

# **REQUEST FOR PROPOSAL**

# SELECTION OF ARCHITECTURAL AGENCY FOR

# CONCEPTUALIZATION & DEVELOPMENT OF BEACH AT MULTIPLE LOCATIONS, ANDHRA PRADESH

**<u>RFP Notification No.: APUIAML/APTDC/25</u>** 

ANDHRA PRADESH URBAN INFRASTRUCTURE ASSET MANAGEMENT LIMITED (APUIAML)

For Queries: Contact –Mr. S.B.N. Siva Saran F&ED

Phone No: +918008664477, Email ID -siva.sikharam@apurban.in

### **Table of Contents**

Section	Description	Page No.
Ι	Letter of Invitation	07
II	Instructions to Applicants	09
III	Data Sheet	13
IV	Preparation, Submission and Evaluation of Proposals	15
V	Terms of Reference	18
VI	Formats for Submission of Proposal (Annexures)	26

### SCHEDULE OF RFP PROCESS

Description	Scheduled Date
Notification No:	APUIAML/APTDC/25, Dated: June 06, 2023
RFP Issue / Start Date	June 06, 2023
Bid Submission Closing Date and Time	June 12, 2023, at 04:00 PM
Note: Minimum of 7 days from the date of issue of notification	
Submission of Hard Copy of the Bid	To, Domain Head – Food & Economic Development Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML) 4th Floor, NTR Administrative Block, Pandit Nehru Bus Stand, Vijayawada – 520013.
Date & Time for Opening of Technical Bids	June 12, 2023 @ 04:30 PM on bid closing day
Date & Time for Opening of Financial Proposal / bids	Will be informed to the Technically Qualified bidders through email from APUIAML side
RFP Application Fees (non-refundable)	INR 5,000 (Rupees Five Thousand)

• Any addendum / corrigendum to the RFP Document shall be intimated to all Applicants /Bidders through APUIAML website www.apurban.com only.

- The Authority shall not be responsible for any non-receipt of Bids before the scheduled closing date & time of submission of bids.
- Failure to fill and sign the all the required Annexures (including incomplete information / document) shall make the Bid invalid. The bidder(s) is/are requested to submit its/their bid document in the given format only (including supporting documents). Any discrepancy in the submitted documents and/or submission of any irrelevant document shall result to disqualification of the respective bidder from the bidding process.
- Interested bidders may obtain further information wrt this RFP from the office of APUIAML. RFP Documents can be downloaded online by the participating bidders electronically at www.apurban.com
- The RFP shall be filled in English Language and all entries must be typed / written in blue / black ink. Initials of the Authorized representative of the Bidder must be attested at all erasers and alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may lead to the Proposal invalid.
- Authority shall not be responsible for any costs or expenses incurred by the bidder(s) in connection with the preparation and delivery of Proposal, including costs and expenses related to transport etc. Authority reserves the rights to cancel, terminate, change or modify this procurement / Bid Process and / or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
- The Proposal / bid shall be valid for a period of not less than 180 days from the Bid Due Date (the "BDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the Bidders to extend the period of validity for a specified additional period. The request for such extension shall be made in writing. However, bidders will not be permitted to modify their

submitted bids after the BDD.

RFP Application Fees: The participating bidder/s will have to pay RFP Application fee (non-refundable) of Rs. 5,000/- through online payment to following current account no:

 Beneficiary Name: Andhra Pradesh Urban Infrastructure Asset Management Limited
 Bank Name: Union Bank of India
 Bank Address: Labbipet Branch, Vijayawada 520010
 Account Number: 034311100004067
 Account Type: Current Account
 IFSC Code: UBIN0803430

Submit copy of the proof of payment along with payment reference number along with the Bid/Proposal. Failure to submit the copy of the proof of payment along with payment reference number, the bidder will be disqualified. No other mode of payment will be accepted.

• APUIAML will take either Performance Security of 5% of contract value or deduct Retention money @ 5% from the invoices of the Consultant which will be released on successful completion of the Assignment. The Threshold limit for Performance Security or Retention money would be minimum contract value of Rs.10 lakhs paid along with last bill.

### **INTERPRETATION**

In the interpretation of this RFP, unless the context otherwise requires:

- i. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- ii. A reference to any gender includes the other gender;
- iii. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- iv. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed or defined;
- v. Any reference to a person shall include such persons, successors and assignees;
- vi. A reference to a "writing" or "written" includes printing, typing, lithography,scanned and other means of reproducing words in a visible form;
- vii. Any date or period set forth in this RFP shall be such date or period as maybe extended pursuant tothe terms of this RFP;
- viii. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,
- ix. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- **x.** Where there is a discrepancy between amount in figures and in words, the amount in words shall prevail.

