

**SELECTION OF DEA EMPANELED TRANSACTION ADVISOR FOR
PROVIDING ADVISORY SERVICES FOR DEVELOPMENT OF LIGHT
METRO RAIL SYSTEM IN VISAKHAPATNAM ON PPP**



REQUEST FOR PROPOSAL (RFP)

February -2024

Tender No. LM/ VSKP/ PPP/ TAS/ 2024-1.

ANDHRA PRADESH METRO RAIL CORPORATION LIMITED

3rd Floor, Jeevan Samrudhi,
New LIC Building, Tikkanna Road
Visakhapatnam, 530003
Andhra Pradesh

Email: apmetrorail@gmail.com

DISCLAIMER

This Request for Proposal (RFP) document is neither an agreement nor an offer by the Andhra Pradesh Metro Rail Corporation Limited to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this RFP.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Andhra Pradesh Metro Rail Corporation Limited nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Andhra Pradesh Metro Rail Corporation Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither Andhra Pradesh Metro Rail Corporation Limited nor any of their officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Thus, Andhra Pradesh Metro Rail Corporation Limited does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for Andhra Pradesh Metro Rail Corporation Limited to consider particular needs of each party who reads or uses this RFP document. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

The RFP is not a prospectus or offer on invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities in considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Andhra Pradesh Metro Rail Corporation Limited will not have any liability to any prospective Company / Firm or any other person under any law (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied

by or on behalf of Andhra Pradesh Metro Rail Corporation Limited or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. Andhra Pradesh Metro Rail Corporation Limited will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.

Andhra Pradesh Metro Rail Corporation Limited will not be responsible for any delay in receiving the Bids. The issue of this RFP does not imply that Andhra Pradesh Metro Rail Corporation Limited is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for Works and Andhra Pradesh Metro Rail Corporation Limited I reserve the right to accept / reject any or all of Bids submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Andhra Pradesh Metro Rail Corporation Limited also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Bids.

Andhra Pradesh Metro Rail Corporation Limited may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. Such revisions to the RFP / amended RFP shall be made available on the website of Andhra Pradesh Metro Rail Corporation Limited.

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SECTION - I: NOTICE INVITING E-TENDER

ANDHRA PRADESH METRO RAIL CORPORATION LIMITED

**3rd Floor, Jeevan Samrudhi,
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Visakhapatnam, 530003**

Andhra Pradesh

Email: apmetrorail@gmail.com

apmetrorail@gmail.com

Web Site:- www.amrc.ap.gov.in

NOTICE INVITING TENDER

1. Introduction:

The Managing Director, Andhra Pradesh Metro Rail Corporation Limited, **3rd Floor, Jeevan Samrudhi, New LIC Building, Tikkanna Road Visakhapatnam, 530003, Andhra Pradesh**, on behalf of Andhra Pradesh Metro Rail Corporation Limited invites Tenders / Bids / Proposals from reputed & eligible Consulting firms in two stage systems (Stage – I: Technical Bid and Stage – II: Financial Bid) for “**Selection of DEA (The Department of Economic Affairs, Ministry of Finance, Govt. of India) Empaneled Transaction Advisor for Providing Advisory Services for Development of Light Rail Metro System in Visakhapatnam on PPP Mode.**”

Critical Data Sheet

Interested parties may download the Tender document available at the site Andhra Pradesh Metro Rail Corporation Limited's website www.amrc.ap.gov.in or purchase from APMRCL office in Visakhapatnam, Andhra Pradesh and pay INR 560 + GST Rs.100 (Rupees six hundred and sixty only) as the cost of tender document / tender fee deposited to Andhra Pradesh Metro Rail Corporation Limited through Cash/RTGS / NEFT.

However, Micro & small Enterprises [MSEs] as defined in MSE Procurement Policy Issued by Department of Micro, Small & medium Enterprises [MSME] or start-ups as recognized by Department for Promotion of Industrial Policy & Internal Trade [DPIIT] are exempted from submitting the Tender Fee to the extent as per Government of India rules.

(a) Some important dates for this tender process are as follows:-

Sl. No.	Event Description	Date
1	Name of work	Selection of DEA (The Department of Economic Affairs, Ministry of Finance, Govt. of India) Empaneled Transaction Advisor for Providing Advisory Services for Development of Light Rail Metro System in Visakhapatnam on PPP Mode
3	Date of Publishing in website	16.02.2024
	Date of Downloading start of RFP from website	16.02.2024
4	Last date for receiving queries/ clarifications	19.02.2024
5	Pre-proposal meeting	22.02.2024
6	Authority response to queries	24.02.2024
7	Last date and time for Submission of Technical Bid + Financial Quote	02.03.2024 At 14.00 Hours
8	Opening of Technical Bids	02.03.2024
9	Invitation for Presentation	04.03.2024
10	Declaration of Technical Bid Result	After acceptance of Competent Authority
11	Opening of Financial Bids	To be informed after Technical Evaluation
12	Letter of Award (LOA)	Within One month after acceptance of Competent Authority

2. Brief Scope of the Work

In brief, the scope of work for the appointed DEA Empaneled firm shall be providing Transaction Advisory Services for selecting Concessionaire for Development of Light Rail Metro System on an appropriate Public Private Partnership mode. The detailed Terms of Reference (ToR) shall be as described in Section - V of this Tender Document.

3. Method of Selection

The successful Bidder will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this Tender Document.

4. Clarifications

Clarification / Query, if any, on the Tender Document can be obtained from the following address:-

Dy. Chief General Manager,
Andhra Pradesh Metro Rail Corporation
3rd Floor, Jeevan Samrudhi,
New LIC Building, Tikkanna Road
Visakhapatnam, 530003
Andhra Pradesh

Email: apmetrorail@gmail.com

apmetrorail@gmail.com

Web Site:- www.amrc.ap.gov.in

0891-2513497

5. Andhra Pradesh Metro Rail Corporation Limited reserves the right to accept or reject any or all Tenders / proposal without assigning any reason and no correspondence shall be entertained in this regard.

Managing Director (MD)

