



Infrastructure Corporation of Andhra Pradesh Limited (INCAP)

REQUEST FOR PROPOSAL (RFP)

SELECTION OF TECHNICAL CONSULTANT

FOR

**PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR
THE SRISAILAM RING ROAD PROJECT IN KURNOOL DISTRICT OF
ANDHRA PRADESH**

(SEPTEMBER 2016)

(PROPOSAL DUE DATE: 14-10-2016)

(This RFP document is meant for exclusive purpose of submitting the proposals and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

Mode of Selection: Quality cum Cost based Selection (QCBS)

Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)
10-2-1, III Floor, FDC Complex, AC Guards,
Hyderabad – 500 028, India
Tel: +91-40-2332 1771/72; Email: incap@incap.co.in, Web: www.incap.co.in



Infrastructure Corporation of Andhra Pradesh Ltd.

Under the control of Infrastructure & Investment Dept., GoAP)
10-2-1, III Floor, FDC Complex, AC Guards, Hyderabad – 500 028, India



Request for Proposal (RfP)

Notice No. INCAP/AP/P/Srisailam Devasthanam/RRP/31/2016/1 Dt: 26-09-2016

Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP) invites Proposals from reputed technical Consultancy firms **for preparation of Techno Economic Feasibility Report for the Srisailam Ring Road Project in Kurnool district of Andhra Pradesh.**

Interested consultancy firms may download the Request for Proposal (RFP) document from the website of INCAP @ www.incap.co.in.

The last date for submission of the proposals is on or before 15:00 hours IST on 14.10.2016

All other details including any date extensions, clarifications, amendments, corrigenda etc., will be uploaded only to the website of INCAP and will not be published in Newspapers. Hence, Applicants may regularly visit the website of INCAP to keep themselves updated.

Sd/- **Vice Chairman and Managing Director**

For further details and queries please contact at Ph: +91 40 23321771/2;

E-mail: incap@incap.co.in

INFRASTRUCTURE CORPORATION OF ANDHRA PRADESH (INCAP)**10-2-1, 3rd FLOOR, FDC COMPLEX, AC GUARDS, HYDERABAD – 500028, India,****Tel: +91-40-2332 1771/72 Fax: +91-40-2332 1773 Email: incap@incap.co.in.****Selection of Technical Consultant for preparation of Techno Economic Feasibility Report for the Srisaillam Ring Road Project in Kurnool district of Andhra Pradesh****RFP Notice No. INCAP/AP/P/Srisaillam Devasthanam/RRP/31/2016/1 Dt: 26-09-2016****REQUEST FOR PROPOSAL DOCUMENT – DATA SHEET**

1	Name of the Consultancy assignment	Selection of Technical Consultant for preparation of Techno Economic Feasibility Report for the Srisaillam Ring Road Project in Kurnool district of Andhra Pradesh
2	Last date of receipt of queries (by email only).	1700 hrs. IST on 01-10-2016
4	Last date & time for submission of Proposal (Proposal Due Date) (PDD)	1500 hrs. IST on 14-10-2016
5	Date & time for opening of Part I Technical Proposal	1600 hrs. IST on 14-10-2016 in the Board room of Infrastructure Corporation of Andhra Pradesh, #10-2-1, 3 rd FLOOR, FDC COMPLEX, AC GUARDS, HYDERABAD – 500028, India.
6	Date and Time of opening of Part II- Financial Proposal	Will be intimated to technically qualified bidder(s) by email.
7	Proposal Processing Fee (Non Refundable)	Rs. 20,000/- (Rupees Twenty Thousand only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favor of the Vice Chairman and Managing Director, INCAP Ltd., payable at Hyderabad. The Proposal Processing Fee shall remain valid for 80 (Eighty) days after the PDD.
8	Bid Security (Refundable)	Rs. 100,000/- (Rupees One Lakh Only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Hyderabad. The Bid Security shall remain valid up to 80 (Eighty) days from the PDD.
9	Validity of Proposal	The Proposal shall be valid for 90 days from the PDD.

Acknowledgement:

This document shall be returned duly signed on each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that it will use this document only for the sole purpose of participating in the Proposal process for the **selection of Technical Consultant for preparation of Techno Economic Feasibility Report for the Srisailam Ring Road Project in Kurnool district of Andhra Pradesh** and must not be used for any other purpose. This document must not be passed to any third party except for professional advisers assisting with this proposal submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the Issuing Authority.

Vice Chairman & Managing Director.

Signature of the Issuing Authority

Vice Chairman & Managing Director
Infrastructure Corporation of Andhra Pradesh Ltd.
(INCAP)
#10-2-1, 3rd Floor, FDC Complex,
AC Guards, Hyderabad – 500028, India.
Tel: +91-40-2332 1771/72
Email: incap@incap.co.in.
Website: www.incap.co.in

DISCLAIMER

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

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

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

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

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

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

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

The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or

any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

GLOSSARY

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorized Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.4
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in 2.1.4
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Member	As defined in Clause 2.3.3 (a)
Official Website	as defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(m) of Schedule-2

PPP	Public Private Partnership
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(o) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.2
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Request for Proposal

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1. INTRODUCTION

1.1. Background

- 1.1.1. The shrine of Lord Mallikarjuna picturesquely situated on a flat top of Nallamalai Hills, Srisailam is reputed to be one of the most ancient kshetras in India. It is on the right side of the River Krishna in Kurnool District of Andhra Pradesh. It has been a popular centre of Saivite pilgrimage for centuries. Even today lakhs of devotees visit the temple every year. Srisailam Devasthanam is the 2nd largest receiver of pilgrims exceeded only by Tirumala Tirupati Devasthanam. Peak pilgrim inflow to the temple occurs during the festivals of Mahashivaratri and Ugadi. The temple is presently visited by 10,000 pilgrims per day on weekdays and 50,000 pilgrims per day on weekends. This number goes up to 200,000 pilgrims during the important festivals. Apart from Andhra Pradesh and Telangana, pilgrims to the temple primarily originate from the states of Maharashtra and Karnataka.

For facilitation of the development of the temple area, to provide more comfort to the pilgrims and to make the location more attractive for religious tourism, it has been decided to develop about 7 km ring road around Srisailam Temple (Adi Sankara Marg) (the “**Project Road**”) in PPP mode.

- 1.1.2. The Srisailam Devasthanam entrusted the Project to Infrastructure Corporation of Andhra Pradesh herein after called INCAP, (under the control of the Energy, Infrastructure and Investment Department, Government of Andhra Pradesh (the “**Authority**”), for facilitating required technical studies and undertaking bid process for selection of developer for the Project Road in PPP mode.
- 1.1.3. In pursuance of the above, the Authority has decided to carry out the process for selection of Technical Consultant **based on Quality cum Cost Based Selection (QCBS)**. The QCBS method is adopted and adequate weightage is given to the required level of expertise from the applicants. The weightage given to technical and financial scores are in the ratio of **70:30**. The applicant scoring the highest combined score as per the evaluation process detailed in clause 3 will be selected for award of contract as per the RFP.

Accordingly, the Authority invites proposals to select **Technical Consultant (the “Consultant”)** for preparation of Techno Economic Feasibility Report for the Srisailam Ring Road Project in Kurnool district of Andhra Pradesh

1.2. Request for Proposals

The Authority invites separate proposals for the Project from competent firms in the form of sealed envelopes containing Technical & Financial Proposals (the “**Proposals**”) for the selection of the Technical Consultant (the “**Consultant**”).

The Authority intends to select the Consultant through QCBS in accordance with the procedure set out herein. The Consultant is expected to undertake the assignment in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”) (collectively the “**Consultancy**”)

1.3. Due diligence by applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by sending queries to the Authority (by email only).

1.4. Release of RFP Document

The RFP document will be made available in the website of the Authority from the date of publication of RFP notification.

1.4.1 Proposal Processing Fee

The Applicant shall furnish, as a part of each Proposal, a non-refundable proposal processing fee (the “Proposal Processing Fee”) of Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of a Demand Draft issued by any of the Nationalized/ Scheduled Banks in India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Hyderabad. The Proposal Processing Fee shall have its validity up to 80 (Eighty) days from the Proposal Due Date (the “PDD”).

1.5. Validity of the Proposal

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

1.6. Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the proposal comprising technical and financial Proposals to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant(s) will be invited for negotiations (the “**Selected Applicant**”) while the second ranked Applicant will be kept in “Reserve”.