### **DISCLAIMER**

- I. The information contained in this **RFP** ("**Document**") or subsequently provided to Bidders (Applicants / Bidders), whether verbally or in documentary or any other form by or on behalf of DH-F&ED, APUIAML (hereinafter referred to as "**Authority**") or any of its employees, representatives, advisors or Consultants is provided to Bidder(s) on the terms and conditions set out in this Document and any other terms and conditions subject to which such information is provided.
- II. This Document is neither an agreement nor an offer by the Authority to the prospective Bidder(s) or any other person. The purpose of this Document is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposal pursuant to this Document.
- III. This Document includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Request for Proposal towards Conceptualization & Development of Beach at Multiple Locations, Andhra Pradesh by the selected Bidder / Agency selected through a competitive bid process. The purpose of this RFP is to provide the Bidder(s) with information that may be useful to them in formulation of their bids (including Price Bids) (the "Bids") pursuant to this RFP document and for no other purpose.
- IV. This Document may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Document and obtain independent advice from appropriate sources. Information provided in this Document to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- V. The Authority and its employees/ officers/ advisors/ consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Document or arising in any way in this Selection Process / RFP Process (hereinafter defined).
- VI. The possession or use of this Document in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this Document shall be construed as final commercial, legal, financial or tax advice.
- VII. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements and information contained in this Document.
- VIII. 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 Document.
- IX. The issue of this Document does not imply that Authority is bound to select a Bidder or to award work to the Selected Bidder, as the case may be, for the subject project and the Authority reserves right to reject all or any of the Proposal without assigning any reasons whatsoever.

X. Laws of the Republic of India are applicable to this Document.

# **1. LETTER OF INVITATION**

To,

Whom so ever it may concern

### Sub: <u>Selection of Architectural Agency for Conceptualization & Development of Beach at Multiple</u> <u>Locations. Andhra Pradesh</u>.

The broad Scope of Work / details of the services required to be provided by the Selected Bidder are given in Terms of Reference (ToR) of this document (hereinafter referred to as the "**Project**").

**1.1** Proposal submission must be received not later than the Bid Due Date specified in the "Schedule of **RFP Process**" in the manner specified in this RFP Document.

The Original Hard Copies shall be submitted on or before the due date specified at the address given below clearly mentioning the name of the project and the services for which they are intending to bid for Selection of Architectural Agency for Conceptualization & Development of Beach at Multiple Locations, Andhra Pradesh.

### То

Domain Head – Food & Economic Development Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML) 4th Floor, NTR Administrative Block, Pandit Nehru Bus Stand, Vijayawada – 520013.

Section – 1	Letter of Invitation
Section – 2	Instructions to Applicants
Section – 3	Data Sheet
Section – 4	Preparation, Submission and Evaluation of Proposals
Section – 5	Terms of Reference
Section – 6	Formats for Proposal Submission (Annexures)

**1.2** This RFP has following sections\*:

- **1.3** The Agency for providing its services for the said Assignment will be selected on the basis of the Least Quote (L1) method. The Financial Proposals (Price Proposals) of only those Bidders, who qualify the eligibility (technical & financial capability) criteria as mentioned in this RFP shall be processed further.
- **1.4** The Proposals shall be filled in English Language and all entries must be typed and written in blue/black ink. Initials of the Authorized representative (Power of Attorney) of the Applicant must be attested at all erasers and alterations made while filling the Proposal. Failure to comply with any of these conditions may lead to the Proposal invalid.
- **1.5** The Authority shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to transport, postage, survey etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement / RFP process and / or requirements of proposal as stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.
- **1.6** The Proposal shall be valid for a period of not less than one hundred and eighty (180) days from the Bid Due Date (the "**BDD**"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the Applicants to extend the period of

validity for a specified additional period. The request for the extension shall be made in writing. However, Applicants will not be permitted to modify/alter their submitted proposals post submission of bids.

