU) in PPP Cell of Finance Department
Tender Inviting Authority (TIA) (on behalf of the PMU, PPP Cell, Finance Dept., GoAP.)	The Chief Executive Officer (CEO), Andhra Pradesh Centre for Financial Systems and Services (APCFSS), 3rd Floor, Nidhi Bhavan, Mangalagiri, Guntur District, Andhra Pradesh.
Contracting Authority (on behalf of the PMU, PPP Cell, Finance Dept., GoAP.)	The Chief Executive Officer (CEO), Andhra Pradesh Centre for Financial Systems and Services (APCFSS),
BID PROCESSING FEE & EMD	
Bid Processing Fee (non-refundable)	A non-refundable Bid Processing Fee of Rs. 10,000/- (Rupees Ten Thousand Only) to be paid while submitting the bid online
Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh Only) to be paid on-line at https://tender.apecurement.gov.in at the time of submission of the bid
Performance Guarantee (PG) by the Successful Bidder	5% of the Total Contract Value, to be submitted in the form of a Bank Guarantee from a Nationalized Bank
Whether Consortium and Sub-contracting Allowed	Not allowed
SCHEDULE OF KEY EVENTS	
Availability of RfP	At https://tender.apecurement.gov.in from 02-11-2024
Submission of Queries related to RfP	To be forwarded to tenders@apcfss.in by 5.30 PM on 05-11-2024
Publishing of Addenda / Corrigenda / Answers to Queries, if any	At https://tender.apecurement.gov.in
Last Date for On-line Submission of Bids	To be submitted on-line at https://tender.apecurement.gov.in , by 05.30 PM on 07-11-2024
Opening of Technical Bids	After 5.30 PM on 07-11-2024
Opening of Financial Bids	At 11.00 AM on 11-11-2024

KEY DEFINITIONS

In this RfP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them here below:

1. "Applicable Law" means all the laws, Acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect, in the context of this RfP.
2. "Authorized Signatory" means the Person Authorized by the bidder firm to sign the bid, correspond with the Bid Inviting Authority, make representation to the Bid Inviting Authority as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/ her favour.
3. "Bid" means the Technical Bid, Financial Bid, Bid Processing Fee, EMD and any other documents submitted by the Bidder(s) in response to this and as per the provisions of this RFP.
4. "Bidder" means any Company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time) / Limited Liability Firm (LLP) incorporated under Limited Liability Partnership Act, 2008 / Society Registered under Societies Registration Act 1860, who submits a Bid under this RFP within the stipulated Due Date and Time of Submission.
5. "Bid Process / Selection Process" means the process of selection of the Successful Bidder through a competitive bidding process, wherein the bids submitted by the bidders are scrutinized and evaluated as set forth in this RfP.
6. "Earnest Money Deposit (EMD)" means Security to be furnished by the Bidder at the time of submission of the bid, in accordance with the provisions of RfP.
7. "Successful Bidder" means the Bidder, who stands with a highest final score (combined technical and financial scores as per weightages assigned) as a result of bid evaluation process and as per the provisions of this RfP.
8. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Tender Inviting Authority) who is or has been associated in any manner, directly or indirectly, with the

Bidding Process or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Tender Inviting Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Tender Inviting Authority to any matter concerning the Project.

9. "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.
10. "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.
11. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Tender Inviting 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.
12. "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.

BID DETAILS

I. CONTEXT OF THE BID

As part of its endeavour to create avenues and ecosystem for private investments through Public Private Partnerships (PPPs), the Govt. of Andhra Pradesh intends to undertake PPP projects, which have remained subdued due to dearth of technical and financial expertise. Given the complexities involved in implementing PPP projects, and the critical support required to drive the entire value chain of PPP infrastructure development, GoAP is planning to establish a Project Management Unit (PMU) in the Public Private Partnerships Cell (PPP Cell) of the Finance Department, with the financial support of the Government of India under the India Infrastructure Project Development Fund (IIPDF).

The PMU is envisaged to work in close coordination with the line departments and assist them in preparing as well as achieving short-term and medium-term infrastructure goals, formulating and implementing State's Infrastructure PPP policy and undertaking pre-feasibility studies, involving financial & technical viability of potential projects. In the initial stage the line departments identified are: (a) Infrastructure & Investment; (b) Industries & Commerce; (c) Transport & Roads (TR&B); (d) Municipal Administration & Urban Development (MA&UD). In the next phase, the State Government plans to take up PPP projects in other departments.

In this context, GoAP desired to seek expert Transaction Advisory services for establishment and operationalizing the said PMU. Accordingly, on behalf of the Finance Department, Tender Inviting Authority (CEO, APCFSS) specified in the Table of Key Details, is inviting proposals from eligible DEA empanelled Transaction Advisors in response to this RfP No. APCFSS/PPP-PMU-TA/2024/01, dated 02/11/2024, titled as "Selection of a Transaction Advisor (TA) for Establishment of Project Management Unit (PMU) in PPP Cell of Finance Department"

II. SCOPE OF WORK

1. DESCRIPTION OF WORK

- a) The Successful Bidder shall support the following Departments for taking up infrastructure projects through PPP mode.
 - i. Infrastructure & Investments (I&I) Department
 - ii. Industries & Commerce (I&C) Department
 - iii. Transport, Roads & Buildings (TR&B) Department
 - iv. Municipal Administration & Urban Development (MA&UD) Department
 - v. Panchayat Raj & Rural Development (PR&RD) Department
 - vi. Health, Medical & Family Welfare Department
- b) With reference to the infrastructure projects in the above identified Departments, the Successful Bidder shall carry out the following activities.
 - i. Interact with the above identified Departments and conduct infrastructure gap analysis and prepare a shelf of infrastructure projects, which can be taken up in PPP mode, as per the GoAP priorities
 - ii. Prepare at least two (2) Feasibility Reports for each of the above identified infrastructure departments, which comes to a total of twelve (12). This requires preparation of at least three (3) feasibility reports in each six-month period throughout the total engagement period.
 - iii. Prepare Detailed Project Reports (DPRs) and bid documents like RFQ, RFP and Concession Agreement, for at least eight (8) potential projects from the above identified departments. This requires preparation of DPRs and Bid Documents for at least two (2) projects in each six-month period throughout the total engagement period.
 - iv. Complete Bid Process Management for at least four (4) potential projects in the above identified Departments and handhold the Departments concerned in obtaining required Viability Gap Funding (VGF). This requires completion of bid process for at least one (1) project in each six-month period throughout the total engagement period.