1.7. Currency conversion rate and payment

- 1.7.1. For the purposes of evaluation of Proposals, US\$ shall be converted to INR at the rate prescribed by Reserve Bank of India (RBI) as on the date 28 (Twenty Eight) days prior to the Proposal Due Date. In case of any other currency, the same shall first be converted to US\$ using daily representative exchange rates published by the International Monetary Fund as on the date 28 (Twenty Eight) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR as detailed above.
- 1.7.2. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8. Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Event Description	Date & Timings
Date of issue of RFP	26-09-2016
Last date for receiving queries/clarifications	1700 hrs. IST on 01-10-2016
Proposal Due Date or PDD	1500 hrs. IST on 14-10-2016
Opening of Technical Proposals	1600 hrs. IST on 14-10-2016.
Opening of Financial Proposal	To be intimated to the technically qualified bidder(s)
Letter of Award (LOA)	Within 3 days of selection of the successful bidder(s)
Acknowledgement of LOA	Within 03 days of issuance of LOA
Signing of Agreement	Within 07 days of issuance of LOA
Validity of Proposals	90 days from PDD

1.9. Deleted (Site visit organized by the Authority)

1.10. Deleted (Pre-Proposal Conference)

1.11. Communications

- 1.11.1. Submission of Proposal(s) in hard copy in response to this RFP through registered post/speed post/ courier or hand delivered, shall be addressed to:

The Vice Chairman & Managing Director,
Infrastructure Corporation of Andhra Pradesh,

#10-2-1, 3rd floor, FDC Complex, AC Guards, Hyderabad – 500028

Phone: +91 40-23321771/2

Email: incap@incap.co.in

For any details and queries, please contact Ph: +91 40-23321771/2,

Email: incap@incap.co.in

The Consultants are advised in their own interest to ensure that completed Proposal(s) reaches the office of Authority at the address mentioned well before the date stipulated in the document. Proposals submitted through Speed post/ Registered Post / Courier / Hand delivered will be accepted. Proposals submitted through Telex / Telegraphic / Fax / email will not be considered and summarily rejected.

Proposals received after the date and time stipulated in this RFP will not be considered and shall be summarily rejected.

- 1.11.2. The official website of the Authority is: <http://www.incap.co.in>. All details including this RFP document, any Proposal Due Date extensions, clarifications, amendments, addenda, corrigenda, etc., in respect of this notification will be uploaded only to the website of the Authority and will not be published in Newspapers.
- 1.11.3. All communications, including the envelopes, shall contain the following text, to be marked at the top in bold letters:

RFP Notice No. INCAP/AP/P/Srisailam Devasthanam/RRP/31/2016 Dt: 26-09-2016

**SELECTION OF TECHNICAL CONSULTANT FOR PREPARATION OF TECHNO
ECONOMIC FEASIBILITY REPORT FOR THE SRISAILAM RING ROAD PROJECT
IN KURNOOL DISTRICT OF ANDHRA PRADESH**

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Scope of Proposal

- 2.1.1. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (**the “Sole Firm”**) in response to this invitation (**the “Applicant”**). The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3. The Applicant shall submit its Proposal(s) in the form and manner specified in this Clause 2.16 of the RFP. The Technical proposal shall be submitted in the form(s) at Appendix-I and the Financial Proposal shall be submitted in the form(s) at Appendix-II. Upon selection, the Applicant(s) shall enter into an agreement with the Authority in the form specified in Schedule-2.
- 2.1.4. **Key Personnel**

The **“Consultancy Team”** shall consist of the following key personnel (the **“Key Personnel”**) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
1. Senior Highway Engineer – cum - Team leader (the “Team Leader”)	Shall lead, co-ordinate and supervise the multidisciplinary team for preparation of the Techno Economic Feasibility Report. Shall be responsible for design of rigid/flexible pavement on the project road and suggesting any new technology involved in design /construction of rigid/ flexible pavements. Shall be responsible for suggesting options for provision of bridges and other structures, if any. Shall be responsible for project costing and estimating financial viability of the Project.
2. Traffic Expert	Shall be responsible for assessment of traffic forecast on the project road and suggesting broad layout of intersections, interchanges, grade separators and safety devices etc. as required.

Key Personnel	Responsibilities
3. Surveyor and GIS Expert	Shall be responsible for quick traverse survey of the alignment and preparing land plans of the project road. Shall be responsible for suggesting options for alignment by studying the Satellite imageries and Digital Terrain Model
4. Financial Analyst	Shall be responsible for modeling of the proposed project and assessment of financial and economic viability of the Project Road to be undertaken in PPP mode.

Other experts/support staff as required for this Project may also be proposed by the Consultant. The names with qualification and experience details of all the Key Personnel, and other experts as may be proposed by the Consultant shall be indicated as in Technical Proposal formats in Appendix I - Form 6 with all supporting documentation. The deployment plan of Key Personnel shall also be laid out as in Appendix I – Form 12.

3.1. Conditions of Eligibility of Applicants

3.1.1. 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.

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

(A) Technical Capacity: The Applicant shall have, over the past five years preceding the PDD, undertaken a minimum of 2 (Two) Eligible Assignments as specified in Clause 3.1.4.

(B) Financial Capacity: The Applicant shall have received an average income of Rs. 20 crore (Rupees Twenty Crore) or USD 3 million (United States Dollar Three Million) from professional fees during the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fee hereunder refers to fee received by the Applicant for providing advisory or consultancy services to their clients.

(C) Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below. The Senior Highway Engineer – cum - Team Leader and Traffic Expert shall be permanent employees of the Applicant for at least six months preceding the Proposal Due Date.

(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below. Even one Key Person not meeting the Eligibility will result in the Proposal being disqualified.

Key Personnel - position	Educational Qualification	Length of Professional Experience	Experience in similar assignments suitable for proposed position
Senior Highway Engineer – cum - Team Leader	Graduate in Civil Engineering	12 years	Should have led the team for one Eligible Assignment
Traffic Expert	Post Graduate in Traffic and/ or Transportation Engineering/ Planning	10 years	Should have worked as a Traffic/ Transportation Engineer/ Planner for one Eligible Assignment
Surveyor and GIS Expert	Diploma in Surveying or Post Graduate/ Graduate /Diploma in Civil Engineering with GIS Applications as one of the main subjects	7 years	Should have worked as Surveyor or as a GIS Expert for one Eligible Assignment
Financial Analyst	Chartered Accountant or MBA/PGDM in Finance	7 years	Should have undertaken financial analysis and modelling for one Eligible Assignment

(E) **Conditions of Eligibility for Firms:** All Applicants shall have a registered office in India. For proof of registration the Applicant needs to necessarily submit a photocopy of the Certificate of Registration and a photocopy of the PAN card issued to them by Income Tax Department, Government of India.

- 3.1.3. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors[§] stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD as per format at Form-5 of Appendix-I and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 3.1.4. The Applicant shall enclose with its Proposal, a Proposal Processing Fee as specified in the Data Sheet and Clause 1.4.1
- 3.1.5. The Applicant shall enclose with its Proposal, a Bid Security as specified in the Data Sheet.
- 3.1.6. The Applicant shall submit a Power of Attorney as per the format provided at Form-4 of Appendix-I, however, such Power of Attorney would not be required if the Application/ Proposal is signed by an authorized partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 3.1.7. Any entity which has been barred by the Central Government/ any State Government/ a statutory authority / a public sector undertaking of India, 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 Associate.
- 3.1.8. An Applicant 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 Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 3.1.9. While submitting a Proposal, the Applicant shall attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

3.2. Conflict of Interest

- 3.2.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the Bid Security, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

[§] No separate annual financial statements should be submitted.

- 3.2.2. The Consultant shall provide professional, objective, and impartial advice and at all times holds the Authority's interests paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 3.2.3. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, or its Associate (or any constituent thereof) and any other Applicant or its Associate (or any constituent thereof), have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

- (f) there is a conflict among this and other consulting assignments of the Applicant (including its Personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing Consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

3.2.4. An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) 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 performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for 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 Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.3. Number of Proposals

No Applicant shall submit more than one Proposal for the Consultancy. An Applicant shall not be entitled to submit another application.

3.4. Cost of Proposal

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

3.5. Site visit and verification of information

To obtain first-hand information on the Consultancy assignment, if need be, the Consultant(s) may make site visits of locations, visit to the office of Authority before submitting the Proposal. Please note that the expenditure incurred towards cost of preparing the proposal and negotiating the contract, including the site visits, are not reimbursable.