## 2. INSTRUCTIONS TO APPLICANTS

- 2.1 The Authority has adopted a Single stage with Two-Part process (hereinafter referred to as the "Selection **Process** / **RFP Process**") for selection of Agency(s), for award of the project. RFP have to be submitted hard copy in two sealed envelopes i.e., first envelope Technical Bid as Part I and in second envelope Financial Bid as Part II. The Technical Proposal to be submitted by Applicants shall comprise of technical and financial capability documents and other requisite documents/clarifications as per the terms of this RFP. The Financial Proposal, of only those Applicants whose Technical Proposal qualify the evaluation process asper terms hereof, shall be opened for further processing.
- **2.2** Applicants are encouraged to inform themselves fully about the project and other conditions before submitting their Proposals.
- **2.3** Broad description of the objectives, scope of services, deliverables and other requirements relating to this Assignment are specified in this RFP. In case, an Applicant possesses the requisite experience and capabilities required for undertaking the Assignment, it is invited to participate in the Selection Process either solely or as a consortium of entities (the "**Consortium**"), where it is to be noted that the Applicants bidding individually cannot be a member of a Consortium or vice versa. The Consortium should enter into binding Agreement specifying the roles which should be submitted along with the bid
- **2.4** Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexures provided.
- 2.5 No Applicant or its Associate shall submit more than one Proposal for the project.
- **2.6** Any entity which has been blacklisted by any Department or Agency of the Central Government, any State Government, any Statutory Authority or any Public Sector undertaking, as the case may be, from participating in any project, and the prohibition subsists as on or before the last date of submission of the Bid, would not be eligible to submit the Bid either by itself or through its Associate.
- **2.7** Each Applicant shall submit a Power of Attorney as per the format provided at Annexure:6 authorizing the signatory of the Proposal to commit and bind the Applicant.
- **2.8** It shall be deemed that by submitting the Proposal, the Applicant has:
  - I. made a complete and careful examination of the RFP;
  - II. received all relevant information requested from the Authority;
  - III. 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 the RFP;
  - IV. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - V. acknowledged that it does not have a Conflict of Interest;
  - VI. Agreed to be bound by the undertaking and all other documents provided by it under and in terms hereof;
  - VII. Satisfied itself about the project conditions and made a complete and careful examination of the same.
- **2.9** The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.
- **2.10** The Proposal of an Applicant shall be liable for disqualification in the Preparation of documentation of the following:
  - a) If the Applicant refuses to accept the correction of errors in its Proposal (OR)
  - b) at any time, a misrepresentation is made or information sought is not disclosed or suppressed (OR)
  - c) the Applicant does not provide, within the time specified by the Authority, the supplemental information

sought by the Authority for evaluation of the Proposal or does not respond to any queries raised by the Authority (OR)

- d) If the applicant submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Authority.
- e) If the Applicant submits multiple proposals for the subject Project.

### 2.11 QUERIES AND CLARIFICATIONS

The Bidders are requested to study this entire RFP document in detail. If the Bidders have any queries related to the RFP or on the proposed Project, they may submit such queries to the Authority in writing or e-mail to <u>siva.sikharam@apurban.in</u> on or before the Clarification(s) due date specified in the **"Data Sheet / Schedule of RFP"**. All such queries received, and clarifications provided by the Authority shall be informed by uploading on **www.apurban.com** mentioning as Addendum / Corrigendum for the subject title of the RFP without identifying the names of the Bidders. Biddersare requested to keep themselves updated on the same and the Authority takes no responsibility on any claims of non-information.

### 2.12 AMENDMENT TO RFP

- a) At any time prior to the due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum / Corrigendum.
- b) In order to provide the Bidders with reasonable time for taking an amendment into account, or for any other reason, Authority may, in its sole discretion, extend the BDD.
- c) The above changes & amendments if any will be notified on <u>www.apurban.in</u> for the Project.

### 2.13 CONFLICT OF INTEREST

The Authority requires that the Bidder(s) provide professional, objective, impartial advice and at all times hold Authority's interest's paramount, avoid conflicts with other projects / assignments or its own interests, and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment / project that would be in conflict with its prior or current obligations to other Authority(s) / Client(s), or that may place it in a position of not being able to carry out the project in the best interests of the Authority.

A Bidder shall not have a conflict of interest that may affect the Selection Process (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified.

A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) A constituent of such bidder is also a constituent of another bidder; (or)
- b) Such bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other bidder or its Associate; (or)
- c) Such bidder has the same legal representative for purpose of this application as any other bidder; (or)
- d) if a Bidder is engaged by the Authority to provide goods or works or services and if the Associate(s) of such firm is engaged for providing services for the same project and vice versa.
- e) If a Bidder submits multiple Proposals either individually or as a member of any Consortium and vice versa.

### 2.14 MODIFICATIONS/ SUBSTITUTION / WITHDRAWAL OF PROPOSALS

- 2.14.1 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 the BDD. No Proposal shall be modified, substituted or withdrawn by the Applicant on or after the BDD.
- 2.14.2 Any alteration / modification in the Bid or additional information supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority shall be disregarded.

### 2.15 REJECTION OF PROPOSALS

2.15.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposals

and to annul the RFP 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. In the preparation of documentation that the Authority rejects or annuls all the Proposals, it may, inits discretion, invite all eligible Applicants to submit fresh Proposals hereunder or may take such other steps as it may deem fit in its sole discretion in any manner.

2.15.2. If the Applicant has submitted any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively "Foreign Documents") then the Applicant, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project/Assignment, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the later shall prevail and be held binding on such Applicant. However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961" and other applicable provisions thereto, the Applicants may affix an 'Apostle" sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Applicant shall be compulsorily required to get all such "Apostille" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India.