- c) The selected Successful Bidder shall also carry out the following activities as part of functioning of the PMU.
- i. Establishment of PMU in the PPP Cell of Finance Department, GoAP
 - ii. Study the present PPP Project Appraisal & Approval mechanisms and suggest measures for strengthening the same
 - iii. Review and Appraisal of PPP project proposals submitted by Govt Departments for provision of Viability Gap Funding, including but not limited to review of cost estimates, commercial and financial structuring assumptions, transaction documentation, and PPP structure, etc.
 - iv. Review and monitoring of PPP Projects regarding their implementation, execution, operation, and management, based on the information provided by Implementing Agencies.
 - v. Assist the line departments in identification of project risks and help in identifying ways to deal with the same in an efficient and economic manner
 - vi. Familiarise and guide the infrastructure departments of GoAP about the process under IIPDF & VGF Scheme of India.
 - vii. Conduct PPP Capacity building interactive workshops, once in every quarter for the officials of the Government departments.
 - viii. Any other activity incidental to the activities mentioned above and relevant to the strategic objectives/mandate of the PPP Cell

2. PERSONNEL SUGGESTED TO BE DEPLOYED

The following personnel shall be deployed on the project to execute the scope of work of this RfP.

Sl. No.	Position / Role	Number	Minimum Profile Requirements
1	Team Leader (on-site & off-site --- Part time)	1	<ul style="list-style-type: none"> • MBA / CA / CFA / BE / B Tech / B.Arch. or equivalent • Minimum 12 years of project experience in transaction Advisory • Should have led a team for transaction advisory of at least 5 similar assignments

			for State Government / Central Government / Public Sector organizations
2	Deputy Team Leader cum Finance Expert (on-site --- Full time)	1	<ul style="list-style-type: none"> • MBA / CA / CFA or equivalent • Minimum 8 years of project experience as Finance Expert / PPP Expert • Should have experience in the preparation of financial models and bid documents • Should have worked on at least 3 similar assignments for State Government / Central Government / Public Sector organizations
3	Sector Expert (on-site & off-site --- Part time)	6 (@ one for each identified Dept.)	<ul style="list-style-type: none"> • Post-graduate Degree / Diploma in the relevant discipline • Minimum 8 years of experience in infrastructure projects as a Sector Expert in the sector concerned • Should have worked on at least 3 similar assignments for State Government / Central Government / Public Sector organizations
4	Legal Expert cum Contract Specialist (on-site & off-site --- Part time)	1	<ul style="list-style-type: none"> • Bachelor's Degree in Law • Minimum 8 years of experience as a Legal / Contracts Expert in infrastructure projects • Should have worked on at least 3 similar assignments for State Government / Central Government / Public Sector organizations
5	Consultant (on-site --- Full time)	1	<ul style="list-style-type: none"> • MBA / CA / CFA / BE / B Tech / B.Arch. or equivalent • Minimum 5 years of experience in infrastructure projects • Should have worked on at least 2 similar assignments for State Government / Central Government / Public Sector organizations

3. PERIOD OF ENGAGEMENT

The Successful Bidder shall be engaged for a period of two (2) years from the date of initiation of the project.

4. DELIVERABLES

- a) The Successful Bidder is required to submit all deliverables within the engagement period as outlined in the Project Implementation Schedule detailed in the Annexure of the RFP.
- b) In addition to the specified deliverables, the Successful Bidder shall submit an Inception Report within one month from the project initiation date and a Project Closure Report in the final month of the engagement period.

5. REPORTING ARRANGEMENTS

- c) The team deployed by the Successful Bidder shall report to the Secretary (B&IF) and coordinate with the PPP Expert from the PPP Cell for day-to-day activities
- d) The Successful Bidder shall submit Monthly Activity Reports and Quarterly Progress Reports and deliverables outlined in the Annexure of the RFP to the PPP Expert of the PPP Cell and shall obtain Acceptance to the deliverables

6. SCHEDULE OF PAYMENTS

- a) Payments shall be released quarterly to the Successful Bidder upon submission of the Invoices along with the Acceptance given by the Reporting Authority for the deliverables of the respective quarter
- b) Payments shall be released subject to receipt of funds from the DEA, GoI.
- c) Mere submission of Invoices, if not complied with the terms and conditions of the contract, shall not confer any right to the Successful Bidder to ask for the payment concerned, and invoices thus submitted will be considered invalid.

7. OTHER SPECIFIC TERMS

- a) Mere deployment of resources shall not confer any right to the Successful Bidder for claiming completion of the activities specified in this scope of work. The responsibility of ensuring that the human resources deployed in the

PMU deliver the work as per this scope of work entirely lies with the Successful Bidder.

- b) Replacement of a human resource already deployed in the PMU shall be done only upon approval of such replacement by the competent authority.

III. INSTRUCTIONS TO THE BIDDERS

The bidders are required to follow the instructions given below during the bid process.

1. PRE-BID ACTIVITIES

a) Pre-Bid queries

- i. Bidders requiring any clarification on the RfP may notify the Tender Inviting Authority through the email provided in the 'Table of Key Details'. Queries should be framed and sent in the following format.

RfP No.		Title	
Sl. No.	RFP Page No.	Clause No.	Query

- ii. They should send in their queries on or before the date mentioned in the 'Table of Key Details'. The Tender Inviting Authority shall endeavour to respond to the queries within a short span of time prior to the Bid Submission Date. However, the Tender Inviting 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 Tender Inviting Authority to respond to any question or to provide any clarification.
- iii. The Tender Inviting Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Tender Inviting Authority shall be deemed to be part of the RfP Document. Verbal clarifications and information given by the Tender Inviting Authority or its employees or representatives shall not in any way or manner be binding on the Tender Inviting Authority.

- iv. Not sending queries or asking for clarifications shall not be a cause for disqualification of a Bidder. However, modifications / clarifications / Addenda / Corrigenda issued by the Tender Inviting Authority shall be legally binding on all the Bidders and shall form part of the Request for Proposal (RfP)..

b) Amendments to this Request for Proposal (RfP)

It should be noted that at any time prior to the deadline for submission of bids, the Tender Inviting Authority, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, may add / modify / delete any portion of this Request for Proposal (RfP) document by issuance of required Corrigenda / Addenda, which will be published on the website given in the 'Table of Key Details'. The same may also be sent to the prospective bidders directly, based on the sole discretion of the Tender Inviting Authority, if it is deemed required under the circumstances.