3.6. Acknowledgement by Applicant

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

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

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

3.7. Right to reject any or all Proposals

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

3.7.2. Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

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

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

B. DOCUMENTS

3.8. Contents of the RFP

3.8.1. This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

Schedule - 1. Terms of Reference

Schedule - 2. Form of Agreement

- Annexure - 1. Terms of Reference
- Annexure - 2. Deployment of Key Personnel
- Annexure - 3. Cost of Services
- Annexure - 4. Payment Schedule
- Annexure - 5. Bank Guarantee for Performance Security

Schedule - 3. Guidance Note on Conflict of Interest

Appendices:

Appendix-I Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of Applicant
- Form 6: Particulars of Key Personnel
- Form 7: Proposed Methodology and Work Plan
- Form 8: Abstract of Eligible Assignments of Applicant
- Form 9: Abstract of Eligible Assignments of Key Personnel
- Form 10: Eligible Assignments of Applicant
- Form 11: CV of Key Personnel
- Form 12: Deployment of Key Personnel
- Form 13: Survey & Field Investigations

Appendix-II Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

Appendix-III Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Authority

3.9. Clarifications

- 3.9.1. Applicants requiring any clarification on the RFP may send their queries by email (incap@incap.co.in) with a **Subject line – Queries concerning RFP - Selection of Technical Consultant for preparation of Techno Economic Feasibility Report for the Srisailem Ring Road Project in Kurnool district of Andhra Pradesh;** before the time and date mentioned in the Schedule of Selection Process at Clause 1.8.
- 3.9.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

3.10. Amendment of RFP

- 3.10.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website (www.incap.co.in).
- 3.10.2. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

3.11. Language

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

3.12. Format and signing of Proposal

- 3.12.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 3.12.2. The Applicant shall prepare one original set of each Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (One) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copy, the original shall prevail. Additionally, a soft copy in MS Word and PDF format of the Technical Proposal shall be submitted in a CD/DVD/Pen drive. In case of any discrepancy between the soft copy and hard copy, the hard copy shall prevail.
- 3.12.3. The Proposal and its copy shall be hard bound/spiraled documents and the Covering Letters of the Proposal shall be signed by the authorized signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal shall be numbered and initialled by the person signing the Proposal. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
- a) by the proprietor, in case of a proprietary firm; or
 - b) by an authorized partner, in case of a partnership firm and/or a limited liability partnership; or
 - c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation

A copy of the Power of Attorney certified under the hands of an authorised partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form- 4) or a Board Resolution authorizing the Signatory shall accompany the Proposal.

3.12.4. Applicants shall note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

3.13. Technical Proposal

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

3.13.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that it contains:

- a) Registration certificate of the firm
- b) A copy of Applicant’s PAN card
- c) Proposal Processing Fee as specified in Clause 1.4.1
- d) Bid Security
- e) All forms in the prescribed formats and signed by the prescribed signatories;
- f) Power of Attorney is executed as per Applicable Laws if applicable or Board Resolution,
- g) CVs of all Key Personnel have been included; Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP; No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- h) The CVs have been recently signed and dated by the respective Key Personnel and countersigned by the Applicant. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) Key Personnel proposed have good working knowledge of English language;
- j) Key Personnel proposed would be available for the period indicated in the TOR;
- k) Key Personnel who have not attained the age of 75 (seventy five) years at the time of submitting the proposal;
- l) The proposal is responsive in terms of Clause 2.21.3

- 3.13.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 3.13.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 2 (two) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 3.13.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 3.13.6. The proposed team shall be composed of Key Personnel specified in 2.1.4. Other competent and experienced Personnel in the relevant areas of expertise and Support Personnel must be added as required for successful completion of this Consultancy. The CV of each such Key Personnel and additional Personnel, if any, shall be submitted in the format at Form-11 of Appendix-I.
- 3.13.7. Deleted
- 3.13.8. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 3.13.9. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit the Bid Security for inter alia, time, cost and effort of the Authority.

3.14. Financial Proposal

3.14.1. Applicants shall submit separate financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Form-2 of Appendix-II) in both figures and words, only in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

3.14.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, equipment, printing of documents, etc., The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities as per Applicable Laws. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs shall be expressed in **INR** only.
- iv. The rates quoted in the Financial Proposal shall be firm throughout the period of performance of the assignment up to and including acceptance of the Final Deliverable by the Authority and discharge of all obligations of the Consultant under the Agreement.

3.15. Submission of Proposal

3.15.1. Deleted

3.15.2. Each Proposal shall be in hard copy form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of the RFP. Soft copies of the Technical Proposal in MS Word or PDF formats shall also be submitted in a CD/DVD/Pen Drive.

3.15.3. The Proposal shall be sealed in an envelope which shall bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1, and the name and address of the Applicant. The envelope shall bear on top, the following text:

“Do not open, except in presence of the Authorized Person of the Authority”

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

3.15.4. The Proposal envelope shall contain two separate sealed envelopes; one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'.

The envelope marked "Technical Proposal" shall contain:

- (i) Registration certificate of the firm
- (ii) Copy of PAN Card
- (iii) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
- (iv) Proposal Processing Fee as specified in Clause 1.4.1
- (v) Bid Security as specified in Clause 2.20.1
- (vi) Original and 1 Copy of the Technical Proposal
- (vii) CD/DVD/Pen Drive containing soft copy of the Technical Proposal in MS Word or PDF formats

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-II).

- 3.15.5. The Technical Proposal and Financial Proposal shall be printed and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person signing the Proposal.
- 3.15.6. The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 3.15.7. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant shall be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 3.15.8. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

3.16. Proposal Due Date

- 3.16.1. Proposal shall be submitted on or before the specified time on Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.
- 3.16.2. In case, the Proposal Due Date is an unscheduled holiday, the Proposal has to be submitted latest by the next working day. The time and venue of submission will remain unchanged. A receipt thereof should be obtained from the person specified therein.
- 3.16.3. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants. It will be communicated only on the website of INCAP and will not be published in newspapers.

3.17. Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.18. Modification/ substitution/ withdrawal of Proposals

- 3.18.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the Proposal Due Date specified at Clause 1.8.
- 3.18.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 3.18.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.19. Bid Security

- 3.19.1. The Applicant shall furnish as part of Proposal, a Bid Security of Rs. 100,000 (Rupees One Lakh Only) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Hyderabad (the “Bid Security”), returnable not later than 60 (Sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 80 (Eighty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement for the Consultancy in accordance with the provisions thereof.
- 3.19.2. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 3.19.3. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 3.19.4. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited for inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;

- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

3.20. Evaluation of Proposals

- 3.20.1. The Authority shall open the Proposals, at the time and place specified in Clause 1.8 of invitation for proposal and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.
- 3.20.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 3.20.3. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
 - a) the Technical Proposal is received in the forms specified at Appendix-I;
 - b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
 - d) it is accompanied by the Proposal Processing Fee as specified in Clause 1.4.1
 - e) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
 - f) it is accompanied by the Power of Attorney or Board Resolution as specified in Clause 2.2.4;
 - g) it does not contain any condition or qualification;
 - h) it contains all the information (complete in all respects) as requested in the RFP;
 - i) it does not contain any condition or qualification; and
 - j) it is not non-responsive in terms hereof.

- 3.20.4. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 3.20.5. A Technical Committee will be appointed by the Authority. The Technical Committee will approve the evaluation report prepared after evaluation of the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 3.20.6. After the technical evaluation is completed, the Authority will notify (by email) those Consultants whose Proposals received qualifying mark or were considered for financial evaluation. The Financial Proposal of non-responsive proposal or those not meeting the technical evaluation criteria will be returned unopened after completing the selection process. The Authority, by email, will notify the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. After the Technical Evaluation, the Authority shall prepare a list of Consultants in terms of Clause 3.2 for opening of their Financial Proposals. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 3.20.7. Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of Selection Process or Selection.
- 3.20.8. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.
- 3.20.9. Aside of the conditions that are specified in the RFP, the Authority would consider as part of evaluation and selection of the bidder, quality of the services offered by the bidder, the ability to deliver the services as per specifications (ToR), past experience of the bidder, the time which will be taken to deliver the services and also the follow up actions that may be required by the Authority.

3.21. Confidentiality

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

3.22. Clarifications

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

E. APPOINTMENT OF CONSULTANT**3.23. Negotiations**

- 3.23.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 3.23.2. The Authority will examine the CVs of all qualified Key Personnel and those not found suitable shall have to be replaced by the Applicant to the satisfaction of the Authority.

3.23.3. Deleted

3.24. Substitution of Key Personnel

- 3.24.1. The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 3.24.2. The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

3.24.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

3.25. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 1 (One) time the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

3.26. Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 3 (Three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Applicant on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

3.27. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within a period of 7 (Seven) days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

3.28. Commencement of assignment

The Consultant shall commence the Services within 2 (Two) days of the signing of the Agreement, or such other date as may be mutually agreed duly intimating the same to the Authority. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the next highest ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited in accordance with the provisions of Clause 2.20.4.