# **3. DATA SHEET**

	RFP Details						
S. No	Key Information	Details					
	Project/ Assignment	Conceptualization & Development of Beach at Multiple Locations, Andhra Pradesh.					
2	Authority	Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML)					
	Assignment Location	<ol> <li>Kakinada, East Godavari</li> <li>Chintalamori, East Godavari</li> <li>Manginapadu, Krishna</li> </ol>					
Proj	posal Condition	as and Evaluation					
	Eligibility Criteria	<ol> <li>Applicant should have minimum average Turnover of INR Twenty Lakhs (Rs. 20,00,000/-) in any of the Three Years during the last Five Financial Years ending by 2021-22 ("Financial Capacity") as per the audited annual reports.</li> <li>Applicant/Agency should have a at least one completed project experience in providing architectural consultancy services related to preparing Master</li> </ol>					
		Plans/Infrastructure Plans along with estimation works for tourism/hospitality projects for any state/central government or Private properties. The Architectural consultancy services which include conceptualization and preparing the designs, preparation of estimates and preparation of Detailed Project Reports (DPR).					
		3. The consultant should submit at least one relevant Completion Certificates for the same.					
		Note:					
		a) For demonstrating the Technical Capacity, the Applicant is required to submit copy of the Letters/Work Orders/Agreements/completion certificates/ Letter of Award as proof of their experience.					
	Proposal Evaluation	Financial Proposal of only those Applicants meeting the eligibility criteria (S.No.4) will be considered and undertaken. Financial Evaluation: Price bids of qualified applicants will only be opened. The Financial Bid would be assessed on the basis of the Least quote (L1) method.					
	Criteria for selection of Agency(s) (Proposal Parameter)	Criteria for selection of Agency would be on the basis of evaluation method. If the (L1) bidder failed to accept/perform within stipulated time, (L2) bidder may be considered, provided the same accepts the L1 price as per the discretion of the Authority. The defaulted firm will be blacklisted for a period of two years for any further assignments by APUIAML.					
	Proposal Validity	The Proposal shall be unconditional, firm and irrevocable and shall be valid for a period of 180 (one hundred and eighty) days from the Bid Due Date (BDD).					
	Proposal Withdrawal	The bid can be withdrawn by APUIAML without any reasons, and it is its sole discretion to withdraw at any stage.					
Pro	posal Submiss	ions					
	Offline Submission	The bidder shall submit its response through bid submission to the RFP as per the details provided in this Document					

	r						
10	Technical	The Technical proposal shall be submitted offline.					
		i) Signed RFP Document.					
	Proposal for	ii) Checklist of Submissions ~ Annexure 1.					
	Eligibility	iii) Covering letter ~ Annexure 2					
	Qualification	iv) Similar Experience towards eligibility ~ Annexure 3 (All documents including the					
		details of personnel as mentioned in S.No.4 of Data Sheet)					
		v) GST registration certificate and PAN card ~ Annexure 4					
		vi) Financial Experience towards eligibility ~ Annexure 5					
		vii) Power of Authority ~ Annexure 6					
		viii) Firm/ Company Registration Certificate~Annexure-7 (Not required for					
		Proprietary firm)					
		ix) Affidavit of non-blacklisting by any client / authority in India ~ Annexure 8.					
		x) Power of Attorney and MoU for Consortium ~ Annexure 9 (if required)					
		xi) Any other documents as required in S.No.4 above data sheet.					
11	Financial	The Applicants shall be required to submit their Financial Proposal in the format as					
		provided in this document and should not be part of technical bid.					
	Proposal						
12	Duration of	The Assignment shall commence from the date of signing the agreement with selected					
	Assignment	bidder and shall be valid for the entire agreement period. The providing of services as					
	rssignment	mentioned in this RFP shall be done without fail from the date of signing of Agreement.					

## 4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

### 4.1 GENERAL

- a) The Applicants shall bear all costs associated with the preparation and submission of its Proposal, including site visits, required data collection, analysis, etc., as also any discussions/negotiations. The Authority shall not be responsible or liable for any such costs incurred.
- b) An Applicant shall be a Legal entity. An Applicant may be a natural person born in India or abroad or a private entity, a proprietor, a Company, an NGO, a partnership firm or an LLP or a Consortium incorporated in India by the above or as per applicable laws of the country of its origin. A consortium of 2-3 entities can participate in this RFP Process.
- c) Adherence to Formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- d) All communication and information shall be provided in writing and in English language only.
- e) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

### 4.2 PREPARATION AND SUBMISSION OF PROPOSALS

RFP has to be submitted hard copy in two (2) sealed envelopes i.e., first envelope Technical Bid as Part I and in second envelope Financial Bid as Part II. The Technical Proposal to be submitted by Applicants shall comprise of technical and financial capability documents and other requisite documents/ clarifications as per the terms of this RFP. The Financial Proposal comprise of only financial quote in the prescribed format (Annexure -10)

- a) The bidder is requested to download the RFP document from the website at <u>www.apurban.com</u> and read all the terms and conditions mentioned in the RFP Document. Clarifications can be sought from the RFP Inviting Authority. Any offline bid, submission clause in the RFP document shall not be considered.
- b) The bidder has to keep track of any changes by viewing the addendum / corrigendum issued by the Authority from time-to-time in the APUIAML website (www.apurban.com). The Department calling for Proposals shall not be responsible for any claims/problems arising out of this.
- c) The bidders shall submit their eligibility and qualification documents, technical bid, financial bid etc., in the standard formats prescribed in this Document, scanned and to be submitted

Note: All the required documents are to be arranged in the serial order, (Serial Numbers and Page Numbers)

The following documents are to be submitted.