2. SUBMISSION OF BID

a) Submission of Bid Processing Fee

The Bid Processing Fee has to be paid as specified in the "Table of Key Details". This Bid Processing Fee is non-refundable

b) Submission of Earnest Money Deposit (EMD)

- i. The amount of EMD has to be paid online by the bidder, at the time of submission of the bid.
- ii. Bidders may note the following in this regard:
 - 1) No interest shall be payable on EMD under any circumstances.
 - 2) EMD of the Unsuccessful Bidders shall be returned within 60 (sixty) days from either the date of expiration of the proposal validity or after awarding tender to the Successful Bidder, whichever is earlier.
 - 3) In case of successful bidder, the EMD shall either be returned upon signing of agreement and submission of required

Performance Guarantee as specified, or adjusted in the Performance Guarantee, at the sole discretion of the Tender Inviting Authority.

- 4) The EMD shall be forfeited on account of one or more the following reasons:-
 - a. If the Bidder withdraws his bid during the period of bid validity
 - b. If Information given in the bid submitted by the Bidder is found inaccurate / incomplete.
 - c. If the Bidder indulges in any such activities that would jeopardize the interest of the Tender Inviting Authority or would prevent timely finalization of the Bids.
 - d. If the Bidder fails to furnish Performance Guarantee as specified.
 - e. If the Bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder).
 - f. If the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice.
- 5) The decision of Tender Inviting Authority regarding forfeiture of the EMD shall be final and shall not be called upon to question under any circumstances.

c) Submission of Technical Bid

- i. The Bidders shall submit Technical Bid online only at the website mentioned in the 'Table of Key Details'
- ii. All the original documents to be uploaded as a part of technical bid, including the Technical Bid Cover Letter, shall be colour scanned so that all stampings, seals, etc., if any, shall be visible and legible clearly.
- iii. The Tender Inviting Authority may request the bidders in writing, to forward the technical bid documents submitted by them online, to the email specified in the "Table of Key Details", in case there is a technical snag in the AP eProcurement Portal mentioned in the "Table of Key Details", because of which the technical bid documents could not be downloaded for the technical evaluation.

- iv. The Tender Inviting Authority may request the bidders in writing, to submit any additional information or clarification, as required to complete technical evaluation of the bidders.

d) List of Documents to be Uploaded in Technical Bid (in PDF format)

i. Evidentiary Documents for Eligibility Evaluation

- a. Bid Form-1 : Technical Bid Cover Letter
- b. Copy of Certificate of Incorporation and Memorandum and Articles of Association / Copy of the LLP Deed, as applicable
- c. Bid Form-2: Submission of Bidder's Turnover Details along with Copies of Financial Statements, duly signed by an Auditor, for the most recent three financial years available--- to be merged as a single PDF and uploaded in the portal.
- d. Bid Form-3: Bidder's Net Worth Details & Copies of Certificates from CA on the Net Worth for the most recent three financial years available--- to be merged as a single PDF and uploaded in the portal.
- e. Letter of Empanelment from Department of Economic Affairs (DEA), Ministry of Finance, Government of India.
- f. Income Tax Returns of the last 3 Financial Years (2021-22, 2022-23 and 2023-24) and Latest GST Returns in 2024-25 --- to be merged as a single PDF and uploaded in the portal.
- g. Any other document as required by the Eligibility Criteria mentioned in this RfP

ii. Evidentiary Documents for Technical Evaluation

- a. Bid Form-4: Bidder's Experience Details and Work Orders / Work Completion Certificates, as mentioned in this RfP --- to be merged as a single PDF and uploaded in the portal.
- b. Bid Form-5: CVs of the Human Resources Proposed --- to be merged as a single PDF and uploaded in the portal.
- c. Bid Form-6: Work Plan and Methodology --- PDF to be uploaded in the portal.
- d. Any other document as required by the Technical Evaluation Criteria mentioned in this RfP

iii. Documents for Financial Evaluation

- a. Bid Form-7: Financial Bid Form, as mentioned in this RfP, to be uploaded in the portal.

e) Submission of Financial Bid

- i. The bidder shall compute the cost of executing the work as per the 'Scope of Work', timelines and other conditions specified in this RfP document and arrive at the Financial Bid accordingly.
- ii. The Bidder should quote in the e-procurement portal, the Final Project Cost, which includes all costs involved in execution of the scope of work of this RfP, including all out-of-pocket expenses, miscellaneous expenses and applicable taxes.
- iii. As part of the financial bid, a duly filled in **Bid Form-7: Financial Bid Form** should be uploaded in the e- procurement portal.
- iv. The Financial Bid shall be submitted in the currency of Indian Rupees and in the e-procurement website as specified in the 'Table of Key Details'.
- v. The price quoted shall remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed.
- vi. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

f) Bid Validity

- i. The validity of the bid submitted by the Bidder shall be for a minimum of 120 days from the date of opening of Technical Bids.
- ii. The Tender Inviting Authority reserves the right to extend the validity of offer depending upon the requirements from time to time. The EMD validity shall also be suitably extended. The Successful Bidder shall extend the Proposal Validity Period according to the requested extension till the date of execution of the Contract.

g) Language of the Bid Documents

The Technical Bid / Eligibility Evidentiary Documents and all other documents and related correspondence, in relation to the Bidding Process, shall be in English language.

h) Format and Signing of Bid

- i. Bidders are advised to study all instructions, forms, terms, requirements and other Information in the RfP document carefully. Submission of covering letter and other bid formats shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. The Bidder shall provide all the information sought under this RfP. The Tender Inviting Authority shall evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- iii. The uploaded Bid documents shall be signed by the authorized signatory in each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the authorized signatory. In case of printed and published documents, only the cover shall be initialled.

i) Last Date for Bid Submission

- i. The last dates and time for submission of the Technical and Financial Bids are specified in the 'Table of Key Details'.
- ii. The Tender Inviting Authority may, in its sole discretion, extend the Last Dates of Bid Submission by issuing a Corrigendum. In such event, all rights and obligations of the Tender Inviting Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Last Date for Bid Submission, as extended.

j) Late Bids

- i. The Tender Inviting Authority shall not be responsible for non-receipt / non submission of any bids owing to any technical issue at the said

online web portal. The bidders are requested to make online submission well in advance, to avoid any such situation.

- ii. No physical or digital documents, including bid documents, shall be submitted by the Bidder directly to the Tender Inviting Authority, unless the same is specifically sought in writing by the Tender Inviting Authority during bid evaluation process.

k) Modification and Withdrawal of Bids

- i. Bidders shall not be allowed to modify any part of their Bid after the Last Date for Bid Submission.
- ii. The Bidder may modify or substitute its Technical Bid and Financial Bid after online submission, prior to the Last Date for Bid Submission, as per the provisions of the AP eProcurement Website.