3.29. Proprietary data

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

3. CRITERIA FOR EVALUATION

4.1. Evaluation of Technical Proposals

4.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

4.1.2. Deleted (rejection of proposal based on scoring of personnel)

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

Item Code	Parameter	Max. Marks	Criteria
1	Relevant experience of the Applicant	40	8 marks will be awarded for the each Eligible Assignment undertaken and completed by the Applicant firm in the last five years preceding the PDD, subject to a maximum of 5 assignments.
2	Proposed approach, methodology & Work Plan	10	Evaluation will be done based on the understanding of the Terms of Reference, proposed approach and methodology, detailing in the Work Plan
3	Relevant Experience of the Key Personnel	50	For each Key Personnel 30% of the maximum marks – for required professional experience 20% of the maximum marks – for educational qualification 50% - shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The maximum being 5 assignments.
	Grand Total	100	

Relevant Experience of the Key Personnel – break up of 50 marks

Position	Maximum marks
3 (a) Senior Highway Engineer – cum – Team Leader	20
3 (c) Traffic Expert	10
3 (d) Surveyor and GIS Expert	10
3 (e) Financial Analyst	10
Total	50

4.1.4. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following shall be considered –

Technical advisory/consultancy assignments in respect of preparation of Feasibility Reports/Bankability Reports/Detailed Project Reports for four-laning/six laning of a national or state highway or expressway having an estimated capital cost (excluding land) of at least Rs. 150 (One Hundred and Fifty) crore in case of a project delivered for government departments/Public Sector Unit in India or at least Rs. 300 (Three Hundred) crore in case of a project delivered for private sector (the “Eligible Assignments”) in India:

Provided that the Applicant claiming credit for an Eligible Assignment shall have completed such assignment, prior to PDD, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

4.2. Short-listing of Applicants

All the applicants ranked as aforesaid, shall be short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 marks even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

4.3. Evaluation of Financial Proposal

- 4.3.1. In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).
- 4.3.2. Financial Proposal of only those firms who are technically qualified shall be opened on the date & time specified in the Clause 1.8, in the presence of the representatives of technically qualified Applicants who choose to attend. The Total Cost in the Financial Proposal in Form-2 of Appendix –II (Financial Proposals) will be considered for final evaluation as the financial proposal (F_M).
- 4.3.3. The Technical Committee appointed by the Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows

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

(F = amount of Financial Proposal)

4.4. Combined and final evaluation

- 4.4.1. Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows

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

Where S is the combined score, and T_w and F_w are weightages assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

- 4.4.2. The Selected Applicant will be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve. The second ranked Applicant shall be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.
- 4.4.3. Applicant with top combined score (Refer Clause 3.4) will be considered for award.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or appropriate the Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 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) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical

consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by 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.

5. PRE-PROPOSAL CONFERENCE

5.1. Deleted

5.2 Deleted

6. MISCELLANEOUS

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

SCHEDULES

SCHEDULE-1: TERMS OF REFERENCE (TOR)

(See Clause 1.1.3)

SELECTION OF TECHNICAL CONSULTANT FOR PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR THE SRISAILAM RING ROAD PROJECT IN KURNOOL DISTRICT OF ANDHRA PRADESH

Terms of Reference (ToR) for TEFS

1. General

- 1.1. The Authority seeks the services of competent firms for preparing Techno Economic Feasibility Report for the development of Srisailam Ring Road Project in Kurnool district of Andhra Pradesh in PPP mode. The Terms of Reference (the “**TOR**”) for this assignment are specified below.
- 1.2. The Consultant shall be guided in its assignment by the Model Concession Agreement for the selection of developers for road projects through Public Private Partnership and the **Manual of Specifications and Standards for Four-laning of Highways/Expressways**. The specification and standards applicable for the Project Road shall be prepared by the Consultant duly taking into consideration of applicable “Manual of Specifications & Standards” published by IRC (the “**Manual**”)
- 1.3. The Consultant shall be responsible for preparing the Schedules A, B, C, D, G, H and K of the likely Concession Agreement for the selection of the developers and for bringing out any special features or requirements of the Project Road referred to in the Concession Agreement or the Manual. The details and particulars to be specified in the Schedules shall be duly addressed and incorporated therein, in accordance with the provisions of the Manual of Specifications and Standards for Four-laning of Highway.
- 1.4. The Consultant shall assist the Authority and its Financial Consultant cum Transaction Advisor and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal scrutiny of the documents including Bid Documents pertaining to the Project Road.
- 1.5. The Consultant shall also participate in the pre-bid conference to be organized with the prospective bidders for the development of the Project Road and assist the Authority in clarifying all the technical queries.
- 1.6. Consultant shall liaise with concerned authorities and seek all required clarifications.
- 1.7. The Consultant shall provide necessary assistance to the Authority to obtain the necessary (project related) clearances, if any, so that project implementation can proceed smoothly.
- 1.8. The Consultant shall mobilize all necessary survey equipment, computers, software and all other equipment required to fulfil the job.
- 1.9. The Authority shall provide all necessary and reasonable support to the Consultant to collect secondary data by issuing authorization letters. The Consultant will be responsible for any translation of documents, if required and for processing of data.

2. Objectives of the TEFS

The objective of this Consultancy is to undertake Techno-Economic Feasibility Studies and prepare a Techno Economic Feasibility Report of the Project Road for the purpose of firming up the Authority's requirements in respect of development and construction of the Project Road and Project Facilities and enabling the prospective bidders to assess the Authority's requirements in a clear and predictable manner with a view to ensuring:

- i. fixing and finalizing most optimal alignment;
- ii. enhanced safety and level of service for the road users;
- iii. superior operation and maintenance enabling enhanced operational efficiency of the Project Road;
- iv. minimal adverse impact on the local population and road users due to road construction;
- v. minimal adverse impact on environment;
- vi. minimal acquisition of forest land & structures;

3. Scope of Services

The scope of services shall comprise:

- i. Finalizing alignment
- ii. Traffic surveys and demand assessment
- iii. Engineering surveys and investigations
- iv. Location and layout of toll plaza
- v. Location, conceptual plans and layout of parking lots consisting of bus bays, rest rooms, canteen and dormitory (the "**Project Facilities**")
- vi. Preliminary designs of road, bridges, structures, etc.
- vii. Preparation of Land Plan Schedules and Utility Relocation Plans, if required
- viii. Preparation of indicative BOQ and Cost Estimates
- ix. Preparation of Schedules A, B, C, D, G, H and K of the Concession Agreement for selection of developers.

These services are briefly explained hereunder:

3.1. Fixing of alignment

The services under this TOR requires the Consultant to develop two alignment options for the Project Road by studying the existing alignment of the Project Road,

Satellite imageries and Digital Terrain Model and through actual ground reconnaissance and survey.

The Consultant shall develop alternative alignments for the Project Road taking into account the following:

- i. Geometric standards: The alignment shall meet the geometric standards of for a design speed of 80 kmph. The horizontal alignment and vertical profile shall be designed accordingly. The alignment shall be such that it is possible to acquire a right of way of minimum 100 feet width. For Project Facilities there should be enough scope for acquisition of additional land as per requirement of design.
- ii. Ecology and environment: The Consultant shall select the alignment in such a way that it passes through such areas which are not ecologically and environmentally sensitive.
- iii. Land acquisition: The consultant shall fix the alignment keeping in view the existing and planned land uses. As far as possible it shall be ensured that the alignment avoids large scale land and property severance etc. The approximate cost of land acquisition may also be indicated.
- iv. Construction cost: The Consultant shall aim at selecting an alignment for which construction cost is optimal. As far as possible, attempt shall be to optimize cut and fill. Similarly, the requirements of bridging, tunneling, protection works, etc. as also the cost of environmental mitigation measures should be optimal.
- v. Distance: The alignment recommended should provide shortest feasible route around Srisailam Temple Town.
- vi. Project Facilities: Suitable locations may be identified for development of land parcels for accommodating Project Facilities including parking lots, bus bays, canteens, rest rooms, dormitories. The plans for the suggested Project Facilities should also be outlined keeping in view development plans of the Srisailam Devasthanam.

Keeping in view the above parameters, the Consultant shall draw out alignment options and recommend an alignment which shall be approved by the Authority.

Step 1 - The Consultant shall make a satellite map to the scale of 1:10,000 with possible alignments overlaid thereon accompanied with a report on the merits of each alternative (two soft copies and five hard copies). The Authority shall approve the two possible alignment alternatives for detailed studies

Step 2 - The Consultant shall fit in the detailed horizontal alignment corresponding to each of the selected two alternatives on satellite imageries/google imageries of scale 1:10,000. Using a digital terrain model, the consultant will develop the vertical profile for each of the alignments. He will continue iterations and refinements in the horizontal alignment and vertical profile until an optimal solution is arrived at meeting the requirements of these TOR. The Consultant shall make

satellite maps to the scale of 1: 10,000 with detailed alignments and vertical profile overlaid thereon accompanied with a report on the merits of each alternative (two soft copies and five hard copies). The Authority will select one of the two alternatives for further studies.

Step 3 - The Consultant shall prepare the final alignment plan indicating Project Facilities. The Authority will approve the final alignment.