### **Cover-1**

I.Signed RFP Document

II. Checklist of Submissions ~ Annexure 1

- III.Covering Letter ~ Annexure 2
- IV. Similar Experience towards eligibility ~ Annexure 3 (All documents including details / certificates of key personnel as mentioned in S.No.4 of Data Sheet)

V.GST registration certificate and Pan card ~ Annexure 4

VI.Financial Experience towards eligibility ~ Annexure 5

VII.Power of Authority ~ Annexure 6

VIII.Firm/Company Registration Certificate ~ Annexure 7 (Not required for Proprietary firm) IX.Affidavit of non-blacklisting by any client / authority in India ~ Annexure 8.

X. Power of Attorney and MoU for Consortium ~ Annexure 9 (if required) XI. Any other documents as required in S.No.4 of the data sheet.

### Cover-2

Financial Proposal ~ Annexure 10

- d) The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given at the office of APUIAML on or before the Bid submission due date as per T&C of the RFP. APUIAML is not responsible for incomplete bid submission by bidders. Bidders may also note that the incomplete bids will not be processed further.
- e) Bidders are encouraged to inform themselves fully about the project and the other conditions before submitting the Proposal.
- f) The Authority shall not take any responsibility for any delay or non-receipt
- g) Other conditions as per RFP documents are applicable.
- h) The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- i) The bids shall be made in SEALED ENVELOPE.

### 4.3 SIGNING OF PROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the Applicant. They should also sign & stamp each page of the RFP. Each Applicant shall submit a Power of Attorney as per the format at Annexure 6; authorizing the signatory of the Proposal to commit and bind the Applicant.

### 4.4 **OPENING OF PROPOSALS**

Proposals received on or before the Bid Due Date (BDD) will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.

### 4.5 OPENING AND EVALUATION OF TECHNICAL PROPOSAL

- a) The Technical Proposals shall be opened on the date as mentioned in the schedule of RFP and shall be evaluated.
- b) Only those proposals meeting the Eligibility Criteria, will be
- c) considered for further evaluation.
- d) Applicants not meeting the eligibility criteria will be deemed to be disqualified and will not be considered for further evaluation. No correspondence or representation will be entertained in this regard and the Authority's decision will be final in this regard.
- e) The eligible Proposals will be checked for all the mandatory documents and submissions (Mandatory Annexures and their supporting documents if any) duly signed as per the list provided above and in the prescribed formats. The Authority shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

### 4.6 FINANCIAL PROPOSAL

- a. The bidders shall quote their rate(s) for project towards their bid in terms of Percentage (%) and INR (Rs.) as applicable in the given format. The price shall be applicable for entire agreement period of this assignment. The price shall be inclusive of any other taxes / levies excluding GST, which would be paid as per applicable rates against invoice.
- b. The Financial Proposal will only be opened of those Applicants who have qualified the Eligibility Criteria

of technical proposal

c. The bidder shall be selected based on their Technical and Financial Proposal duly adhering to the guidelines.

### 4.7 CONDITION ON APPLICANTS / BIDDERs

### The following conditions for Joint Venture / Consortium shall apply:

The bidder needs to submit the agreement as per Annexure 9 specifying the roles & shareholding of each party. The member of consortium shall not be a member of another consortium or bid independently. Multiple bids are not accepted.

### 4.8 NUMBER OF COPIES OF PROPOSAL

The Applicant shall submit one original hard copy of the Technical Proposal, clearly marking the "Technical Proposal – Original" and one original hard copy of the Financial Proposal, clearly marking the "Financial Proposal – Original" as appropriate. Hard copy, the same shall be scrutinized for material deviation / fraud etc.

### 4.9 ANNULMENT OF AWARD

Failure of the Applicant to comply with the requirements set forth in this RFP Document and / or the provisions of the Contract shall constitute sufficient grounds for the annulment of the award.

### 4.10 AUTHORITY'S RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL PROPOSALS

Authority reserves the right to accept or reject any Proposal in its sole discretion, and to annul the Proposal Process or reject all proposals without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Award without incurring any liability. Application fee shall not be refunded.

## 5. TERMS OF REFERENCE

### 5.1 Introduction

Government of Andhra Pradesh has established a Joint Venture company called Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML) under Companies Act 2013 with the objective of development of infrastructure projects, attracting investments and financing of Urban Infrastructure Projects in the state by appointing the Chief Secretary as Chairman and Principal Secretary MA&UD, Principal Secretary Finance as nominees on Board of the Company.