Andhra Pradesh Metro Rail Corporation Limited,
Visakhapatnam

SECTION-II: INSTRUCTION TO BIDDERS

1. Background

- 1.1 Visakhapatnam is the largest city in the state of Andhra Pradesh, lying almost midway between Kolkata and East and Chennai in the South and is famous for its beautiful sea coast and is one of the major tourist attractions in the State. Visakhapatnam Port is the fifth busiest port in India in terms of cargo handling. The city serves as headquarters for Eastern Naval Command of Indian Navy and is home to the oldest shipyard and only natural harbor on the east coast of India. The Visakhapatnam Metropolitan Region (VMR) is one of the fastest growing metropolitan areas in India with rapid growth in economic activities. Being the epicenter of trade, commerce, industrial, institutional and business prospects, it is the principal destination for trips originating from the surrounding areas on a daily basis.
- 1.2 Visakhapatnam Metropolitan Region Development Authority (VMRDA) has been notified by Government of Andhra Pradesh in September, 2018. VMDA administers Visakhapatnam Metropolitan Region, spread over an area of 4,873 Sq Kms and covers the districts of Visakhapatnam, Vizianagaram and Srikakulam. The principal city within the Visakhapatnam Metropolitan Region (VMR) is Visakhapatnam and Greater Municipal Corporation (GVMC) is the governing body of the city covering an area of 630 Sq Kms (post inclusion of Anakapalli and Bheemunipatnam Municipalities and 5 Gram Panchayats in 2013).
- 1.3 GVMC has been witnessing high growth of population over the years, which can be attributed to the high natural growth and migration from the adjacent rural areas and towns with expectations for better employment and livelihood opportunities. The average decadal growth rate observed over the past two decades (i.e, 1991-2001 and 2001-2011) is 36% and 20% respectively, which shows that Visakhapatnam is a major city that is set to grow in the future. The gross population density of Visakhapatnam city works out to be 3500 persons per Sq Km, whereas the net population density works out to be 10,500 persons per Sq Km. The core city has the highest density of population of about 27,000 persons per Sq Kms spread over in an area of about 60 Sq Km. Thus, the core area is most important catchment for any Mass Transit System being conceived for the city.
- 1.4 The City was identified as one of the fastest growing economies in the world, economically and demographically. Several factors contributed to its economic growth, including the natural harbor, rail, road and air connectivity to National and International Destinations. The City is well connected through Two (2) National Highways (NH), Fourteen (14) State Highways and other regional roads. City competency among the Tier 2 cities of India, its growth trends since post liberalization, and its contribution to Country's GDP, and other driving forces, have been trying up for several major initiatives, with an objective to introduce Visakhapatnam as the "next gen-Smart City" to the World. Thus, the City, in a decade of time has emerged as the "jewel of East Coast" and has special Geographical features, which constantly make the city a front runner in investment tapping. The city has all the well-established sectors like Industrial, Fishing, IT, Pharma, Export & Imports by Sea Trade etc. The present percentage share of the land use in the city for transport sector is much less than the minimum recommended value of 12% as per the URDPFI Guidelines.
- 1.5 The growth of Visakhapatnam in recent years has resulted in rapidly increasing commuting demands and a step rise in private vehicles. Past records and studies reveal that the existing transport infrastructure is

inadequate to serve the future demands. In addition, the analysis of mode wise growth of registered vehicles shows that the personalized modes of transport i.e., two wheelers and cars, have been growing tremendously with the annual increase of 7%. This condition, however, has created massive traffic management issues and increased pollution in most parts of the city. The city public transport system is operated by APSRTC and the city has also partially implemented Bus Rapid Transit System on 2 Corridors of the city.

- 1.6 In order to address this increased travel demand of the city and provide a high capacity of Public Transport System to the citizens, the State Government of Andhra Pradesh (GoAP) through Andhra Pradesh Metro Rail Corporation Limited (APMRCL) explored the options of the high-capacity Mass Transit System for the citizens of city. The option of Light Metro covering 4 corridors of total length 76.90 kms have been selected for addressing the growing travel demand.
- 1.7 In view of limited resources available with the Authority, and keeping in view the nature and size of these projects, the Authority now seeks services of a single Consultant firm in structuring the projects, selection of suitable developers who would develop this project on PPP, provide financial and technical advisory services for all aspects of project management consultancy services ("Transaction Advisory Consultancy".) for the project listed below:
- 1.8 The projects would be developed on the basis of conceptual and business plans suggested by the selected Consultant for development of these sites on PPP.
- 1.9 With the objective of developing the projects under a Public Private Partnership (PPP) mode, Andhra Pradesh Metro Rail Corporation Limited seeks the services of a qualified firm for acting as a "Transaction Adviser for carrying out pre-feasibility studies, Updation of DPR, appraising the Project, developing financial model and assist Andhra Pradesh Metro Rail Corporation Limited in preparation of bid documents for the Project & appointing a concessioner for developing the same on PPP mode (collectively the "Consultancy"). Andhra Pradesh Metro Rail Corporation Limited will carry out a transparent competitive bid process for identification and selection of a consultant to act as "Transaction Advisor Consultant".
- 1.10 Managing Director, Andhra Pradesh Metro Rail Corporation Limited Vijayawada-AP on behalf of Andhra Pradesh Metro Rail Corporation Limited, now invites Request for Proposal (RFP) from eligible consultants (Applicants) to act as "Transaction Advisor as per Scope of Work.

2. Objective of the Assignment

- 2.1 In order to address the increased travel demand of the city and provide a high capacity of Public Transport System to the citizens, the State Government of Andhra Pradesh through Andhra Pradesh Metro Rail Corporation Limited adhering to the guidelines prescribed under the Metro Rail Policy, 2017 by MoHUA, GOI, the Urban Mass Transit Company was entrusted with the task of preparation of DPR for Light Metro covering the various corridors of 79.91 km in Visakhapatnam Metropolitan Regional Development Authority. Accordingly, after the Alternative Analysis Study, four corridors of total length of 76.90 km have been selected for provision of Light Metro in Visakhapatnam.
- 2.2 APMRCL intends to engage a DEA empaneled Consultant as transaction advisor to assist the metro rail corporation in project structuring, preparation of transaction documents and carrying out the transaction process for development of Light Rail Metro System in Visakhapatnam through PPP

mode.

3. Detailed Scope of Work for the services

3.1 The Andhra Pradesh Metro Rail Corporation Limited plans to develop a Light Metro Rail System comprising four corridors of total length of 76.90 km at Visakhapatnam listed under the Terms of Reference.

3.2 The scope of work listed in Schedule - for the Consultant is defined as **Technical and Financial Consultancy (Transaction Advisory)**:

The scope of work for the Consultant shall be as under:

- I. Assisting the APMRCL in the entire bidding process up to the signing of the concession agreement.
- II. The Consultant shall review the data / feasibility reports / other project documents available with APMRCL and update the same as per current needs of the city and ridership assessment.
- III. APMRCL shall provide the relevant data needed by the Consultant for the same.
- IV. Review of the cost and revenue estimates and updating the financial model contained in the detailed estimate of the project;
- V. Prepare a reasonable estimation of the other revenues;
- VI. Assisting the Project Authority in identification of project risks and in allocation of the same in an efficient and economic manner;
- VII. Development of various possible alternatives for revenue maximization and preparation of Revenue Model for the Project;
- VIII. Preparation of a consolidated list of approvals / consents / clearances required from Government Instrumentalities;
- IX. Preparation of Bid documents including the relevant Schedules of the Concession Agreement.
- X. Carrying out the Bid Process on behalf of APMRCL.
- XI. Assistance in evaluation of Technical Bids and Financial Bids for selection of the Project Developer.

3.3 Risk involved and Mitigation Measures

- a. The Consultants approach to risk assessment, analysis and management shall be as follows:
 - o Routine assessment of risks, and plan appropriate action take to tackle them.
 - o Timely and close interaction, coordination and cooperation between the project team members, the client as well as all stakeholders to make them aware of the consequences, and plan and implement appropriate solutions for mitigating the risks.
 - o Suggest alternative designs and appropriate strategies for mitigation of uncertainties.