3. EVALUATION OF BIDS

a) Opening of the Technical Bids

- i. The Technical Bids received online in response to this RfP, shall be opened at the time and date specified in the 'Table of Key Details', and in the presence of the Tender Evaluation Committee.
- ii. The bids for which the Financial Bid is not submitted online shall be considered as non-responsive and shall not be opened.
- iii. The Tender Evaluation Committee shall subsequently examine and evaluate the Technical Bids in accordance with the criteria mentioned in this RfP.

b) Stage-I : Evaluation of Bidder's Eligibility

- i. The eligibility criteria for the Bidders and the respective evidentiary documents to be submitted by them are given below.

Sl. No.	Parameter	Eligibility Criteria	Documents to be Furnished
1	Registration / incorporation of the Bidder	<p>The Bidder should satisfy one of the following registration criteria</p> <ul style="list-style-type: none"> • A company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated by the Government of India from time to time) • A Limited Liability Firm (LLP) incorporated under Limited Liability Partnership Act, 2008 	<p>Copy of Certificate of Incorporation and Memorandum and Articles of Association Or Copy of the LLP Deed</p>
2	Empanelment with DEA	The Bidder should be an empanelled Transaction Advisor with the Department of Economic Affairs, Ministry of Finance, Government of India.	DEA Empanelment Letter
3	Annual Turnover	The bidder should have an average annual turnover of at least Rs. 100.00 Crore (Rupees One Hundred Crore Only) for the most recent three financial years available from transaction advisory services	Bid Form-2 : Bidder's Turnover Details & Copies of Financial Statements duly signed by Auditor for for the most recent three financial years available
4	Net Worth	The bidder should have a positive net worth in the most recent three financial years	Bid Form-3 : Bidder's Net Worth Details & Copies of Certificates from CA on the Net Worth for the most recent three financial years available
5	Track record of the Agency	The Agency should not have been blacklisted by any Central or State Government Department / Central Government Department / Government Agency / Government Undertaking / Government Corporation in the last 3 years	Self-Declaration by the Agency, included in the Technical Bid Cover Letter given at Bid Form-1
6	Conflict of Interest	The Agency should not have a conflict of interest, as described in this RfP.	Self-Declaration by the Agency, included in the Technical Bid Cover Letter given at Bid Form-1
7	Statutory Compliances	The bidder should be compliant with statutory regulations such as Income Tax, GST, etc.	<p>a) Income Tax Returns of the last 3 Financial Years (2021-22, 2022-23 and 2023-24)</p> <p>b) Latest GST Returns in 2024-25</p>

i. The eligibility of the Bidders shall be evaluated based on the evidentiary documents submitted by them as above.

- ii. Only those Bidders that are found to be eligible in the above evaluation shall be considered for the subsequent technical evaluation

c) Stage-II : Technical Evaluation

- i. A Technical Evaluation shall be carried out only for those Bids that meet the Eligibility Criteria specified above.
 ii. The marks secured in the evaluation of the technical bids constitute the bidder's Technical Score.
 iii. The criteria adopted for the Technical Evaluation shall be as below.

Sl. No.	Technical Evaluation Parameters	Evidentiary Documents to be Uploaded	Max. Marks	Method of Evaluation
1	Number of Transaction Advisory projects executed with a scope of work similar to that outlined in this tender document in the last 5 years (from 2019-20 to 2023-24) for the State Government / Central Government / Public Sector Clients	Bid Form-4 : Bidder's Experience Details (Work Orders / Work Completion Certificates concerned)	20	2 marks for each eligible project, subject to a maximum of 20 marks
2	Spread of the Transaction Advisory Projects executed with a scope of work similar to that outlined in this tender across the identified Sectors – in the last 5 years (from 2019-20 to 2023-24) for the State Government / Central Government / Public Sector Clients	Bid Form-4 : Bidder's Experience Details (Work Orders / Work Completion Certificates concerned)	10	<ul style="list-style-type: none"> • 10 marks, if the bidder's experience spans across all 6 sectors /depts. specified in the scope of work. • 8 marks, if the bidder's experience spans across 5 sectors / depts. specified in the scope of work. • 6 marks, if the bidder's experience spans across 4 sectors / depts. specified in the scope of work. • 4 marks, if the bidder's experience spans across 3 sectors / depts. specified in the scope of work.

Sl. No.	Technical Evaluation Parameters	Evidentiary Documents to be Uploaded	Max. Marks	Method of Evaluation
				<ul style="list-style-type: none"> • 2 marks, if the bidder's experience spans across 2 sectors / depts. specified in the scope of work. • 0 marks, if the bidder's experience is limited to only 1 sector / dept. specified in the scope of work.
3	Number of Transaction Advisory projects executed with a scope of work similar to that outlined in this tender document during the last 5 years (from 2019-20 to 2023-24), under the IIPDF Scheme of Govt. of India for the State Government / Central Government / Public Sector Clients	Bid Form-4 : Bidder's Experience Details (Work Orders / Work Completion Certificates concerned)	10	2 marks for each eligible project, subject to a maximum of 10 marks
4	Profiles of the Personnel Proposed to be Deployed	Bid Form-5 : CVs of the Resources Proposed	30	<ul style="list-style-type: none"> • Maximum of 7 marks for Team Leader • Maximum of 5 marks for Dy. Team Leader-cum-Finance Expert • Maximum of 8 marks for Sector Experts • Maximum of 5 marks for Legal Expert • Maximum of 5 marks for Consultant
5	Work Plan and Methodology Proposed	<ul style="list-style-type: none"> • Bid Form-6 : Work Plan and Methodology • Bidder shall submit a Presentation covering the following key points. <ul style="list-style-type: none"> ○ Organization profile ○ Experience in similar assignments ○ Understanding of the project 	30	<ul style="list-style-type: none"> • Maximum 10 marks for Understanding of the Project • Maximum 20 Marks for Approach & Methodology proposed

Sl. No.	Technical Evaluation Parameters	Evidentiary Documents to be Uploaded	Max. Marks	Method of Evaluation
		<ul style="list-style-type: none"> ○ Approach & Methodology ○ Project Execution Plan ○ Resources Deployment Plan ○ Training Methodology ○ Profiles of Consultants 		
Total Marks			100	

d) Stage-III : Evaluation of Financial Bids

- i. The Bidder should secure a minimum Technical Score of 60 Marks in order to become technically qualified for evaluation of Financial Bid.
- ii. Financial Bids of the 'Technically Qualified' bidders shall be opened online at the date and time mentioned in the 'Table of Key Details', in the presence of the Tender Evaluation Committee
- iii. The **Financial Score** of a Bidder is calculated as per the following formula.