APTDC has issued an work order for providing End-to-End Transaction Advisory (TA) Services to various tourism related projects from conceptualization to development of various tourism projects in the State of Andhra Pradesh. Under the assignment, APUIAML providing the following consulting services to APTDC

Part-A - Provision of Architectural & Transaction Advisory Services for PPP Projects,

Part-B - Provision of PMC Services (Based on acceptance of Selected Developer, Authority & APUIAML),

Part-C - Provision of End-to-End Transaction Advisory Services for EPC Projects taken up by APTDC including New Projects & Up-gradation works,

Part-D - Provision of Technical Advisory (TA) Services for preparation of Integrated Development Plan(s) / Master Plan(s).

At present, APTDC requested to engage an agency for Development of New Projects (Part-C), Beach at Multiple Locations, Andhra Pradesh. The details of assignment, duration of the contract and scope of work is presented below.

### 5.2 Duration of the Assignment:

The duration of the assignment shall be for a period of One (01) year from the date of issue of Work Order by Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML). The duration maybe extended for another year based on requirement by the APTDC.

### 5.3 Scope of the Services:

### Introduction

One of the most recognizable voluntary awards in the world for marinas, beaches, and sustainable boating tourist providers is the Blue Flag, which is given by a Denmark-based non-profit organization, named Foundation for Environmental Education (FEE).

Andhra Pradesh has 975 km long Coastal stretch which is considered one of the biggest potentials to the state to develop Tourism in the state. Developing all the necessary infrastructure that can promote the beach and create employment and encourages entrepreneurship. 9 beaches in the state are shortlisted in order to develop them as per criteria of Blue Flag Certification and get them future ready for its certification.

In order to achieve blue flag status for a beach it has to undergo evaluation, which consists of 33 criteria. These criteria consists of physical components that should be on ground and other components those need to be maintained such as environmental education, clean beach, safety & security etc.,

Following are the essential Physical components which need to be constructed along the beach.

1.Toilet Blocks

- 2. Ticket Counters
- 3. Entry/Exit for Parking gates
- 4. Boom Barrier gates
- 5. Parking Lots
- 6. Children Play Equipment
- 7. Food Courts
- 8. Beach Sport Activities
- 9. Fencing
- 10. Sitting benches/ Recliners
- 11. RO Treatment Plant
- 12. Street Lights
- 13. Dustbins
- 14. Pathways.

The above components need to be constructed as per the criteria set by FEE for Blue Flag. These components are tentative and actual components will change depending upon locations and land availability. **Name of Beaches and Location on Google Earth** 

1. Kakinada, East Godavari



# 2. Chintalamori, East Godavari



## 3. Manginapadu, Krishna



Location details						
S. No.	Name	Start Point	Centre Point	End Point		
		(A)	(B)	(C)		
		17.01225000,	17.01875,	17.02487222,		
1	Kakinada, East Godavari	82.28957778	82.29168	82.29448333		
		16.35746389,	16.36078,	16.36366667,		
2	Chintalamori, East Godavari	81.82026944	81.82641	81.83271944		
		16.24223,	16.24762222,	16.25271111,		
3	Manginapadu, Krishna	81.23969	81.24387778	81.24847778		

### **Connectivity/ Tourist Attractions**

S.			Nearest Railway	Nearest Bus	
No.	Name	Nearest Airport	Station	Station	Nearby Tourist Attractions
			Kakinada		NTR Beach, Shilparamam
	Kakinada, East	Rajahmundry	Railway Station (	Kakinada Bus	Kakinada, Kakinada Light
1	Godavari	Airport ( 62 km)	7.3 km)	Depot ( 11 km)	House, Koti Lingala Gudi.
			Narsapur		Shankarguptham beach,
	Chintalamori,	Rajahmundry	Railway Station (	Narsapur Bus	Pedamaina vanilanka
2	East Godavari	Airport ( 97 km)	29 km)	Depot ( 21 km)	beach
					Crab Beach, Destiny
		Vijayawada	Machilipatnam	Machilipatnam	Beach, Machilipatnam
	Manginapadu,	International	<b>Railway Station</b>	Bus Stand (144	Lighthouse, Pedapatnam
3	Krishna	Airport (78 Km)	(15 km)	km)	Beach, Thallapalem beach

Now, the APTDC is intended to conceptualize and develop multiple beaches in the state of Andhra Pradesh to increase the infrastructure at the beach and revamp the beach into a holistic Tourism destination. The detailed scope of services required to be undertaken under this assignment is as below:

# Part C: Provision of End-to-End Transaction Advisory Services for EPC Projects taken up by APTDC (including New Projects & Up-gradation works):