4. REPORTING

- a. The Consultant will work closely with the APMRCL. A designated officer of the APMRCL will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- b. The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the

- c. The Consultant will make a presentation on the Inception Report for discussion with the APMRCL. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- d. Regular communication with the APMRCL and the designated officer is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, faxes, and occasional meetings.
- e. The Deliverables shall be submitted as per terms and conditions of the RFP

5 Eligibility Criteria

5.1 For consideration of proposal's evaluation, Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation ("Qualified Applicants").

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

#	Minimum Qualification Criteria	Documentary Evidence to be Provided on request
A	The Bidder should be an empaneled Transaction Advisor with Department of Economic Affairs, Ministry of Finance, Government of India, as on the bid due date.	Empanelment certificate/ letter / list from DEA.
B	The Applicant shall have experience of providing transaction services from start to end for at least one metro rail project on PPP basis with Government client in India or anywhere across the world within the last 7 years from the bid due date	Letter of Engagement / Client completion Certificate
C	The Applicant shall have a minimum average annual turnover from advisory / consultancy services of Rs. 30 crores (Rs. Thirty crore) during the 3 (three) financial years preceding the PDD.	CA Certificate / Audited Financial statement for 3 (three) financial years preceding the PDD

5.3 Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified below. CVs proposed for any expert role shall be summarily rejected if conditions of minimum educational qualification and essential criteria/criterion under professional experience are not met. It is clarified that the Applicant shall propose only those personnel as Team Leader / Financial Expert / Contracts or Procurement Expert / Demand & Economic Assessment expert who are on their payrolls, failing which, the CVs shall be rejected.

Sr. No	Components/ Resources	Experience (years) and Min. Qualification	Marks
1	Finance Expert (Team Leader)	12 years (MBA Finance/CA/Any relevant Masters) Should have worked on at least 2 assignments of urban transport sector or PPP for government advisory	20 (8 marks for qualification, 12 for experience) Every assignment gets 4 marks
2	Demand & Economic Assessment Expert	5 years (Masters in Economics/MBA) should have worked on demand assessment of a transport/logistics project	10
3	Contract / Material management Expert	5+ years (MBA/LLB) should have worked on at least 2 transport/logistics sector	10 (5 marks for qualification, 5 for experience)
4	Civil infra design and structural Expert	10 years (M Tech)	5
5	Electrical, systems and rolling stock Engineering expert	10 years (M Tech)	5

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

5.5 A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant or its Associates, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associates.

6 Pre-Proposal Meeting and Communication

6.1 Pre-Proposal meeting is scheduled to be held on date and time as mentioned in Proposal Data Sheet and the last date for the submission of Pre-Proposal queries is as mentioned in Proposal Data.

6.2 All queries by prospective Bidders must be sent to the following email ID:- apmetrorail@gmail.com.

6.3 The official website of the Andhra Pradesh Metro Rail Corporation Limited is: amrc.ap.gov.in. Bidders are advised to visit the Authority's website mentioned above to keep the updated, for any changes/modifications related to this RFP. All communications pertaining to the RFP should contain the following information, to be marked at the top in bold letters:

RFP No. APMRCL/ LM/ Tenders /TAS/ RFP -2024.

MD, APMRCL, Vijayawada @ Visakhapatnam, Andhra Pradesh

7 Clarification and Addendums

- 7.1 Bidder may request a clarification on any clause of the document up to the date indicated in Proposal Data Sheet. Any request for clarification must be sent by e-mail to mention in the Clause 6.3.
- 7.2 The Authority will reply the responses (including an explanation of the query but without identifying the source of query) on mail address mentioned by the prospective bidder. The Authority deem it necessary to amend the RFP document as a result of a clarification, it shall do so following the procedure mentioned hereunder:
 - (i) At any time before the submission of Bids, the Authority may amend the RFP document by issuing an addendum/corrigendum (amendment) and the information of issue of such amendment will be uploaded on the Authority's website and will be binding on the Bidders. The Bidders shall acknowledge receipt of all amendments. To give reasonable time to the bidders to take an amendment into account, the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals. The amendment / clarification, will be communicated to the bidders.

8 Preparation of Proposals

In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP document. Material deficiencies in providing the requested information may result in rejection of the Bidder's Proposal. Bidders shall adhere to the requirements mentioned below:-

8.1 EMD

- 8.1.1 Bidders shall furnish EMD as mentioned in Section II Proposal Data Sheet. EMD for the mentioned amount shall be deposited through RTGS in the following account :-
 - (i) Name of bank account: Current Account
 - (ii) Bank name and address: :SBI, Gandhi Nagar br, Vijayawada, AP
 - (iii) Bank account Number: 35422153200
 - (iv) IFSC: SBIN0001208
- 8.1.2 Proposals not accompanied by proof of purchase of tender document and deposit of EMD shall be rejected as non-responsive.
- 8.1.3 No interest shall be payable by the Authority for the sum deposited as Earnest Money Deposit.
- 8.1.4 The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the selected Transaction Advisor.
- 8.1.5 The EMD shall be forfeited by the Authority in the following events:
 - (i) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.

- (ii) If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.
- (iii) If the Bidder tries to influence the evaluation process.
- (iv) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Consultant)
- (v) In case the Bidder, submits false certificate in terms of any documents supported to such RFP.
- (vi) If the Bidder fails to sign the contract in accordance with conditions of contract on receipt of award of work.
- (vii) If the Bidder fails to furnish the Performance security deposit (**e- Bank Guarantee**) in accordance with conditions of contract.
- (viii) In case of a Bidder revoking or withdrawing his Proposal or varying any terms in regard thereof without the consent of the Authority in writing, his earnest money paid along with the RFP shall be forfeited.

8.2 Cost of RFP Document

All Bidders are required to pay the cost of RFP Document as mentioned in Section- II of Proposal Data Sheet through RTGS, to be deposited in the following account:-

1. Name of bank account: Current Account
2. Bank name and address: :SBI, Gandhi Nagar br, Vijayawada, AP
3. Bank account Number: 35422153200
4. IFSC: SBIN0001208

- (i) :- The cost of RFP Document is Non-Refundable.

8.3 Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes (such as inter alia Income Taxes, custom duties, fees, levies, GST and any other taxes). All such taxes, as prevailing on date of submission of the proposals, must be included by the Applicant in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form – 4B. It may be noted that the bidder shall have to be registered with GST and shall submit the proof of the same. The reimbursement shall be made as per the applicable taxation rules and regulations.

8.4 Currency

Bidders shall express the price of the consultancy work in Indian Rupees.