3.2. Traffic surveys and demand assessment

3.2.1. The Consultants shall undertake the Traffic Study, without limiting to the following:

- i. Estimation of demand for the Project Road.
- ii. Projection of the vehicular traffic using both trend growth and growth based on socioeconomic parameters and elasticity factors has to be made. This will include the diverted and generated traffic, induced traffic and developmental traffic. All necessary traffic surveys in this regard will need to be carried out.
- iii. The split of the total traffic has to be determined. For passenger movement, the split has to be in terms of public transport vehicles (buses), personal vehicles (two wheelers and Light Commercial Vehicles - four wheelers) and vehicles for freight movement in terms of two axle trucks, multi-axle trucks and container tractors/trailer.
- iv. Based on the present and projected vehicular traffic and results of diversion analysis, the need for construction of Project Road of adequate capacity and cross-section (i.e. 2/4/6 lanes) has to be established based on the capacity norms of IRC/MORTH.

3.2.2. Major requirements of data/surveys for the tasks to be accomplished in course of the consulting services are enumerated below, but the surveys shall not be limited to the following primary data collection:

- i. Origin-Destination survey of the vehicular traffic
- ii. Willingness to pay survey for toll charges;
- iii. Classified traffic volume counts for determining actual vehicular traffic flow
- iv. Vehicle speed distribution and journey time;
- v. Speed-flow relationship and the level of service;
- vi. Pedestrian/cattle crossing traffic count at all locations of settlements/habitations along the Project Road.

3.2.3. Traffic demand assessment

- i. The Consultant shall make an assessment of the traffic for the Project Road for a period of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years, 30 (thirty) years and 40 (forty) years respectively based on analysis of

traffic counts, trend growth and growth in the influence area of the Project Road.

- ii. The Consultant shall also provide sensitivity analysis due to change in assumption of traffic projections.

3.3. Engineering surveys and investigations

The engineering surveys and investigations shall be divided into the following components:

- Topographic, alignment and land use survey
- Soil, geo-technical, material, hydrology and drainage surveys

3.3.1. Topographic, alignment and land use survey

The detailed topographic survey of the alignment shall be done using total station and GPS and will be produced in both electronic format (in X, Y, Z coordinate system) and hard copies. Plans, longitudinal sections and cross-sections shall be prepared to the scale prescribed in IRC/MORTH standards. All the existing and proposed features, such as land-use, limits of right-of-way, embankment, structures, intersecting roads, existing utilities, interchange loops and ramps, access roads, Project Facilities, toll plazas, operation and maintenance infrastructure, safety structures, etc. shall be shown on kilometer-wise plans.

The activities forming part of the topographic, alignment and land use survey are described below -

- i. Divide the Project Road into various stretches as per terrain classification
- ii. Identify sections of Project Road which fall within the area of water bodies
- iii. Identify sections of Project Road which fall within urban limits and there requirements as per guidelines for 4 lane highways.
- iv. Identify sections of Project Road which require raising.
- v. Prepare alignment plans, L-Sections and cross-sections of the entire Project Road. Scale of drawings shall be as per IRC:SP:19 or any other applicable guidelines.
- vi. The width of the Right-of-Way for the Project Road shall be determined on the basis of the proposed cross-section and future expansion needs. Additional land that is required for Project Facilities, toll plazas, operation and maintenance infrastructure etc. shall be determined.
- vii. Preparation of Land Plan Schedules for taking up land acquisition, if required. These Schedules shall be prepared on the basis of revenue maps and shall include the details of survey numbers coming under acquisition. The Land Plan should also show encroachments, if any. A list of such encroachments along with their brief description shall also be prepared and included in the Feasibility Report.

- viii. For land proposed to be acquired as per final alignment plan of the Project Road, the Land Plans shall be marked on duly certified village maps showing survey numbers and shall be furnished along with a report.
- ix. A set of cross-sections of the existing road for each homogeneous section in plain/rolling terrain and at 100 m intervals in mountainous/steep terrain shall be provided by the Consultant. In plain/rolling terrain, additional cross-sections shall be provided for curves at the start, at the middle and at the end. These cross-sections along with proposed improvement plan and preliminary design shall form the basis of preparation of indicative BOQ for the Project Road.

3.3.2. Soil, geotechnical, material, hydrology and drainage surveys

The activities forming part of the soil, geotechnical, material, hydrology and drainage surveys are described below:

- i. The characteristics of the existing soil, two samples from every two kilometer of the Project Road or closer where change in soil type is encountered.
- ii. The determination of subgrade CBR (soaked) every two km of the Project Road or closer where change in soil type is encountered.
- iii. Investigations of the subsoil strata (one trial bore and/or test pit at embankment and one in river bed at locations where new bridges or other structures are proposed. The depth of trial bore/ test pit shall be as per IRC standards).
- iv. A broad assessment of the drainage condition and requirement of the Project Road
- v. Soil and material survey shall be carried out after identifying the material sources, preferably after consulting the satellite imageries. The study shall include plans for rehabilitation of borrow areas and quarries from which construction materials will be extracted. Subsoil investigation shall be carried out as per IRC and BIS codes for design of structures.
- vi. Detailed hydraulic investigations shall be done for the design of drainage and cross drainage structures. The hydraulic investigations shall supplement the data obtained through satellite imageries. The design discharge shall be determined using various methods (e.g. Area – velocity method, Catchments area method, Unit Hydrograph method).

3.4. Preliminary Social and Environmental Screening

- i. The Consultant shall conduct preliminary environmental and social screening along the approved alignment of the Project Road.
- ii. The Consultant shall {a} collect information from secondary sources that are relevant to understanding the baseline as pertaining to physical, biological and socio-cultural environments; {b} carry out site visits and investigations of all the environmentally sensitive locations (based on the

- inventory of valued eco-system components) and document them on the base maps to identify conflict points with preliminary designs (including verification of these from authentic sources of information, such as from the revenue and forest records); and {c} prepare detailed specific maps showing details of candidate sites for environmental enhancements.
- iii. The Consultant shall also collect information on the various prevailing environmental and forest laws/ regulations so as to carry out the project in conformity to these. The Consultant shall list down all the clearances required from various agencies for implementing the Project Road.
 - iv. The Consultant shall determine the extent of land required for each of the Project Road. This may vary depending upon the number of lanes, location, terrain and the environmental and social aspects. The Consultant shall calculate the amount of land acquisition after taking into account the available RoW.
 - v. The Consultant shall identify and list the buildings owned by the Private Persons/religious bodies/ other worship forms/ Central or State Government Undertakings and Institutions, etc., and other immovable assets including trees that are required to be removed lying within the proposed new boundary line of the Project Road and valuation statements for the affected buildings and other assets including trees shall be prepared. In the case of partly affected immovable assets, extent affected (in Sq.mts) and extent not affected (in Sq.mt) shall be noted.
 - vi. The Consultant shall also identify and list down immovables and Public Utilities on the land and over the land and also other important structures within the proposed boundary line of the Project Road. In the case of partly affected above immovables, extent affected (in Sq.mts) and extent not affected (in Sq.mt) shall be noted.
 - vii. In consultation with government authorities, the Consultant shall estimate the cost of undertaking environmental and social impact mitigation measures.

3.5. Preliminary designs

The Consultant shall arrive at the preliminary designs of various components of the Project Road keeping in view the requirements of the Manual and the scope of services described in this TOR. It shall be responsible for the accuracy of the physical details such as alignment, right of way, abutting land use, assets within the right of way including safety devices, utilities, trees, service roads, cross drainage structures, etc. The layout and preliminary designs shall be supplemented with explanatory drawings, statements, charts, notes as necessary. The Consultants shall develop as a part of these services a set of design standards appropriate for Project Road which will eventually form Schedule D of the Draft Concession Agreement to be published for the selection of the developer for the Project Road. Based on these standards, the consultants shall undertake the preliminary design considering the soil and material availability, geometric design standards, hydraulic investigations,

operational requirements of the expressway and facilities etc. The scope shall include, but not limited to, the following:

- i. The Project Road geometry shall be designed for a speed of 80 kmph. The geometry of the Project Road shall be such that it would have smooth flowing horizontal and vertical alignments with proper combinations of curvature, tangents and grades to enhance the safety and aesthetic aspects of the Project Road. The cross-section shall include paved shoulders on either side of the carriageways, the widths of which shall be decided on the basis of international best practice.
- ii. Pavement shall be designed typically for repetition of wheel loads in terms of standard axles over a period of 15 years as per IRC standards. Bridges and culverts shall be designed for IRC loading class 70 R and for seismic forces for appropriate zones.
- iii. Protective works in hill sections, retaining walls, breast walls, etc.: For the section passing through hills or lined against valleys, the Consultant shall identify the broad requirements of retaining walls, breast walls, etc. for the purposes of designs and preparing rough cost estimates
- iv. Road signs, safety devices

The Consultant shall propose provision of Road Signs, Pavement Markings, Safety Barriers, Railings, Delineators, Chevron Markings, Traffic Attenuators, Road Boundary Stones, Km Stones, 200 m Stones. It shall also include Crash Barriers for existing bridges. The Consultant shall propose overhead signs on the Project Road and provide an outline of the same giving size and location.