- a) Conceptual plan for the entire project area as en-marked by APTDC.
- b) Planning and design of basic infrastructure for the said project area and tourism components including feasibility studies and block cost estimates for all project components
- c) Assistance in Project Identification / Feasibility Assessment Activity.
  - Review of existing documents / plans relevant to the proposed project development. Carrying out a detailed assessment of the project in terms of its economy, demography, institutional development, site / project condition, services, and finances, etc. to establish the proposed project and gaps in terms of the various development parameters through extensive analysis and stakeholder consultations.
- d) Assistance in Project Development Activity.
  - Finalizing and agreeing upon the Project scope in terms of geographical coverage, components etc., for development in consultation with APTDC as per the requirement.
  - Preparation of a Detailed Project Report (DPR) including inter alia population projections, establishment of design parameters, as per relevant codes, carrying out all requisite engineering surveys & investigations, architectural & engineering designs, drawings, environmental and social assessments, technical specifications, bill of quantities, costing, (as per latest APSSR and lead of concerned location), etc. The DPR shall also contain detailed financial and revenue

models for the Project, evaluating alternate project and financing structures to arrive at an optimal implementation structure. The final DPR will cover all technical, institutional, and commercial aspects of the Project.

- e) Project Implementation Management Activity.
- f) Prepare the Detailed Site Plan and the Detailed Infrastructure & project components Designs and Cost Estimates to enable the APTDC to proceed with physical development of the Site w.r.t project implementation.
  - Assisting APTDC in Bid Process Management, including publishing NIT, conducting pre-bid meetings, providing pre-bid clarifications, receipt of bids, bid evaluation and recommendation of successful bidder.
  - Assisting APTDC in project management and construction supervision acting as The Engineer in terms of contract from signing of contract to completion of the Project execution including inter alia:
    - i. Developing and maintaining a project management plan and schedule.
    - ii. Vetting designs and drawings for construction.
    - iii. Checking of survey and setting out on ground.
    - iv. Measurement and certification of works and payments.
    - v. Quality assurance management.
    - vi. Certification of completion of works.

The maximum fee fixed for the above activities /assignment under Part-C shall be maximum of 2% of the Project Cost Plus applicable taxes.

Note:

- a) The Project cost will be finalised by the client as per the submitted reports.
- b) The fee payment for each milestone shall be released up on acceptance of client i.e., APTDC
- c) All the milestone payments to the consultants shall be paid on Back-to-back Basis.

### 5.4 Milestones and Payment Terms

Part C: Provision of End-to-End Transaction Advisory Services for EPC Projects taken up by APTDC (including New Projects & Up-gradation works):

	PART: C					
#	Payment Milestone	Fee Payable as % of Landed Project Cost	Cumulative Fee Payable (% of Landed Project Cost)			
1	Submission of Draft DPR including designs	20%	20%			
2	Submission of Final DPR including Financial Feasibility, Structuring & Modified Designs	40%	60%			
3	Pro Rata with financial Progress of work (PMC)	40%	100%			

Note:

- a) The Project cost will be finalised by the client as per the submitted reports.
- b) The fee payment for each milestone shall be released up on acceptance of client i.e., APTDC
- c) All the milestone payments to the consultants shall be paid on Back-to-back Basis.

### **Payment Terms**

- i. The fee to be quoted for the project shall be in terms of INR by the selected bidder and the same shall be payable upon satisfactory performance of the given scope of work and accepted by APUIAML.
- ii. The payment towards the services shall be done upon receipt of payment from the client and receiving the invoice from the selected agency as per the T&C of this RFP after the approval of Authority.
- iii. No advance payment of any kind shall be entertained. No extra payment would be paid by APUIAML other than the fee to be quoted in the bid.
- iv. The payment will be made by APUIAML. APUIAML shall not pay any interest for the delay of payments if any.
- v. The decision of Authority (as specified in this Document) or any officer duly authorized by the Authority shall be final & binding with regard to any payment.
- vi. The Authority reserves the right to hold the payment if the services are not provided with in the time specified in the work order / agreement or if the supplied services is not as per specifications or satisfactory.
- vii. Final payment shall be paid as per the deliverables of this Document

### 5.5 General terms & conditions:

- 1. Consultant shall quote the % of the landed project cost for Part-C as per the format provided in Annexure 10 in a single sealed cover.
- 2. The last date for submission of price quote through physical submission or through courier as per the prescribed format is 12.06.2023 by 16:00 HRS to the APUIAML office address as mentioned below.

Domain Head – Food & Economic Development Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML) 4<sup>th</sup> Floor, NTR Administrative Block, Pandit Nehru Bus Stand, Vijayawada – 520013.