8.5 Language

The Proposal as well as all related correspondence exchanged between the Bidders and the Authority shall be in English language and shall be strictly as per the formats attached in this RFP Document. The Authority will evaluate only those proposals that are received in the specified formats and are complete in all respects. Any supporting documents submitted by the Bidder with its Proposal or subsequently, in response to any query/ clarification from the Authority shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

8.6 Proposal Validity

The Section – II: Proposal Data Sheet indicates for how long the Proposals submitted by the Bidders must remain valid after the submission date. During this period, Bidders shall maintain the availability of Key Personnel staff nominated in the Proposal and also the amount quoted for the services in the Financial Proposal shall remain unchanged. Should the need arise, the Authority may request Bidders to extend the validity period of their Proposals. Bidders who agree to such extension shall confirm that they will maintain the availability of the Key Personnel staff proposed in the Proposal and that their financial Proposal will remain unchanged. Also, in their confirmation of extension of validity of the Proposals, Bidders could submit new staff in replacement, which would be considered in the final evaluation for Contract award. The Bidders have the right to refuse to extend the validity of the Proposals and Proposals of such Bidders, who do not extend the validity of their Proposals, shall not be considered for further evaluation.

8.7 Number of Proposals

A Bidder can submit one bid only as a single entity. In case a Bidder submits or participates in more than one Proposal, the application of the Bidder shall be rejected summarily.

8.8 Proposals by Joint venture/consortium

- 8.9.1 The Proposal should contain the information required for the bidder. Consortium should have to meet all the Qualification (both Technical and Financial capacity) as stipulated in Clause 5 .
- 8.9.2 In event of default by the private partner, then Client may terminate the contract as per terms of the contract.

9 Conflict of Interest

- 9.1 Authority requires that selected bidder (Consultant) provides professional, objective, and impartial advice and always holds the Authority's interests\ paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 9.2 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: -

(a) **Conflicting Activities:** A firm or any of its affiliates who have been engaged by the Authority to provide goods, works or assignment/job other than consulting assignment / job for a project shall be disqualified from providing consulting assignment / job related to those goods, works or assignments / jobs. Conversely, a firm or any of its affiliates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example surveys, exploratory drilling, aerial photography, satellite imagery etc.

(b) **Conflicting assignment/ job:** A Consultant {including its Personnel } or any of its affiliates shall not be hired for any assignment/ job that by its nature may be in conflict with another assignment/ job of the Consultant to be executed for the same or for another Authority, for example a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Consultant assisting an Authority in the privatization of public assets shall not purchase nor advise purchasers of such assets.

Conflicting Relationships: A Consultant (including its Personnel) that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

- 9.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the standard forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Authority comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or termination of its Contract during execution of assignment.

10 Acknowledgement by the Applicant

It shall be deemed that by submitting the proposal, the Bidder has

- 10.1 Made a complete and careful examination of the RFP document for Consultancy;
- 10.2 Received all relevant information requested from the Authority;
- 10.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;

- 10.4 Acknowledged that it does not have a Conflict of Interest; and
- 10.5 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this RFP document.

11 Submission of Proposal

The Proposal shall be submitted only in person or through courier or by post and bidder shall ensure that it reaches APMRCL office at Visakhapatnam before due date and time of bid submission. The proof of payment containing the Transaction Number for tender cost, EMD and Power of Attorney shall be enclosed.

11.1 EMD and Cost of RFP Document

- (a) Proof of Cost of RFP Document as specified in Section – II: Proposal Data sheet
- (b) Proof of EMD as specified in Section – II: Proposal Data Sheet

11.2 Technical Proposal (Submitted in person or through Post or courier) by scanned copies)

- (a) Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorized signatory of the bidder.
- (b) Form-3A: Covering Letter (Technical Proposal Submission Form) duly stamped and signed by the Authorized Signatory of the Bidder
- (c) Form 3 B: Bidder Information Sheet, in case of consortium, kindly provide the details with respect to each of the consortium member duly signed and stamped by the Authorized Signatory of the Bidder
 - Copy of GST Registration Certificate
 - Copy of PAN card of the Bidder
- (d) Form-3C Certificate of Annual Turnover
- (e) Form-3D: Project Specific Experience as per Clause 5 duly stamped and signed by the Authorized Signatory of the Bidder.
- (f) Form-3E: Description of Approach, Methodology and Work Plan for performing the Assignment;
- (g) Form-3F: Particulars of Key Personnel duly stamped and signed
- (h) Form-3G: Curriculum Vitae (CV) of Key Personnel
- (i) Form 3 H Power of Attorney duly stamped and signed

It may be noted that the Technical Proposal shall not contain any reference to the Consultancy fee.

11.3 Financial Proposal (Submitted online) Financial Proposal shall be as per Section IV of this RFP.

- (i) This will contain consultancy fee to be charged for completing the work;
- (ii) While working out consultancy fees, following points should be noted:

(a) The Bidders will have to make their own arrangements for the transport / accommodation / TA / DA of their personnel assigned to this project. The price quoted shall also include the Bidders representative visit to various offices, and other places for meetings, data collection, presentations, public consultation, secretarial staff, their salary, allowances, overhead expenditure etc.

(b) All duties, taxes, royalties and other levies payable by the bidder under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for service tax which will be quoted separately as per the format in Form Fin – 1 and which will be reimbursed to the Bidder on producing proof of payment. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment. The prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees (INR). The total duration of consultancy services shall be specified in Section-V: Terms of Reference

12 Extension of Bid submission date

The Authority may extend the date of submission of bids by issuing an addendum and uploading the same on Authority's website.

13 Late Proposal

Proposals received by the Authority after the specified bid submission time and date or any extension thereof, pursuant to Clause 12, shall not be considered for evaluation and shall be summarily rejected.

14 Modification/Substitution/Withdrawal of Proposals

The bidders may modify, substitute or withdraw their Proposal before the submission deadline as mentioned NIT in this RFP document.

No Proposals shall be modified after the deadline for submission of Proposals.

15 Proposal Opening and Evaluation

15.1 From the time the proposals are opened to the time the Contract is awarded, the Bidders should not contact the Authority on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Authority in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The Authority will constitute a tender evaluation committee (TEC) which will carry out the evaluation process

15.3 Proposal opening shall be carried out in two stages. Firstly, 'Technical Proposal' shall be opened on the date and time mentioned in Section – II: Proposal Data Sheet (Proposal Due Date). In the event of the specified date for the submission of bids being declared a holiday for the Authority, the Proposals will be opened at the appointed time and location on the next working day. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 14 shall not be opened.

15.4 The TEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified Clause 16. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient or found not meeting the minimum eligibility criteria as mentioned in Clause 5 of this RFP. Only responsive Proposals shall be further taken up for evaluation. A Proposal shall be considered responsive only if:

- (i) It is received by the Bid submission date and time including any extension thereof, pursuant to Clause 12;
- (ii) It is accompanied by the Earnest Money Deposit' as specified in Clause 8;
- (iii) It is accompanied by the Cost of RFP Document Fee as specified in Clause 8;
- (iv) It does not contain any condition or qualification or suggestion or submission.

15.5 The Technical and Financial Proposal of Bidders will be evaluated on the marking system mentioned in Clause 16.

15.6 At the time of the opening of the 'Financial Proposals', the names of the Bidders, whose Proposals were found responsive along with the prices, the total amount of each Proposal, and such other details as the Authority may consider appropriate will be announced by the Authority at the time of Proposal opening.

15.7 Upon the opening of financial Proposal, the financial score and combined score of Technical and financial proposal will be worked out as per Clause 16.