- v. Toll Plaza

The Consultant shall investigate and propose suitable location for the Toll Plaza. It shall provide a typical layout plan for Toll Plaza and indicate requirements laid down in the Manual.

Toll plaza shall be proposed with adequate number of traffic lanes based on the traffic volume and an acceptable service time of not more than 5 seconds at the toll plaza. The analysis shall be carried out through the principles of queuing theory. Dedicated lanes for electronic toll collection and manual toll collection as required shall be provided.

- vi. Bus bays

The Consultant shall identify suitable locations for provision of bus bays and bus shelters on the Project Road. As far as possible, bus bays shall not be located on horizontal curves, summit of vertical curves and bridges. Good visibility must be ensured. Further, the bus bays should not be too close to major intersections. The length of each such bus bay shall also be indicated.

- vii. Project Facilities including parking lots, rest rooms rest areas like dormitories, restaurants/canteens, fuel station, information and communication facilities, telephones, emergency medical aid facilities etc.

shall be proposed at intervals along the Project Road in consultation with Srisailem Devasthanam. The Project Facilities have to be conveniently laid out and landscaped.

- viii. The Project Road, Project Facilities and toll plaza, shall be planned with focus on safe and efficient operation of the facilities. The essential features required for such operation shall be proposed.
- ix. As the reports submitted by the consultant shall form the basis for preparation of the bidding documents, all the essential elements thereof shall be proposed in various sections/stages of the report.
- x. The Consultant shall not limit the type of construction to what is currently available or practiced in India. The engineering designs shall factor in and integrate Green Highways principles including design and construction specifications that facilitate lower Green House Gas (GHG) emissions, improvements and enhancement of community assets that are amenable for integration in road designs, roads, road safety, and landscaping elements that are environment and community friendly.

3.6. Project Cost

Preliminary cost estimation of the Project Road based on the alignment and cross-section shall be done. The Consultant shall work out indicative BOQ of various components and prepare cost estimates of the Project Road with a break up of cost for each component separately.

3.7. Financial and economic analysis

The feasibility of the Project Road has to be established by a comprehensive demand study for the Project Road on the alignment selected by the Authority for the purpose, assessment of the cost, revenue generation potential, economic benefits and financial return from the Project in PPP mode.

Detailed financial analysis is required to be undertaken by the Consultant. The Consultant shall provide the estimated construction costs, operation and maintenance costs, traffic forecast, toll revenues and other revenues etc. as part of its financial analysis and appraisal of the Project. The Consultant shall, also provide an assessment of the financial viability of the Project to be undertaken in PPP mode, with a view to estimating the likely Project Internal Rate of Return (PIRR) and Equity Internal Rate of Return (EIRR) over a concession period of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years 25 (twenty five) years, 30 (thirty) years and 40 (forty) years respectively. It shall also provide assistance by providing inputs to the Transaction Advisor of the Authority during the Bid Process for selection of the Concessionaire.

Through a willingness to pay survey, the user response shall be determined. The financial viability of the Project Road to be undertaken in PPP mode for the assessed cost and potential revenue shall be established.

The Consultant shall calculate the NPV, PIRR and EIRR for the Project. It will undertake sensitivity analysis by identifying the most critical factors and determine their impact on the PIRR and EIRR, including varying project costs and benefits, implementation period, and combinations of these factors.

Based on the analysis, the Consultant shall give clear cut recommendation of the preferred structuring of the Package - mode of implementation under PPP - BOT (Toll) or any other suitable model. The Consultant shall also provide the basis for such recommendation.

3.8. DELIVERABLES

The Consultant shall deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids. Five hard copies and two soft copies in CDs/DVDs/Pen Drives of all the final reports, drawings, etc. shall be submitted to the Authority. For draft reports only three hard copies and one soft copy in CD/DVD/Pen drive shall be submitted to the Authority.

3.8.1. Inception Report

Within a period of 1 week of commencement of the Consultancy, the Consultant shall submit an Inception Report. The Inception Report shall include -.

- i. Project appreciation;
- ii. Detailed methodology to meet the requirements of the TOR finalized in consultation with the Authority; including scheduling of various sub-activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire Project Road and collection/ collation of necessary information;
- iii. Task Assignment and Manning Schedule;
- iv. Work programme;

3.8.2. Alignment Study Report

The Consultant shall prepare and submit an Alignment Study Report within 2 weeks from date of signing of the Agreement.

- i. The Alignment Options Study Report shall contain details of alignments options identified for the Project Road using available data, technology and field surveys. Out of the identified alignments at least two alignments shall be assessed on technical criteria related to the site. The Consultant shall recommend the most suitable alignment for Project Road based on the analysis of technical options.
- ii. The Report shall also present the data consolidated from the reconnaissance surveys.
- iii. The Report shall include 1:10000 maps of the alignment suggested by the Consultant, It shall also include charts and diagrams showing the locations and details of existing features and the essential features of improvement and upgrading.

3.8.3. Draft Techno Economic Feasibility Report

The Consultant shall prepare and submit a Draft Techno Economic Feasibility Report within 6 weeks from date of signing of the Agreement. The Draft Techno Economic Feasibility Report shall consist -

- i. Sets of drawings
 - a) A strip plan showing the location and layout of the entire Project Road alignment including the facilities
 - b) A set of detailed Alignment Plan, L-sections, cross-sections of the Project Road, bridges, culverts, grade separators, overpasses/underpasses and approaches which can be used for the purpose of bidding
 - c) Layout of facilities and their approach/access from the project road
 - d) Indicative GADs of structures
 - e) Traffic circulation plans for facilities, access/cross roads
 - f) A land plan schedule for additional acquisition of land required for structures, toll plazas, rest/service areas etc. over and above ROW of alignment fixed.
 - g) Utility-wise preliminary plans together with approximate costs for shifting/relocation shall be provided
- ii. Survey results
 - a) Chapter on traffic survey and demand assessment - Traffic and toll forecasting for 10 (ten), 15 (fifteen), 20 (twenty), 25 (twenty five), 30 (thirty) years and 40 (forty) years.
 - b) Soil, geotechnical and drainage survey results as required for preliminary design of the Project Road.
- iii. Preliminary designs

Preliminary pavement design of Project Road along with typical cross-sections covering the following:

 - a) Cross-sectional element and geometry
 - b) Traffic and toll forecasting
 - c) Preliminary Drainage assessment and design
 - d) Preliminary design and GADs for structures
 - e) Traffic operation and safety plan
 - f) Operation and maintenance system
- iv. Preliminary costing
 - a) Indicative BOQ.

- b) Preliminary Cost Estimate for construction of Project Road
- c) Total Project Cost
- v. Preliminary environmental and social screening
- vi. Implementation schedule
 - a) Construction period
- vii. Financial and economic analysis

Results of financial analysis of the Project indicating the likely NPV, PIRR and EIRR for a 10 (ten) year, 15 (fifteen) year, 20 (twenty) year, 25 (twenty five) year, 30 (thirty) year and 40 (Forty) year concession period respectively.

Recommendation of the preferred structuring of the Package - mode of implementation under PPP - BOT (Toll) or any other suitable model.
- viii. Schedules of Concession Agreement

The Consultant shall separately provide Schedules A, B, C, D, G, H and K of the Concession Agreement for the Project Road with all supporting documentation relating to these Schedules.

3.9. Payment Schedule

Sl. No.	Description of deliverables	Timeline	Payment
1.	Inception Report	Week 1	10% on approval* of the Report
2.	Alignment Options Study Report	Week 2	20% on approval* of the Report
3.	Draft Techno – Economic – Feasibility Report including designs with drawings, material analysis, preliminary environmental and social screening and assessments, project costing, revenue estimation, financial and economic analysis and conclusions	Week 6	50% on approval* of the Report
4.	Final Techno – Economic – Feasibility Report	Week 8	15% on approval* of the Report
5.	Inputs to Bid Documents, final Schedules to Draft Concession Agreement to be published for selection of developer and response to minutes of the Pre-Bid Meeting to be conducted with prospective bidders for the	As required	5% on approval* of documents or 3 months from submission of Final TEFR whichever is later

Sl. No.	Description of deliverables	Timeline	Payment
	development of the Project Road in PPP mode		
	Total		100%

*Note: * Upon submission of each deliverable, a presentation shall be made by the Consultant to the Authority and the Srisailam Devasthanam and seek approval for deliverables.*

SCHEDULE-2

Draft Form of Agreement

(See Clause 2.1.3)



DRAFT FORM OF AGREEMENT FOR

SELECTION OF

Technical Consultant

**FOR PREPARATION OF TECHNO ECONOMIC FEASIBILITY
REPORT FOR THE SRISAILAM RING ROAD PROJECT IN
KURNOOL DISTRICT OF ANDHRA PRADESH**

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AGREEMENT

FOR PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR THE SRISAILAM RING ROAD PROJECT IN KURNOOL DISTRICT OF ANDHRA PRADESH

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the (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 Selection of Technical Consultant for preparation of Techno Economic Feasibility Report (hereinafter called the “**Consultancy**”) for the Srisailam Ring Road Project in Kurnool district of Andhra Pradesh (hereinafter 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. **Deleted** (Additional Costs)
- 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. **“Government”** means the Government of Andhra Pradesh;
- j. **“INR, Rs. or ₹”** means Indian Rupees;
- k. **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l. **“Personnel”** means persons hired by the Consultant and assigned to the performance of the Services or any part thereof;
- m. **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- n. **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- o. **“Third Party”** means any person or entity other than the Government, the Authority or the Consultant.