Financial Score of a Bidder = (Least Cost among all technically eligible Bidders / Bidder's Cost) X 100
- iv. If for any reason, there is delay in opening of the Financial Bid, the same will be informed to the eligible bidders in advance.
- v. During evaluation of Bids, the Tender Inviting Authority may, at its discretion, ask the Bidder for a clarification or to submit additional or missing information to his Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the bidder is not received by the Tender Inviting Authority before the expiration of the deadline prescribed in the written request, the Tender Inviting Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

e) Stage-IV : Finalization of the Successful Bidder

- i. Bidder's **Final Score** shall be calculated by adding 70% of the bidder's Technical Score and 30% of the bidder's Financial Score.

$$\text{Bidder's Final Score} = 70\% \text{ of Bidder's Technical Score} + 30\% \text{ of Bidders Financial Score}$$

- ii. The bidder securing the highest Final Score shall be declared as the Successful Bidder.
- iii. In the event of a tie in the Final Scores of multiple bidders, the bidder securing the highest Technical Score shall be declared as the Successful Bidder.
- iv. In the case where the financial bid of the Successful Bidder is unrealistically lower or higher than the internal estimate or market rate or Good Industry Practice, the Tender Inviting Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the Successful Bidder and/or all Bidders to demonstrate the internal consistency of those prices. In a case where the quoted price of the Successful Bidder could not be substantiated satisfactorily by the bidder, such bid may be rejected.
- v. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Tender Inviting 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, except as required under the Bidding Documents, from contacting by any means, the Tender Inviting Authority and / or their employees / representatives on matters related to the Bids under consideration.
- vi. Even though the Successful Bidder is declared at the end of the bid process, the Tender Inviting Authority reserves the right to cancel the entire bid process at any time, before issuance of the Letter of Award to the Successful Bidder. The Bidders concerned, including the Successful Bidder, shall be intimated accordingly about the bid cancellation in such a case.

4. CANCELLATION OF THE BIDS

- a) The Tender Inviting Authority reserves the right to cancel entire tender process, at any stage of the process, without thereby incurring any liability or obligations to the bidders. Such cancellation shall be communicated to the participating bidders through email.

- b) Upon cancellation of the Bid Process, the Tender Inviting Authority may decide, in his sole discretion and without incurring any obligation or liability, to go for another call of the same tender with/without modifications in the RfP concerned, as deemed fit.
- c) The Tender Inviting Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i. Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto
 - ii. Consult with any Bidder in order to receive clarification or further information
 - iii. Retain any information and/or evidence submitted to the Tender Inviting Authority by, on behalf of, and/or in relation to any Bidder
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- d) Tender Inviting Authority may also reserve the right to cancel a bid when:
 - i. the Successful Bidder fails to submit the Performance Guarantee and complete the Contracting formalities as specified in the Letter of Award (LoA)
 - ii. the bidding process has been unsuccessful, namely where no technically qualified bid has been received or there has been no response at all
 - iii. the economic or technical parameters of the bid have been fundamentally altered
 - iv. exceptional circumstances or “force majeure” would render normal performance of the scope of work impossible
 - v. there have been irregularities in the procedure, in particular, where such irregularities have prevented fair competition

5. ON-BOARDING FORMALITIES

- a) Upon completion of the bidding process, the Tender Inviting Authority shall finalize the Successful Bidder and accordingly submit the Tender Evaluation Report to the Contracting Authority specified in the Table of Key Details.
- b) The Contracting Authority shall issue a Letter of Award (LoA) to the Successful Bidder.
- c) The Letter of Award (LoA) shall mention the resultant lowest quote and also certain key terms and conditions.
- d) The issuance of LOA shall not constitute the formation of the contract until the award of the tender is formalized through a signed contract executed by both parties.

- e) The Successful Bidder shall, within 7 days of receipt of the LOA, acknowledge the same and convey their acceptance to undertake the project on the terms & conditions specified in the LoA.
- f) The Successful Bidder shall furnish Performance Bank Guarantee to the Contracting Authority as specified in the LoA. In case of failure of the Successful Bidder in furnishing the Performance Bank Guarantee within the time specified in the LoA, a penal action shall be initiated which may result in forfeiture of the EMD and Blacklisting of the Successful Bidder, among others.
- g) The Performance Bank Guarantee shall remain in full force and effect during the entire Contract period and also for an additional period of 90 days thereafter. On the performance and completion of the contract in all respects, the Performance Guarantee will be returned to the Successful Bidder without any interest.
- h) The Contracting Authority shall enter into a contract with the Successful Bidder with such terms and conditions as specified in the RfP and LoA and any additional terms that may be considered necessary by the Contracting Authority at the time of finalization of the Contract.
- i) The Contract signing formalities shall be completed within two weeks from the date of submission of the Performance Bank Guarantee by the Successful Bidder. In case of failure of the Successful Bidder in completing the contracting formalities within the time stipulated, a penal action shall be initiated which may result in forfeiture of the EMD and Blacklisting of the Successful Bidder, among others.
- j) Any and all incidental expenses such as Stamp Duty etc., for execution of the Contract shall be borne by the Successful Bidder.
- k) The conditions stipulated in the Contract shall be strictly adhered to by the Successful Bidder and any violation thereof by the Successful Bidder may result in termination of the Contract.
- l) If the contract is terminated for reasons other than those, which can be attributable to the Successful Bidder, the Performance Bank Guarantee shall, subject to adjustments arising out of the Tender Inviting Authority's right to receive amounts, if any, due from the Successful Bidder under this contract, be duly discharged and released to the Successful Bidder.

IV. OTHER KEY TERMS & CONDITIONS

1. INTERPRETATION OF CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in the RfP, the interpretation of the clauses by the Tender Inviting Authority shall be final and binding on the bidder. The decision taken by the Tender Inviting Authority in the process of Tender evaluation shall be full and final.

2. COST OF PREPARING THE BID

The bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tender Inviting Authority shall in no case be responsible for or liable to these costs, regardless of conduct or outcome of bidding process.

3. CONFLICT OF INTEREST

The 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 Tender Inviting Authority shall be entitled to withhold and encash the EMD towards penalty. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a) a Bidder is also a constituent of another Bidder and/or
- b) such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder and/or
- c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; and/or
- d) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder and/or
- e) such Bidder, has participated as a Consultant to the Tender Inviting Authority in the preparation of any documents, design or Technical Specifications of the Project
- f) if a Bidder is a relative of any of the Members of the Committees constituted for the purpose of evaluation of the Bids received in response to this RfP

4. RESOLUTION OF DISPUTES AND ARBITRATION

The Contracting Authority and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract that they have entered into. Disagreements persisting

beyond such attempts shall be dealt with under the provisions of the Arbitration and Conciliation Act. The Arbitration proceedings shall be held at Guntur, Andhra Pradesh, India.