16 Evaluation of Technical Proposal & Financial Proposal

16.1 The Technical Score (St) consists of marks allocated to following two parts

- (a) Technical Presentation – Consisting of credentials, Approach and Methodology
- (b) Key Personnel

16.2 Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

S No.	Criteria	Maximum marks
1	Technical Presentation	
1a	Technical approach and methodology Approach and Methodology: 10 marks Work Plan, and Organization and Staffing: 10 marks	20
1b	Presentation on understanding of Project context, Appreciation of Project, Sector Experience and Eligible Project experience	30
Sub-Total		50

2	Key Personnel - qualifications and competences for the assignment	
2a	Finance Expert (Team Leader)	20
2b	Demand & Economic Assessment Expert	10
2c	Contract / Material management Expert	10
2d	Civil infra design and structural Expert	5
2e	Electrical, systems and rolling stock Engineering expert	5
Sub-Total		50
Grand Total		100

16.3 The Bidder will submit the Approach and Methodology, Work Plan and one case study for successful completion of project transaction and also make the technical presentation. The submission and presentation will be evaluated by a committee appointed by Andhra Pradesh Metro Rail Corporation Limited and provide a technical score (Tech PPT).

16.4 Key personnel qualification and competencies will be evaluated and provide a technical score (KeyP)

16.5 Score of Financial Proposal

The Financial score shall be the financial proposal submitted by the empaneled TA (Sf) will be calculated in a following manner

(a) The lowest evaluated Financial Proposal (Fmin) is given the maximum financial score (Sf) of 100.

(b) The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fmin / F$, in which "Sf" is the financial score, "Fmin" is the lowest price, and "F" the price of the proposal under consideration.

16.6 Final Evaluation

A combined score of Technical and Financial will be evaluated. The successful Bidder shall be selected as per the following procedure: -

- (i) The weights, Technical (Tw) and Financial (Fw) would be given for Technical and Financial proposals, where Tw=0.80 and Fw=0.20
(Tw=the weight given to technical proposal; Fw=weight given to the financial proposal; Tw+Fw=1)
- (ii) Final Score (S) would be arrived at using the following formula:
 $S = St \times Tw + Sf \times Fw$
- (iii) The Bidder achieving the Highest Combined Score will be successful Bidder / Selected Bidder

17 Award of Contract

17.1 The Authority shall issue a Letter of Award (LoA) to the selected Bidder. It may also notify all other Bidders about the decision taken, if requested by other Bidders.

- 17.2 The Consultant will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Draft Agreement for Provision of Transaction Advisor in Section V, within 15 days of issuance of the Letter of Award.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in Draft Agreement for provision of Transaction Advisor.

18 Insurance

The Consultant shall maintain at his own cost personal and accident insurance for all his Personnel and property as considered satisfactory by the Client to cover any risks arising from work and services to be rendered by the Consultant under this Consultancy Agreement. Client shall not be responsible for any such events or effects thereof. A statement to this effect may be submitted with the offer.

19 Indemnity

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

20 Fraud and Corrupt Practices

20.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP for Consultancy, the Authority shall reject a Proposal 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit the EMD or Performance Security, towards damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP for Consultancy, including consideration and evaluation of such Bidder's Proposal.

20.2 Without prejudice to the rights of the Authority under Clause 20 (Insurance) hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or 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 after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any RFP or RFP for Consultancy issued by the Authority during a period of two years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any prohibited practices, as the case may be.

21 Ownership of Document and Copyright

All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the Terms of Reference. The study outputs shall remain the property of the Authority and shall not be used for any purpose other

than that intended under these Terms of Reference without the prior written permission of the Authority. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Authority with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Authority.

SECTION-III: PROPOSAL DATA SHEET

I. Proposal Data Sheet

Clause No. of Data Sheet	Particulars	Description
1.	Authority	The Managing Director, Andhra Pradesh Metro Rail Corporation Limited (APMRCL), Regional office, 3rd Floor, Jeevan Samrudhi, New LIC Building, Tikkanna Road Visakhapatnam, 530003, Andhra Pradesh
2.	Name of Assignment	Selection of DEA Empaneled Transaction Advisor for Providing Advisory Services for Development of Light Metro Rail System in Visakhapatnam, Andhra Pradesh on PPP Mode.
3.	Method of Selection	Quality and Cost Based Selection (QCBS)
4.	Email for correspondence with APMRCL	apmetrorail@gmail.com
5.	EMD	Rs.14,00,000/- (Rupees Fourteen Lakhs only)
6.	Cost of RFP Document	Rs.660 /- (Rupees six hundred and sixty only incl. GST)
7.	Bid Validity	120 days after the opening of the Technical Proposal
8.	Estimated number of Key Personnel required	5
9.	Period of assignment	12 months from date of award or till completion of the last task i.e., signing of Concession Agreement by the Developer whichever is later.
10.	The formats of Technical Proposal	(i) Form 3A: Technical Proposal submission form (ii) Form-3B: Bidder information (iii) Form 3C: Certificate of Average Annual Turnover
		(iv) Form-3 D: Project Specific Experience Copy of Engagement Letter / Completion certificate to be provided to substantiate the claim
11.		(v) Form-3E: Description of Approach and Methodology and Work Plan (vi) Form-3G: Particulars of Key Personnel (vii) Form 3 H – Power of Attorney for Authorised Signatory (viii) Form-3I: CV of key Personnel

II. Entire Duration of On boarding Transaction Advisor

The Authority would endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1	Date of Publishing in website	16.02.2024
	Date of Downloading start of RFP from website	16.02.2024
2	Last date for receiving queries/ clarifications	19.02.2024
3	Pre-proposal meeting	22.02.2024
4	Authority response to queries	24.02.2024
5	Last date for Submission of Technical Bid + Financial Quote	02.03.2024
6	Opening of Technical Bids	02.03.2024
7	Invitation for Presentation	04.03.2024
8	Declaration of Technical Bid Result	After acceptance of Competent Authority
9	Opening of Financial Bids	To be informed after Technical Evaluation
10	Letter of Award (LOA)	Within One month after acceptance of Competent Authority

III. Completion of Services

All the deliverables shall be complied, classified, and submitted by the consultant to the Andhra Pradesh Metro Rail Corporation Limited in soft form. The documents comprising the deliverables shall remain the property of the Andhra Pradesh Metro Rail Corporation Limited and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of Andhra Pradesh Metro Rail Corporation Limited. The Assignment shall stand completed on acceptance by the Andhra Pradesh Metro Rail Corporation Limited of all the deliverables, as mandated under the Agreement/ work-order for the Assignment. Unless completed earlier, the Assignment shall be deemed completed and finally accepted by the Andhra Pradesh Metro Rail Corporation Limited and final deliverable shall be deemed approved by the Andhra Pradesh Metro Rail Corporation Limited as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable unless the Andhra Pradesh Metro Rail Corporation Limited, within such 60 days period, gives written notice to the Consultant specifying in detail, the deficiencies in the services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

Section-IV: Technical Proposal Forms

Form-3 A: Technical Proposal submission form
Covering Letter on the Letter Head of Applicant.

To,

.....

.....

.....