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

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts 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 of Andhra Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

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 facsimile or 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 Hyderabad may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by facsimile or 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 Hyderabad it may send such notice by facsimile or 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 facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

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

1.9. Authority of Member-in-charge

Deleted

1.10. Authorized Representatives

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

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

.....

.....

Tel:

Mobile:

Email:

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

.....

.....

Tel:

Mobile:

Email:

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 may be 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 2 (two) 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 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4. Expiration 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 earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) years 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, 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. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

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 conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s 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.
- c) 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 insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to 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 minimise 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 as a result 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 30 (thirty) 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 30 (thirty) 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 30 (thirty) 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
- d) the Authority fails to comply with any final decision reached as a result 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 survive 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 3.6, 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 Law.

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 equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 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):

- i. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- ii. 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 adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

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 Annex-1 of this Agreement. 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 the Personnel and agents of the 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 and any entity affiliated with the 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 five 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 Consultants firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Personnel 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 the 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 shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (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, for compensation and damages payable to the Authority towards, *inter alia*, the 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 adviser the Authority in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

The Consultant, its 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 and its 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 and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Consultant and its Personnel becomes a part of the public knowledge from a source other than the Consultant, and its Personnel;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. 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 its Personnel shall give the Authority,

prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant and its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant and its Personnel, as the case may be, shall require their professional advisers, 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 wilful 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:

- i. for any indirect or consequential loss or damage; and
- ii. 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 in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

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

3.5. Insurance to be taken out by the Consultant

3.5.1

- a. The Consultant shall, for the duration of this Agreement, take out and maintain, and at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

- b. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- c. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- d. Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore and the copy of the policy to be furnished to the Authority within 7 days of signing of the Contract.
- b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with Applicable Laws; and
- c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) shall not be less than the amount stated in Clause 6.1.2 of the Agreement.

3.6. 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 in such form and detail as 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.

3.7. 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 Personnel as are not listed in Annex-2.
- b) Deleted
- c) any other action that is specified in this Agreement.

3.8. Reporting obligations

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.

3.9. Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by any Third Party) 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.
- 3.9.2 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 or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

- 3.9.3 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 unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10. Equipment and materials furnished by the Authority

Equipment and 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 equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11. Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office, if any and to all Personnel during office hours. The Authority's official, who has been authorised 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

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, 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 reports furnished under this agreement.

4. CONSULTANT'S 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 the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-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 20% (twenty per cent) or one week, whichever is greater, 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 other 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. Such additional works shall be undertaken with prior written approval of the Authority

4.3. Approval of Personnel

- 4.3.1 The Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-11) 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 one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty 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 shall take paid sick leave or vacation leave and the Consultant's remuneration 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 the Annex 2. Any taking of leave by any Personnel for a period exceeding 7 (seven) 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 the quality of services.

4.6 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.7 Deleted

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 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Changes 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.

5.4 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 Annex-5 of the Agreement.
- 6.1.2. Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, 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 only.)
- 6.1.3. Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional works not envisaged in the cost estimates referred to in Clause 6.1.1 above. Such additional works shall be undertaken only on prior approval by the Authority as per rates mutually agreed to.

The Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. Currency of payment

All payments shall be made in Indian Rupees.

6.3. Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a) Deleted (Mobilization Advance)
- b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 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.
- c) 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**”).
- d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, 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 120 (one hundred twenty) days after receipt of the final deliverable by the Authority unless the Authority, within such 120 (one hundred twenty) 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.
- e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually 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 such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- f) Deleted
- g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES & PENALTIES

7.1. Performance Security

7.1.1 Deleted

7.1.2 The Consultant shall furnish a Bank Guarantee substantially in the form specified at **Annex-5** of this Agreement as performance security (the “**Performance Security**”), amounting to 5% (five per cent) of the Agreement Value, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in for recovery of liquidated damages or any other dues as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (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 recover the same by way of deductions from any subsequent payments due and payable to the Consultant hereunder, in accordance with the provisions 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 50% (fifty per cent) of the Agreement Value.

7.2.2. Liquidated Damages for delay

In case of delay in completion of the Services, Liquidated Damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) 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 Guarantee

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 or any dues 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, a warning may be issued to the Consultant for any minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Consultancy assignment, fulfilment of Consultancy objectives 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 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 the Vice Chairman & Managing Director, INCAP and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing 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 venue of such arbitration shall be Hyderabad which is the common capital or the new capital of AP as and When place of capital is shifted from Hyderabad and the language of arbitration proceedings shall be English.
- 9.4.2. Taking guidance from Permanent Machinery of Arbitrators Notification vide DPE O.M. No. DPE/4(10)/200, there shall be a sole arbitrator as may be designated by the Government of Andhra Pradesh from amongst the Directors and Head of Departments serving under it who shall follow the procedure as per Arbitration and Conciliation Act to pass and award.
- 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 Award in 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,SEALEDAND DELIVERED

SIGNED,SEALEDAND
DELIVERED

For and on behalf of

For and on behalf of

Consultant:

INCAP:

(Signature

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

(Email)

(Email)

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annex-3

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-4

Payment Schedule¹

(Refer Clause 6.3)

(Reproduce as per Schedule I)

¹ The Payment Schedule is indicative and may be suitably modified to meet project-specific requirements, which shall be in conformity with the Schedule provided in the TOR at Schedule-1.

Annex-5

Bank Guarantee for Performance Security*(Refer Clause 7.1.2)*

To

The Vice Chairman & Managing Director,
Infrastructure Corporation of Andhra Pradesh Ltd.,
#10-2-1, III Floor, FDC Complex,
AC Guards, Hyderabad 500 028, India
Telephone: +91-40-2332 1771/1772
Email: incap@incap.co.in

In consideration of the Vice Chairman & Managing Director, INCAP acting on behalf of the Infrastructure Corporation of Andhra Pradesh Ltd (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred 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. Dated valued at ₹ (Rupees), (hereinafter referred to as the “Agreement”) Consultancy Services for [_____], and the Consultant having agreed to furnish a Bank Guarantee amounting to ₹..... (Rupees) to the Authority for performance of the said Agreement.

- 1 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 ₹ (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.
- 2 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 ₹ (Rupees).
- 3 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 be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

- 4 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 taken 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.
- 5 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.
- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
- 7 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.
- 8 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ₹ *** Lakhs (Rupees ***** Lakhs) 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 date falling 1 years after the date of this Guarantee)].
For
Name of Bank: Seal of the Bank:
Dated, the day of, 20

(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee shall 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 shall be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants shall be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants shall avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future Consultancies/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others; or
 - (ii) Potential consultant should not have defined the project when earlier working for the Authority; or
 - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and contractors:
 - (i) Consultant should not have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) Consultant should not be involved in owning or operating entities resulting from the project; or
 - (iii) Consultant should not bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies

involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants shall not only avoid any conflict of interest, they shall report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It shall be ensured that safeguards are in place to preserve fair and open competition and measures shall be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX - I

(See Clause 2.1.3)

TECHNICAL PROPOSALForm-1**Letter of Proposal**
(On Applicant's letter head)

(Date and Reference)

To

The Vice chairman & managing director,
Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP),
10-2-1, III Floor, FDC Complex,
AC Guards, Hyderabad – 500 028, AP. INDIA
Telephone: +91-40-2332 1771/1772
Email: incap@incap.co.in

Dear Sir,

Sub: RFP for Selection of Technical Consultant for preparation Techno Economic Feasibility Report for the Srisaillam Ring Road Project in Kurnool district of Andhra Pradesh

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for [_____]. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - (a) I have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of ₹ ***** (Rupees *****) in the form of a Demand Draft is attached, in accordance with the RFP document. The Proposal Processing Fee of ₹ ***** (Rupees

*****) in the form of a Demand Draft is also attached, in accordance with the RFP document.

14. I agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
17. In the event of my/our firm/ being selected as the Consultant, I agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP.
18. I have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