5. JURISDICTION

All disputes arising out of this RFP shall be subject to the jurisdiction of the Courts at Guntur, Andhra Pradesh, India.

6. INDEMNITY

- a) The successful bidder shall indemnify, defend and hold harmless the Tender Inviting Authority and Contracting Authority, and their end users, and their respective officers, directors, employees, subsidiaries, affiliates and successors and permitted assigns, from and against any and all losses, liabilities, damages, costs or expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, arising from or relating to third party claims, demands or actions (collectively, "Claims") arising from or relating to:
- i. any breach by the successful bidder or its agents, employees or subcontractors of any of the warranties if any, pertaining to the use and disclosure of the Data, preparation and preservation of data, use of Software and use of Documentation that are passed through to End Users;
 - ii. any injury to any person, including death, illness or bodily injury, or damage to real or tangible personal property, resulting from
 - 1) the use and disclosure of the Data, Software, Documentation or any other Deliverables furnished by the successful bidder or
 - 2) any act or omission or violation of confidentiality or breach of trust or infringement by the successful bidder or its agents, assigns, representatives, employees or subcontractors; and
 - iii. any alleged or actual infringement, violation or misappropriation of any Intellectual Property Rights or Data Protection laws, of any third party by successful bidder or its agents, employees or subcontractors or any Software, Documentation or other Deliverables furnished by the Successful Bidder to the Tender Inviting Authority or the Contracting Authority, as the case may be.
- b) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Tender Inviting Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance

of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether in present or in future.

7. USE OF DOCUMENTS, INFORMATION AND DATA

The bidder shall not, without prior written consent of the Contracting Authority, make use of or share to a third party, any document or data or information made available for the project, except for purposes of performing the Contract entered into.

8. BIDDER'S PERFORMANCE FAILURES & PENALTIES THEREOF

Quality and Timeline related lapses on part of the Bidder, with regard to the Deliverables of the Contract entered into with the Contracting Authority, shall render the bidder liable to imposition of appropriate liquidated damages, unless an opportunity such as an extension of time is allowed by the Contracting Authority in writing.

9. 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 process or is not a retained professional advisor advising the Tender Inviting Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Tender Inviting Authority shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Tender Inviting Authority shall 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 Tender Inviting Authority or as may be required by law or in connection with any legal process.

10. FRAUDULENT AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
- b) Notwithstanding anything to the contrary contained herein, the Tender Inviting Authority may reject a Bid 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

- c) Without prejudice to the rights of the Tender Inviting Authority, if a Bidder is found to be indulging in any such practices as mentioned above, such Bidder may be blacklisted by the Tender Inviting Authority.

11. FAILURE TO SUBMIT DOCUMENTS / UNDERTAKINGS

Any and all of the documents and undertakings that the Contracting Authority directs the Successful Bidder to produce or submit with respect to the project during the pre-contract phase and after the issuance of LOA, shall be duly submitted by Successful Bidder. In the event of non-submission, the Contracting Authority reserves the right to terminate the Letter of Award.

12. UNDERSTANDING OF THE SCOPE OF WORK AND THIS RFP

The Successful Bidder shall accept full responsibility to understand the Scope of Work and this RFP in their entirety, and in detail, including making any inquiries to the Tender Inviting Authority as necessary to gain such understanding. The Successful Bidder shall be solely responsible for any gaps in understanding the Scope of Work, and the Contracting Authority shall have the sole discretion to terminate the Letter of Award if the Successful Bidder is at a material variance with the objects of the Scope of Work of this RFP. Such termination shall be at no fault, cost, or liability whatsoever to the Contracting Authority.

13. OMISSIONS IN THE RFP

The Successful Bidder shall bring to the notice of the Tender Inviting Authority about any omissions in the Scope of Work and terms of this RFP and any information that the Successful Bidder believes should be incorporated in the Scope of work and this RFP document. The Tender Inviting Authority shall not be held responsible or liable for any financial implications during the contract period on account of any omissions identified by the Successful Bidder at a later stage.

ANNEXURE-PROJECT IMPLEMENTATION SCHEDULE

PROJECT IMPLEMENTATION SCHEDULE AND DELIVERABLES IN TWO YEARS									
Proposed Milestones for TA along with Timelines, Deliverables and Payment Percentages									
S N	PROJECT ACTIVITY / DELIVERABLES	Year-1				Year-2			
		Quar ter-1	Quar ter-2	Quar ter-3	Quar ter-4	Quar ter-5	Quar ter-6	Quar ter-7	Quar ter-8
1	Build a shelf of PPP projects by working with six identified infra departments. Prepare at least two Feasibility Reports for each of the six identified infra departments, totalling 12. At least 3 in each 6 months								
2	Prepare DPR / Bidding Documents like RFQ, RFP and Concession Agreement for at least eight potential projects, from six identified infra departments. At least 2 in each 6 months.								
3	Bidding of at least four potential PPP projects from the six identified infra departments and handhold them in getting VGF. At least one project in every six months.								
4	Familiarise and guide the State infra Departments about the process under IIPDF & VGF Scheme of India.								

5	Conduct one PPP Capacity-Building interactive workshops, every quarter for the officials of the Government Departments										
	Quarterly Payment Percentages		12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%

BID FORM-1: TECHNICAL BID COVER LETTER

(This covering letter should be on the Letter Head with a seal of the Bidder)

Station
Date

From
(Name of Company, Address, email & Telephone)

To
The Chief Executive Officer (CEO),
Andhra Pradesh Centre for Financial Systems and Services (APCFSS),
3rd Floor, Nidhi Bhavan, Mangalagiri, Guntur District, Andhra Pradesh.

Dear Sir,

Sub: Technical Bid Cover Letter for RFP No.....dated, for (RFP title)
....., Invited by the CEO, APCFSS – Reg.