Sub: RFP dated [insert date and month], 2023 for Selection of DEA Empaneled Transaction Advisor for Providing Advisory Services for Development of Light Metro Rail System in Visakhapatnam, Andhra Pradesh on PPP Mode

Dear Sir

With reference to your RFP document dated, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant / Consortium] [insert full name and address Consultant/ each member of Consortium].

We understand you are not bound to accept any Proposal you receive.

Further,

- 1) We acknowledge that Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- 2) This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
- 3) We shall make available to Authority/Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 4) We acknowledge the right of Authority/Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) We certify that in the last 3 years, we/any of our Consortium Member have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6) We declare that:

- (a) We have examined and have no reservations to the RFP, including any Addendum/corrigendum issued by the Client;
 - (b) We do not have any conflict of interest in accordance with the terms of RFP
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7) We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
 - 8) We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 - 9) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our Consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
 - 10) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors / Managers
 - 11) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of consultant or in connection with the selection process itself in respect of the above-mentioned Assignment.
 - 12) We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Assignment is not awarded to us or our proposal is not opened or rejected.
 - 13) We agree to keep this offer valid for one hundred twenty (120) days from the Proposal Due Date specified in the RFP.
 - 14) A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
 - 15) EMD and RFP processing fee as provided in the RFP has been paid by us and we are enclosing the proof of the such payment.
 - 16) In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 - 17) We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection

process including the award of consultancy.

18) The Technical and Financial Proposal is being submitted. This Technical Proposal read with the Financial Proposal shall constitute the application which shall be binding on us.

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

Your Sincerely

(Authorized Signatory)

Form-3B: Bidder information Sheet

Bidder Name [Insert full name]
Bidder's Party Name [insert full name of Applicant's Party]
Bidder's Party country of registration [indicate country of registration]
Bidder's year of constitution [indicate year of constitution]
Bidder's legal address in country of constitution [insert street/number/town or city/ country]
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>
Attached are copies of original documents of <ul style="list-style-type: none"> • Articles of Incorporation (or equivalent documents of constitution or association), and / or registration documents of the legal entity named above • In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status • Included are the organizational chart, a list of Board of Directors, and the beneficial ownership

Note: This Form shall be supplied with Identity proof of the authorized representative

(Refer Clause 5)

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

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Form-3D: Project Specific Experience
(Refer Clause 5)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying similar works under this assignment.]

1. Use projects with copy of proof of experience as required for meeting the minimum Qualification criteria prescribed
2. Exhibit only those projects undertaken in the past Seven (7) years from the Proposal Due Date
3. Projects without the proof of completion including start date, end date and value of the work executed as applicable from respective client will not be considered.

#	Client Name, Name of work & Location of Project	Contract Value	Date of Start of Work	Completion Date	Details of Work	Remarks

Firm's Name :

Authorized Signature :

- * The Bidder shall enclose document proof viz. engagement letter / copy of the completion certificate issued by the client for all Assignments above

Note:

1. For the purpose of evaluation, Bidders should assume 7% inflation for Indian Rupees every year and 2% for foreign currency portions per year compounded annually.
2. Bidders should mention the maximum value of similar works executed during the last seven years (adjusted last day of the month previous to the one in which this Tender is invited).
3. In case of foreign currency, it should first be escalated at the rate mentioned above and then the amount so derived shall be converted to INR at the exchange rate prevailing last day of the month previous to the one in which this Tender is invited.
4. Exchange rate should be taken from official website of RBI (<https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx>)
5. In case exchange rate for the currency in consideration is not available on RBI website (mentioned above), Bidders shall quote exchange rates from websites such as www.xe.com, www.oanda.com, along with copy of the exchange rate used by the Bidder for the conversion.
6. Any additional comments / information to substantiate that the said work conforms to the specified similar works can also be indicated by the bidder as deemed fit.
7. Please limit the description of each project in two A4 size sheet of paper. Descriptions exceeding two (02) A4 size sheet of paper may or may not be considered for evaluation

Form-3 E: Description of Approach, Methodology and Work Plan for Performing the Assignment
(Refer Clause -16)

Technical approach, methodology and work plan are key components of the Technical Proposal. The Applicant will present its Technical Proposal (items a, b and c below) in no more than 40 single sided or 20 double sided printed sheets (A- 4 size, minimum 11 font size). The Page count does not include the Forms.

- (j) Technical Approach and Methodology
- (v) Work Plan
- (w) Organization and Staffing

Technical Approach and Methodology: In this section the Applicant should explain the understanding of the assignment, approach to the services and methodology for carrying out the activities to accomplish the objectives mentioned. The consultant should highlight any challenges anticipated in delivering a programme of this nature and discuss proposed approaches to overcome the challenges and meet the requirement of the assignment.

Work Plan: In this section the Applicant should describe the overall work plan for the activities of the assignment. The work plan must show (i) mobilization details for the Key Personnel (ii) Key tasks and deliverables which form the basis of invoice payment.

Organization and Staffing: In this section the Applicant should briefly discuss the structure, composition, roles and responsibility of the integrated team and how the integrated team will drive the assignment.

Form 3 F: Details of Key Personnel
(Refer Clause -5)

Form- 1: Particulars of Key Personnel

S. No	Designation	Name	Educational Qualification	Length of Professional Experience (Years)	Present Employment		No. of Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Finance Expert (Team Leader)						
2.	Demand & Economic Assessment Expert						
3.	Contract / Material management Expert						
4.	Civil infra design and structural Expert						
5.	Electrical, systems and rolling stock Engineering expert						

Form-3G: Curriculum Vitae (CV) of Key Personnel

(Refer Clause -16)

1. **Proposed Position/Designation :**
2. **Name of Firm :**
[Insert name of firm proposing the staff]
3. **Name of Staff: [Insert full name] :**
4. **Date of Birth :**
5. **Nationality :**
6. **Education :**
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment. In case of foreign degrees, Indian equivalent to be indicated]:
7. **Membership of Professional Associations :**
8. **Other Training :**
9. **Countries of Work Experience :**
[List countries where staff has worked in the last ten years] :
10. **Language Known :**
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] :
11. **Employment Record :**
[Starting with present position, list in reverse order every employment held by staff member 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 :.....
12. **Detailed Tasks Assigned**
[List all tasks to be performed under this Assignment/Job] :
13. **Work 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 12.]

Name of Assignment/Job or project :

Year:

Location:

Employer:

Main Project Features Position Held:

Activities Performed:

Period of deployment

14. 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]

FORM 3 H: Power of Attorney for the Authorised Representative

(To be executed on Non-Judicial Stamp Paper of Rs. 100 and duly notarized)

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.son/daughter/wife and presently residing at ... who is presently employed with/retained by us and holding the position of, as our true and lawful attorney (hereinafter referred to as the **"Authorised Representative"**), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for **"Providing Transaction Advisory Services for Development of Light Metro Rail System in Visakhapatnam on PPP"**. The selection of Consultant for Andhra Pradesh Metro Rail Corporation Limited (the **"Authority"**) including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with the Employer.