APPENDIX-I

Form-2**Particulars of the Applicant**

1.1	Title of Consultancy: SELECTION OF TECHNICAL CONSULTANT FOR THE PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR THE SRISAILAM RING ROAD PROJECT IN KURNOOL DISTRICT OF ANDHRA PRADESH
1.2	Title of Project: SRISAILAM RING ROAD PROJECT IN KURNOOL DISTRICT OF ANDHRA PRADESH
1.3	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorized signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p>

	Phone No.: Fax No. : E-mail address:
1.4	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last three years? Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.5	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.6	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p>

	Yes/No
	If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?
	Yes/No
	If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?
	Yes/No
	(Signature, name and designation of the authorized signatory)
	For and on behalf of

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

The Vice Chairman & Managing Director,
Infrastructure Corporation of Andhra Pradesh,
#10-2-1, 3rd floor, FDC Complex,
AC Guards, Hyderabad – 500028
Telephone: +91-40-2332 1771/1772
Facsimile: +91-40-2332 1773
Email: incap@incap.co.in

Dear Sir,

Sub: RFP for Selection of Technical Consultant for preparation of Techno Economic Feasibility Report for the Srisailam Ring Road project in Kurnool district of Andhra Pradesh

I hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I have agreed that (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the firm on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX-I
Form-4

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **Technical Consultant for preparation of Techno Economic Feasibility Report for the Srisailam Ring Road project in Kurnool district of Andhra Pradesh** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized 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 Authorized 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,

2016

For
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

.....

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

Notes:

The mode of execution of the Power of Attorney shall 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 shall be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be executed on a non-judicial stamp paper of ₹ 100 (one hundred) and duly notarized by a notary public.

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-5**Financial Capacity of the Applicant**

(To be filled by the firm)

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Income (Rs./US \$ in million)
<p style="text-align: center;">Certificate from the Statutory Auditor^{\$}</p> <p>This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p>		

^{\$} 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.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6**Particulars of Key Personnel**

S. No.	Position of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]	Names of Eligible Assignments
					Name of Firm	Employed Since		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.								
2.								
3.								
4.								
#Refer Form 9 of Appendix I Experience of Key Personnel								

APPENDIX-I

Form-7**Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (be specific and do not reproduce the Terms of Reference detailed in the RFP)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (be specific and avoid lengthy document)

The Applicant shall submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the TOR with elements covering those mentioned in Schedule -1 Terms of Reference. The Applicant shall submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal.

APPENDIX-I

Form-8**Abstract of Eligible Assignments of the Applicant[#]**

(Refer Clause 3.1)

S.No	Name of Assignment	Name of Client	Type of Client – Government/PS U/Private	Type of road – State Highway/National Highway/Expressway	Length of the road	Lanes of the road	Month and year of completion of Assignment	Estimated capital cost of Assignment (in ₹ crore/ US\$ million)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								

The Applicant shall provide details of only those projects that have been undertaken by it under its own name. Applicant shall provide the following Details

- a. Completion Certificates from the Client; or
- b. Work Order from the Client, completion certified by Statutory Auditor

US\$ shall be converted to INR at the rate prescribed by Reserve Bank of India (RBI) as on the date 28 (Twenty Eight) days prior to the Proposal Due Date.

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

Certificate from the Statutory Auditor^{\$}

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

Name:

Seal:

Date:

(Signature, name and designation of the authorized signatory)

^{\$} 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.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-9**Abstract of Eligible Assignments of Key Personnel[@]**

(Refer Clause 3.1)

Name of Key Personnel:

Name of Firm:

Designation:

Proposed role of the key personnel in the Consultancy (Refer Schedule – I (TOR));

S.No	Name of Assignment *	Name of Client	Type of Client – Government/PSU/Private	Type of road – State Highway/National Highway/Expressway	Lanes of the road	Estimated capital cost of Assignment (in Rs. cr./US\$ million)	Designation of the Key Personnel on the assignment	Brief of scope delivered by the Key Personnel	Month and year of completion of Assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1									
2									
3									
4									

@ Use separate Form for each Key Personnel.

* The names and chronology of projects included here shall conform to details submitted in Form-6 of Appendix-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-10**Eligible Assignments of Applicant**
(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Assignment:	
Type of road (SH/NH/Expressway)	
Length and lanes of road	
Description of services performed by the Applicant firm:	
Name of client and Address: (Indicate whether government or PSU or private entity)	
Name, telephone no. and fax no. of Client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. US\$ to Rupees exchange rate shall be taken as per the rate prescribed by Reserve Bank of India (RBI) as on the date 28 (Twenty Eight) days prior to the Proposal Due Date

4. Applicant to provide the following Details
 - a. Completion Certificates from the Client; or
 - b. Work Order with completion certified by Statutory Auditor

APPENDIX-I

Form-11**Curriculum Vitae (CV) of Personnel**

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

Name of assignment	Features of the Road (SH/NH/Express way; Length, Lane)	Estimated capital cost of Assignment (in Rs. cr./US\$ million)	Month and year of completion of Assignment	Designation on the assignment	Brief description of scope delivered

Certification:

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

Place.....

(Signature and name of the Key Personnel)

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

Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here shall conform to the project-wise details submitted in Form-8 of Appendix-I.
3. CV shall be signed by both the Personnel concerned and by the Authorized Representative of the Applicant firm.

APPENDIX-I

Form-12

Deployment of Key Personnel

The designations & names of each of the Consultant's Key Personnel designated for carrying out the Services for the duration of the Consultancy assignment

Key Personnel

S.No.	Designation	Name	Man-Months	Man-Days (MD)		Week Numbers												
				At Project site	Away from Project site (specify)	1	2	3	4	5	6	7	8	9	n			
1.																		
2.																		
3.																		
4.																		
		Total Man-days																

APPENDIX-I

Form-13

Survey and Field Investigations

Item of Work/ Activity	To be carried out/ prepared by		Week									
	Name	Designation	1	2	3	4	5	6	7	8	9	n

APPENDIX - II

FINANCIAL PROPOSAL

Form - 1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To

The Vice Chairman & Managing Director,
Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP),
10-2-1, III Floor, FDC Complex,
AC Guards, Hyderabad – 500 028. A.P. INDIA
Telephone: +91-40-2332 1771/1772
Email: incap@incap.co.in

Dear Sir,

Sub: RFP for Selection of Technical Consultant for preparation of Techno Economic Feasibility Report for the Srisailam Ring Road Project in Kurnool district of Andhra Pradesh –Financial Proposal

I, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my firm as Consultant for above.

I agree that this offer shall remain valid for a period of 90 (ninety) 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)

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

APPENDIX - II

(See Clause 2.1.3)

Form-2**Financial Proposal**

Project Name: Technical consultancy service for preparation of Techno Economic Feasibility Report for the Srisailam Ring Road project in Kurnool district of Andhra Pradesh

Item No.	Description	Amount(₹) INR ONLY
A.	BASIC COST OF SERVICES (excluding service tax) In Indian Rupees in words: Rupees _____ _____ only	
B.	SERVICE TAX*	
C.	TOTAL COST OF THE CONSULTANCY (A+B) (including service tax) In Indian Rupees in words: Rupees _____ _____ only	

*Service taxes will be as per prevailing law

Note:

1. No escalation on any account will be payable on the above amounts during the currency of the agreement.
2. The financial evaluation shall be based on the above Financial Proposal. The basic cost in Item A shall, therefore, be the amount for purposes of evaluation.
3. The basic cost of services quoted shall be inclusive of all taxes (except Service Tax), incidentals, overheads, printing and binding of reports, expenditure related to presentations to be made during the execution of the assignment, boarding and lodging, travelling expenses, sundries, all other items involving expenditure for execution of this

assignment.

4. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
5. The Selected Consultant shall be the first ranked Applicant (having the highest combined score).
6. Any other charges not shown here are considered to have been included in the above costs.
7. The applicable service tax will be paid by Authority administering this consultancy assignment as per the bills submitted by the consultant.
8. In case Authority administering this consultancy assignment decides to abandon the project for any reason, the payment of the consultant shall be restricted up to the Stage the services have actually been provided by the Consultant. Fee structure and payment terms shall remain strictly as indicated above.
9. The payments shall be made to the Consultant after approval of the deliverables by Authority administering this consultancy assignment
10. The payments shall be made to the consultant after submission of Invoice (in duplicate) along with advance stamp receipt.
11. The above quoted fee shall include all expenses and out of pocket expenses, etc. to be incurred by the Consultant to complete the assignment.
12. Wherever required by applicable laws, Authority Administering this consultancy assignment shall deduct taxes at source, from the amounts payable, and shall provide to the Consultant the appropriate tax deduction certificate evidencing payment of such taxes.

I agree that this offer will be subject to the Terms & Conditions mentioned in the RFP.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

APPENDIX- III

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE AUTHORITY

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Authority, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Authority. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}