1. We, the undersigned [insert name of the “Bidder”], having read, examined and understood in detail the above RFP document, hereby submit our bid in response to the RFP. We confirm that neither we nor any of our Parent Company / Group Company / director(s) has submitted another response to this RFP, directly or indirectly.
2. We hereby declare that we have read and understood the terms and conditions of the said RfP and unconditionally accept the same. We further declare that we are submitting our bid in accordance with the terms and conditions of the said RfP.
3. As per the provisions of the said RFP, we have furnished an Earnest Money Deposit of Rs through online payment as mentioned in the Table of Key Details of the RfP. We have also furnished the Bid Processing Fee also for Rs., as per the instructions given in the said RfP.
4. We are submitting our bid strictly as per the Bid Instructions of this RFP, without any deviations, conditions and without mentioning any assumptions or notes in the said formats.
5. We hereby agree and accept that the decision made by the Tender Inviting Authority of the aforesaid RFP in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
6. We confirm that we have studied the provisions of the relevant Indian Laws and regulations as required to enable us to submit this bid and to execute the Contract, in the event of our selection as Successful Bidder.
7. We are submitting our bid duly signing the prescribed formats and relevant certificates and documentary evidence as per the provisions of the said RFP and it is confirmed that our bid is consistent with all the requirements of submission stated in the RFP.
8. We hereby state that we have been in the business of IT and IT related services including supply of hardware & consumables, AMC and FM Services in India, at least for the last three (3) years as on 31st March 2024.
9. It is hereby disclosed that there is no existing relationship with any person / person(s) involved in the procurement process that may be perceived as being a real or apparent influence on the

tender selection process. It is also declared that we are not a part of the bid submitted by any other bidder/s under this tender.

10. The information submitted in our bid is correct to the best of our knowledge and understanding. We shall be solely responsible for errors or omissions, if any, in our bid. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case any of it is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a bidder's event of default and consequent provisions of the Contract Act shall apply.
11. We confirm that all the terms and conditions of our Bid shall be valid for such minimum period from the date of opening of the tender, as specified in the said RfP.
12. We confirm that we have never been blacklisted by any Central or State Government Department / Government Agency / Government Undertaking / Government Corporation.
13. Contact details of our authorized person are as under: Name:
Name :
Designation:.....
Address ,
Mobile No. :....., E – Mail :.....

Thanking you,

Yours faithfully,

(Name, Designation and Signature of the Authorized Signatory along with the Seal)

BID FORM-2: BIDDER'S TURNOVER DETAILS

(This should be on the Letter Head with a seal of the Bidder)

Sl. No.	Financial Year	Turnover (in Figures – Rupees)	Turnover (in Words – Rupees)	Remarks
1				
2				
3				
Average Annual Turnover				

BID FORM-3: BIDDER'S NET WORTH DETAILS

(This should be on the Letter Head with a seal of the Bidder)

Sl. No.	Financial Year	Net Worth (in Figures – Rupees)	Net Worth (in Words – Rupees)
1			
2			
3			

BID FORM-4: BIDDER'S EXPERIENCE DETAILS

(This should be on the Letter Head with a seal of the Bidder)

Number of similar Transaction Advisory projects executed in the last 5 years (from 2019-20 to 2023-24), for the Public Sector Clients							
DETAILS OF CLIENTS							
Sl. No.	Name of the Client	Address of the Client	Client Contact Details	Title of the Project Executed	Duration of the Project	Value of the Project	Sector
1							
2							
3							

Spread of the Transaction Advisory Projects across the identified Sectors – in the last 5 years (from 2019-20 to 2023-24)							
DETAILS OF CLIENTS							
Sl. No.	Name of the Client	Address of the Client	Client Contact Details	Title of the Project Executed	Duration of the Project	Value of the Project	Sector
1							
2							
3							
4							
5							

Number of similar Transactional Advisory projects executed in the last 5 years (from 2019-20 to 2023-24), under IIPDF Scheme of Govt. of India							
DETAILS OF CLIENTS							
Sl. No.	Name of the Client	Address of the Client	Client Contact Details	Title of the Project Executed	Duration of the Project	Value of the Project	Sector
1							

2							
3							

BID FORM-5: CVs OF THE HUMAN RESOURCES PROPOSED

(This should be on the Letter Head with a seal of the Bidder)

The following Resources are proposed to be deployed on the project.

Sl. No.	Role	Name of the Resource	Academic Profile & Skill Set (Including Certifications)	Relevant Experience	Broad Responsibilities in the Project	Nature of Deployment Onsite/Offsite	Remarks	Sector, if applicable
1								
2								

Note: Detailed CVs, incorporating the following details, of the above Resources should be attached to this Bid Form.

1. Proposed Position:

2. Name of Personnel: [Insert full name]:

3. Date of Birth:

4. Nationality:

5. Educational Qualification:

[Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:

6. Employment Record:

[Starting with present position, list in reverse order every employment held by the person since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:..... To [Year]:.....

Employer:.....

Positions held:.....

7. Works Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under Para 18.]

Name of Assignment/Job or project:
Year:
Location:
Employer:
Main Project Features Position Held:
Activities Performed:
Period of deployment

8. Certification:

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

I hereby declare that I have not given my consent to any other Consultant besides..... (name of bidder) to use my CV for the purpose of bid submission for this project.

Date:.....[Signature of staff member]

[Signature of authorized signatory of the firm]

Place:.....

[Full name of authorized representative]

Notes:

Use separate form for each resource

BID FORM-6: WORK PLAN & METHODOLOGY

(This should be on the Letter Head with a seal of the Bidder)

1. ORGANIZATION DETAILS

Sl. No.	Parameter	Details
1	Bidder Name [Insert full name]	
2	Bidder's country of registration [indicate country of registration]	
3	Bidder's year of constitution [indicate year of constitution]	
4	Bidder's legal address in country of constitution [insert street/number/town or city/ country]	
5	Bidder Authorized representative information Name: [Insert full name] Address: [insert street/number/town or city/ country] Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>	

2. APPROACH & METHODOLOGY PROPOSED

It is suggested to write how you want to approach this project and what methodologies are proposed to be adopted as part of project execution.

3. SUPPORT REQUIRED FROM FINANCE DEPARTMENT

You are required to mention what kind of support is expected from TIA for the successful completion of the project.

BID FORM-7: FINANCIAL BID

(This should be on the Letter Head with a seal of the Bidder)

Sl. No.	Position / Role	Number of Persons	Number of Person-months	Rate per Person-Month	Amount (₹)
1	Team Leader (on-site & off-site --- Part time)				
2	Deputy Team Leader cum Finance Expert (on-site --- Full time)				
3	Sector Expert (on-site & off-site --- Part time)				
4	Legal Expert cum Contract Specialist (on-site & off-site --- Part time)				
5	Consultant (on-site --- Full time)				
Total Project Cost (₹)					
GST (@ _____%)					
Final Project Cost (Total Project Cost + GST) to be submitted during Financial Bid					
Amount in Words					

Note: The above Final Project Cost shall be inclusive of all costs such as professional fee, out-of-pocket expenses, other miscellaneous costs and also all applicable taxes.