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

**IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE
EXECUTED
THIS POWER OF ATTORNEY ON THIS ... DAY OF. , 20****

...
(Signature, Name, Designation
and Address) Witnesses:

1.....

2.

Accepted

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant
3. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant

Section-V: Financial Proposal Forms

Form- 4A Financial Proposal Letter

<Covering Letter (On Applicant's letter head)>

(Date and Reference)

To,

Dear Sir,

Subject: Appointment of DEA Empaneled Transaction Advisor for **Providing Transaction Advisory Services for Development of Light Metro Rail System in Visakhapatnam on PPP model.**

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

I/We agree that this offer shall remain valid for a period of 120 (One Hundred twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

Form- 4B:- Financial Proposal

S.No	Description	Amount in Words (INR)	Amount in Figure (INR)
A	End to End Transaction Advisory Cost		
1	Total Financial Quote		
2	GST (18%) or as applicable		
3	Grand Total		

Note:

1. The financial evaluation shall be based on the Total Financial Quote (as at Sr. No. 3 of the table above)
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.

Signature, name, and designation of the Authorized
Signatory Name of Firm: Address:

Section -VI: Terms of Reference

Terms of Reference for Selection of DEA Empaneled Transaction Advisor for Providing Advisory Services for Development of Light Metro Rail System in Visakhapatnam on PPP Mode

1. Background

Andhra Pradesh Metro Rail Corporation Limited intends to engage a suitable Consultant as transaction advisors to assist the Metro Rail Corporation in project structuring, preparation of transaction documents and running the transaction process till signing of Concession Agreement between the Corporation and Concessionaire for developing the Light Rail Metro System in Visakhapatnam through PPP mode:

Details of the proposed Light Metro Corridors:

S.No	Name of Corridor	Length (kms)	No. of Stations
1	Steel Plant to Kommadi Junction	34.40	29
2	Gurudwara to Old Post Office	5.07	6
3	Tadichetlapalem to Chinna Waltair	6.75	7
4	Kommadi Junction to Bhogapuram Airport	30.67	12
	Total Length (Kms)	76.90	54

The project would be developed based on conceptual and business plans suggested by the selected Consultant for development of Light Rail Metro System on PPP. With the objective of developing the project under a Public Private Partnership (PPP) framework, Andhra Pradesh Metro Rail Corporation Limited seeks the services of a qualified firm for acting as a "Transaction Adviser".

1 A. Objective of the Contract:

The objective of this consultancy is to undertake Transaction Advisory Services for Visakhapatnam Light Metro Rail Project in a manner which ensures:

- a) Participation by the best available firms in the bidding process.
- b) Financing of the Capital cost by the Concessionaire and the other State holders.
- c) Optimizing the Revenue potential of the project

2. Detailed Scope of Work for the services

The scope of work for the Consultant is as under:

- I. Assisting the APMRCL in the entire bidding process up to the signing of the concession agreement;
- II. The Consultant shall review the data / feasibility reports / other project documents available with APMRCL and update the same as per current needs of the City and ridership assessment. APMRCL shall provide the relevant data needed by the

- Consultant for the same.
- III. Providing Schedule of Dimensions for Light Metro Rail System.
 - IV. Review and update the cost estimates contained in the detailed estimate of the project;
 - V. Prepare a reasonable estimation of the likely revenues;
 - VI. Assisting the Project Authority in identification of project risks and in allocation of the same in an efficient and economic manner;
 - VII. Development of various possible alternatives for revenue maximization and preparation of Revenue Model for the Project;
 - VIII. Preparation of a consolidated list of approvals / consents / clearances required from Government Instrumentalities;
 - IX. Preparation of Bid documents including the relevant Schedules of the Concession Agreement.
 - X. Carrying out the Bid Process on behalf of APMRCL.
 - XI. Assistance in evaluation of Technical Bids and Financial Bids for selection of the Project Developer.

3. Deliverables Timelines and Payment Terms

The Consultant will prepare and submit the following reports to the Client:

Mile stone	Deliverable	Tentative Timeline (weeks)	Payment (%)
I	Submission of Inception Report to the PSA	T+ 6	5
II	Preparation & submission of feasibility report	T+12	10
III	Preparation & submission of draft project report	T+28	15
IV	Preparation of Bid documents	T+32	10
V	Floating of RFP Completion of Bid Evaluation Stage and issue of LOA by the PSA	T+33	-
VI	Pre-bid conference	T+39	-
VII	Reply to queries	T+42	10
VIII	Receipt of proposals	T+48	-
IX	Bid evaluation	T+49	15
X	Issuance of LOA	T+50	10
XI	Signing of concession agreement	T+56	25
Total Payment		12 months 15 days	100

All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.

- 1.1 The Deliverables and time lines for providing the services in respect of the TAS project shall be as provided in the table above. Above time lines are indicative and actual time may vary depending on various reasons beyond the control of Authority or consultant.
- 1.2 In such case, the time lines for the assignment shall be extended mutually between APMRCL and the consultant from initial expected period of

completion of milestones at no penalty to consultant and at no extra cost to the APMRCL provided there is no change in scope of services and there is no failure of performance on the part of Consultant.

4. Duration of Contract

Term of Agreement is governed by 'Scope of work' i.e., 12 months from date of award or till completion of the last task i.e., signing of Concession Agreement by the Developer whichever is later, without additional payment on either side over and above the contract value.

Section-VII: Draft Agreement for Transaction Services

Draft Agreement for provision of Transaction Services

AGREEMENT FOR PROVISION OF TRANSACTION SERVICES FOR VISAKHAPATNAM LIGHT METRO RAIL PROJECT, ANDHRA PRADESH.

This AGREEMENT (hereinafter called the "Agreement") is made on the day of the month of 2024, between, on the one hand, the Managing Director acting through .AP Metro Rail Corporation (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 Project (herein after called the "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:

1. GENERAL

1.1 Definitions and Interpretation

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

- a) **"Additional Costs"** shall have the meaning set forth in Clause 6.1.2.
- b) **"Agreement"** means this Agreement, together with all the Annexes.
- c) **"Agreement Value"** shall have the meaning set forth in Clause 6.1.2.
- d) **"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.
- e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3.

- f) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP.
- g) **“Dispute”** shall have the meaning set forth in Clause 9.2.1.
- h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1.
- i) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India.
- j) **“Government”** means the Government of India and Government of AP.
- k) **“INR”** means Indian Rupee.
- l) **“Member”** in case the Consultant consists of a consortium of more than one entity, means any of these entities, and **“Members”** means all these entities.
- m) **“Party”** means the Authority, or the Consultant and Parties means both.
- n) **“Personnel”** means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof.
- o) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India.
- p) **“RFP”** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted.
- q) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto.

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

1.2 **Relation between the Parties**

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

1.3 **Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be

as set forth in the Agreement, in particular:

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

1.4 Governing law and jurisdiction

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

The agreement shall be governed and construed in accordance with laws of India and the parties may hereby submit to the exclusive jurisdiction of the Courts in Vijayawada, Andhra Pradesh.

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- a) 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 set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- 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 set out below in Clause 1. 10 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.

1.8 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 Financial Expert to spend the required man hours 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.

1.9 Authority of Member-in-charge

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

1.10 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

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:

1.11 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.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

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

2.2. Commencement of Services

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

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 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.

2.4. Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the later 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 [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5. Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid

and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7. Force Majeure

2.7.1. Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather
- b) 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.
- c) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both
 - (A) take into account at the time of the conclusion of this Agreement, and
 - (B) avoid or overcome in the carrying out of its obligations hereunder.
- d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

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

2.7.3. Measures to be taken

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

2.8. Suspension of Agreement

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

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of

termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2. 9. 1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 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 pursuant to Clause 9 hereof.
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations, or interests of the Authority and which the Consultant knows to be false.
- e) any document, information, data, or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect, or misleading.
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue.
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the Authority fails to comply with any final decision reached because of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or

upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof;

(iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination.
- b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- c) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1. Standards of Performance

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

3.1.2. Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annexure 1. 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.

3.2 Conflict of Interest

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

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

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any sub consultant and any entity affiliated with sub consultant, 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 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 pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any sub consultant as well as Personnel and agents of either of them, 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 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, 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.

3.3 Confidentiality

The Consultant, sub consultants and the Personnel of either of them 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, sub consultant and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, sub consultant and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant, and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant and the Personnel of either of them.
- 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 and the Personnel of either of them 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 or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel of either of them, as the case may be, 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.

3.4 Liability of the Consultant

- 3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- a) for any indirect or consequential loss or damage; and
- b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, 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 any firm acting on behalf of the Consultant in carrying out the services subject, however, to a limit equal to 3 times the agreement value.

3.5 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.

3.6 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/Support personnel as are not listed in Annexure-10.
- b) any other action that is specified in this Agreement.

3.7 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 fortnightly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted on the 15th and 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 fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

4. Consultants' Personnel

4.1 General

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

4.2 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 Annexure-2 of this Agreement.
- 4.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annexure-3 may be made by the Consultant by written notice to the Authority, provided that (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 30% (thirty per cent), and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any adjustments shall only be made with the written approval of the Authority.
- 4.2.3. 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 set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1. The Key Personnel listed in Annexure-2 of the Agreement are hereby approved by 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 Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-III (Form-3) of 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. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling

circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 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 to be allowed to the Personnel is excluded from the man days of service set forth in Annexure-3. 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.

4.6. Financial expert and project manager

The person designated as the financial expert of the consultant's personnel shall be responsible for the coordinated, timely and efficient functioning of the personnel. In addition, the consultant shall designate a suitable person as project manager who shall be responsible for day-to-day performance of the services.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

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

- a) provide the Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant or Personnel to perform the Services.
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration 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 aforesaid Agreement Value.

All service tax and other taxes other than 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 Authority.

5.3 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annexure-5 of the Agreement.
- 6.1.2. Except as may be otherwise agreed under Clause 2.6, 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) .

6.2 Currency of payment

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

6.3 Mode of billing and payment

- Billing and payments in respect of the Services shall be made as follows:
- a) The Consultant shall be paid for its services as per the Payment Schedule at Annexure -5 of this Agreement and the rates specified in Annexure- 4 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
 - b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
 - c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final

Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.

- d) Any amount which the Authority has paid or caused to be paid more than the amounts payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @10% (ten percent) per annum.
- e) All payments under this Agreement shall be made to the account of the Consultant as maybe notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGESAND PENALTIES

7.1 Performance Security

- 7.1.1. For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10 % (Ten percent) of the Agreement Value (the "Performance Security"); provided, however, that the Consultant shall be required to provide a Performance Security in the form of a bank guarantee or cash deposit.

Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e- Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects [as per amendment in GFR 170 (i) and GFR 171(i)].

- 7.1.2. Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10% (ten percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause
- 7.1.3. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Financial Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.4. The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form

specified at Annexure-6 of this Agreement.

7.2 Liquidated Damages

7.2.1. Liquidated Damages for error/variation

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

7.2.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum 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.

7.2.3. Encashment and appropriation of Performance Security

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

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the 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.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either

of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

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

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Managing Director, APMRCL 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 15 (Fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 15 (Fifteen) day period or the Dispute is not amicably settled within 30 (Thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the 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.

- 9.4.2 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.
- 9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority as the case may be and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Awarding any arbitration proceedings hereunder.

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

Signed, Sealed and Delivered
For and on behalf of consultant:
(Signature) (Name)
(Designation) (Address)
In the presence of: 1. Signed, Sealed and Delivered

For and on behalf of Authority
(Signature)
(Name) (Designation) (Address)

Annexure-I Terms of Reference (Refer Clause 3.1.2)

Reproduce Scope of Work

Annexure-2 Deployment of Key Personnel
(Refer Clause 4.2)
(Reproduce as per Form-3F of Section-III: Technical Proposal Form)

Annexure-3 Total Cost of Assignment

(Reproduce as per Form-4B of Section-IV: Financial Proposal Form)

Annexure -4 Rates specified for the schedule of works.

Annexure-5 Payment Schedule (Refer Clause 6)

Annexure-6

Bank Guarantee for Performance Security

(Refer Clause 7)

To

The MD, Andhra Pradesh Metro Rail Corporation Limited

In consideration of.acting on behalf of the
Chairman.....

.....(hereinafter referred as the “**Authority**” which
expression shall, unless repugnant to the context or meaning thereof, include its
successors, administrators and assigns) awarding to, having its office at
(hereinafter referred as the

“**Consultant**” which expression shall, unless repugnant to the context or meaning
thereof, include its successors, administrators, executors and assigns), vide the
Authority’s Agreement no.....

datedvalued at (Rupees), (hereinafter referred
to as the "Agreement") the assignment for consultancy services in respect of the
Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to
Rs.....

(Rupees

.....
)

to the Authority for performance of the said Agreement.

We, (Hereinafter referred to as the “**Bank**”) at the request of the
Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs
.....

(Rupees) against any loss or damage caused to or suffered
or would be caused to or suffered by the Authority by reason of any breach by the said
Consultant of any of the terms or conditions contained in the said Agreement.

22 We,(indicate the name of the Bank) do hereby undertake to pay the amounts due
and payable under this Guarantee without any demur, merely on a demand from the
Authority stating that the amount/claimed is due by way of loss or damage caused to or
would be caused to or suffered by the Authority by reason of breach by the said
Consultant of any of the terms or conditions contained in the said Agreement or by
reason of the Consultant's failure to perform the said Agreement. Any such demand
made on the bank shall be conclusive as regards the amount due and payable by the
Bank under this Guarantee. However, our liability under this Guarantee shall be
restricted to an amount not exceeding Rs.....(Rupees.....,
).

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

24 We, (indicate the name of Bank) further agree that the Guarantee herein contained shall

remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

25 We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

26 This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

27 We, (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

28 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to
..... crore (Rupee's crore) only. The Bank shall be
liable to
pay
the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [(indicate the date falling 365 days after the Bid Due Date specified in the RFP)].

Dated, theday of 2022

For

(Name of Bank)

(Signature, name and designation of the

authorized signatory)

Seal of the Bank:

NOTES:

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