Draft Agreement for Provision of Transaction Advisory Services

AGREEMENT FOR PROVISION OF TRANSACTION SERVICES FOR.....PROJECT

This AGREEMENT (hereinafter called the "Agreement") is made on the day of the month of 2024, between, on the one hand, the [Principal Finance Secretary, Finance Department, Government of Andhra Pradesh] (Hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

WHEREAS

- A. The Authority vide its Request for Proposal for appointment of Transaction Advisor (hereinafter called the "Consultancy") for the Establishment of Project Management Unit (PMU) in PPP Cell of State's Finance department, Government of Andhra Pradesh, (hereinafter referred to as "Project")
- B. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated..... (the "LOA"); and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.
NOW, THEREFORE, the parties hereto hereby agree as follows:

GENERAL

Definitions and Interpretation

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

- a) "**Agreement**" means this Agreement, together with all the Annexes;

- b) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- c) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- d) **“Conflict of Interest”** shall have the meaning set forth in the provisions of RFP;
- e) **“Effective Date”** means the date on which this Agreement comes into force and effect
- f) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- g) **“Government”** means the Government of India;
- h) **“INR”** means Indian Rupee;
- i) **Deleted**
- j) **“Party”** means the Authority, or the Consultant, as the case may be, and Parties means both of them;
- k) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- l) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- m) **“RFP”** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- n) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- o) **Deleted**
- p) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant.

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

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

- a) Agreement;

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

Relation between the Parties

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

Rights and obligations

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

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

Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

Language

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

Table of contents and headings

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

Notices

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

- a) in the case of the Consultant, be given by e-mail and by letter delivered

by hand to the address given and marked for attention of the Consultant's Representative or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that if the Authority does not have an office in the same city as the Consultants office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier;

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

Location

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

1.8.2 The Authority may require the Key Personnel to spend the required man hours as specified in the RFP at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

Authorized Representatives

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

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

.....<Name>

.....<Designation>,

.....<Office Address>

Tel:

Mobile:.....

E-mail:.....

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

.....<Name>

.....<Designation>,

.....<Office Address>

Tel:

Mobile:.....

E-mail:.....

Taxes and duties

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

COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**"),

Commencement of Services

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

Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration,

this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

Expiry of Agreement

Unless terminated earlier pursuant to Clauses of the Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of 2 (two) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

Entire Agreement

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

Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

Force Majeure

2.7.1.1 Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or

any other action by government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations here under.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

2.7.2 No breach of Agreement

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

2.7.3 Measures to betaken

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

2.7.4 Extension of time

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

2.7.5 Payments

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

2.7.6 Consultation

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

Suspension of Agreement

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

Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the following events

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations, or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data, or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect, or misleading.

- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the following events

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

2.9.3 Cessation of rights and obligations

Upon termination of the Agreement, or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality ; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records, as related to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

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

minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as per the provisions of the Agreement

2.9.5 Payment upon Termination

Upon termination of this Agreement, the Authority shall make the following payment of remuneration for Services satisfactorily performed prior to the date of termination to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

2.9.6 Disputes about Events of Termination

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

OBLIGATIONS OF THE CONSULTANT

General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the **Annexure of the RFP**. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

Conflict of Interest

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

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

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

3.2.3 Prohibition of conflicting activities

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

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

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

The remuneration of the Consultant shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the

Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any of its Personnel and agents, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost, and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

- a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to

constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial, or technical advisor to the Authority in relation to any matter concerning the Project;

- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement.
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- f) "Anti-competitive practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- g) "Obstructive practice" materially impede the Authority's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Authority's rights of audit or access to information.

Confidentiality

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

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

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

Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be

liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- a) for any indirect or consequential loss or damage; and
- b) for any direct loss or damage that exceeds (a) the Agreement Value or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

Accounting, inspection, and auditing

The Consultant shall:

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

Consultant's actions requiring the Authority's prior approval

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

- a) Appointing such members of the Key Personnel as are not listed in **RFP**
- b) entering a subcontract for the performance of any part of the Services;

or

c) any other action that is specified in this Agreement.

Reporting obligations

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

3.7.2 The Consultant shall electronically and by mail, submit monthly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted on the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the month covered by the time report. The time reports shall also include a brief description of work performed during that month by each of the Key Personnel.

Documents prepared by the Consultant to be property of the Authority

3.8.1 All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created, and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

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

Materials furnished by the Authority

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

Providing access to Project Office and Personnel

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

Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

CONSULTANTS' PERSONNEL

General

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

Deployment of Personnel

4.2.1 The designations, names, and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in RFP. The estimate of Personnel costs and man day rates are specified in Financial Bid Form.

4.2.2 If additional work is required beyond the scope of the Services

specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value

Approval of Personnel

4.3.1 Approval shall be sought for the proposed Key Personnel from the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided in **the RFP**. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. Only, if the Authority approves, such person may be engaged.

Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave allowed to the Personnel is excluded from the man days of service. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

OBLIGATIONS OF THE AUTHORITY

Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) provide the Consultant, with work permits and such other documents as may be necessary to enable the Consultant, to perform the Services.
- b) issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value , then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Agreement Value.

All service tax, GST and other taxes including income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Consultant only.

Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in RFP.

PAYMENT TO THECONSULTANT

Cost estimates and Agreement Value

6.1.1 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 6.1.2, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is ••••• (Rupees), which does not include the Additional Costs (the “Additional Costs”).

6.1.2 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional

payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

Mode of billing and payment

Billing and payments in respect of the Services shall be made in accordance with the respective terms of the RFP

LIQUIDATED DAMAGES AND PENALTIES

Liquidated Damages

6.2.1 Liquidated Damages for error/variation

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

6.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

6.2.3 Encashment and appropriation of Performance Bank Guarantee

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

Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, , warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

FAIRNESS AND GOOD FAITH

Good Faith

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

Operation of the Agreement

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

SETTLEMENT OF DISPUTES

Amicable settlement

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

Dispute resolution

8.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably

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

pertaining to any Dispute.

Conciliation

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

Arbitration

- 8.4.1** Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an Arbitral Tribunal . Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters, and the language of arbitration proceedings shall be English.
- 8.4.2** There shall be a sole arbitrator whose appointment / an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 8.4.3** The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 8.4.4** The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority and their respective assets wherever situated.
- 8.4.5** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Awarding in any arbitration proceedings here under.

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

<p>Signed, Sealed and Delivered</p> <p>For and on behalf of consultant:</p> <p>(Signature) (Name) (Designation) (Address)</p> <p>In the presence of: 1.</p>	<p>Signed, Sealed and Delivered</p> <p>For and on behalf of Authority</p> <p>(Signature) (Name) (Designation) (Address)</p> <p>In the presence of: 2.</p>
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