- 3. The date of opening of the financial quotes shall be communicated to the successful bidder in due course of time.
- 4. The L1 bidder will be selected who shall quote less percentage or cost.
- 5. All payments made to consultants / agencies will be made on <u>back-to-back basis</u> subject to realization of payments by APUIAML from the Client.
- 6. All works completed, data collected, drawings prepared etc shall be the property of APUIAML and the consultant shall be handed over to APUIAML. The same data shall remain confidential and shall be used elsewhere only with our consent.
- 7. The required staffing for the project such as urban planner, urban design expert, architect, engineering team etc. shall be made available on demand basis to our office meetings regularly and also for our client meetings if desired by APUIAML.
- 8. Only upon duly satisfaction and approval of APUIAML at each milestone deliverable submitted by the selected consultant, the work for the next milestone shall commence and payment shall be made accordingly.
- 9. For issuing the work order to the selected consultant, APUIAML may negotiate for the revised price quote based on the submitted financial quote.
- 10. APUIAML at any time may cancel the Assignment/tender/ components / add similar project components of the mentioned package as per the instructions of client or due to any other externalities, in that case, such projects shall be cancelled / added from the scope of work of the consultant and payment shall be

made to the work carried out only till due date.

- 11. Relevant Work-experience Certificates (whether Ongoing or Completed) shall be enclosed for technical bids and they shall be preferred to agreements in the order of preference for submission of experience proof.
- 12. If work is awarded, the firm/agency should not step back and should complete the work within the timelines.
- 13. General Disclosures:

The Bidding entities shall disclose interest of their owners/directors/partners / sleeping partners in other entities / companies / partnerships, and they should not submit multiple bids in different names for a single bid or attempt to any unfair methods.

14. Project cost may change after submitting the final Drawings or Designs as per client's approval.

# 6. FORMATS FOR SUBMISSION OF PROPOSAL (ANNEXURES)

### Annexure 1

### CHECKLIST OF SUBMISSIONS

S.No.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Remarks
1.	Signed RFP Document		
2.	Covering Letter (Annexure 2)		
3.	Similar Experience towards eligibility ~ Annexure (All documents including details / certificates of key personnel as mentioned in S.No.5 of Data Sheet).		
4.	GST registration certificate & Pan card (Annexure 4)		
5.	Financial Experience towards eligibility (Annexure 5)		
6.	Power of Authority (Annexure 6)		
7.	Firm/Company Registration Certificate ~ Annexure 7(Not required for Proprietary firm)		
8.	Affidavit of non-blacklisting by any client / authority in India (Annexure 8)		
9.	Power of Attorney and MoU for Consortium ~ Annexure 9 (if required)		
10.	Financial Proposal ~ Annexure 10		
11	Bidders should ensure KYC Documents (ID Proofs: Copy of Aadhaar, PAN Card, etc.) are submitted for all proprietors / Partners, Directors, Authorized Signatories as the case may be, representing Proprietorship/ Partnership/ Company – along with the Bid ~ Annexure 11		
12	Any other documents as required & mentioned in S.No. 4 of the data sheet		

### Annexure 2

### Format for

### **COVERING LETTER (LETTER OF PROPOSAL)**

(On Applicant's Letter Head)

Date:\_\_\_\_\_.

To, The DH – F&ED, APUIAML 4<sup>th</sup> Floor, NTR Administrative Block Vijayawada – 520 013 (Andhra Pradesh)

# Sub: - Selection of Architectural Agency for Conceptualization & Development of Beach at Multiple Locations, Andhra Pradesh.

With reference to your RFP Document dated\_\_\_\_\_\_, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Architectural Agency for Conceptualization & Development of Beach at Multiple Locations, Andhra Pradesh. (the "Agency(s)"). The proposal is unconditional and unqualified.

I/We acknowledge that the APUIAML, (the "Authority") will be relying on the information provided in the Proposal submitted by us and the documents accompanying the Proposal for selection of the Agency. We further certify that all information provided in the Proposal submitted by us and in the Annexures are true and correct, and nothing has been suppressed or omitted which could render such information to mislead and all documents accompanying with Proposal are true copies of their respective originals.

This statement is made purely for the purpose of the aforesaid project.

- I / We shall make available to the Authority for any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- I / We acknowledge the right of Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any ground or for any reason whatsoever.
- I / We certify that in the last three years, we 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/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- I/We declare that:
  - a) We have examined and have no reservations to the RFP Document, including any Addendum / Corrigendum issued by Authority.
  - b) I / We do not have any conflict of interest as mentioned in the RFP Document.
  - c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; and
  - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this 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.

- I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder(s), without incurring any liability to the Applicants in accordance with the RFP Document.
- I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
- I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority (and/ or the Government of India) in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentioned project.
- I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall I/we have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened or rejected.
- I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the BDD specified in the RFP and also understand and abide by the selection process as mentioned in the RFP.
- In the preparation of documents of my/our firm being selected as the Agency for subject project, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and I/we shall be responsible for providing the agreed services and not through any other person or Associate.
- I/We have studied the RFP document and all other documents carefully. We understand that we will not claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of project. The Technical and Financial Proposals are being submitted along with Annexures to prove our technical & financial details. The contents provided in this regard shall be binding on us.
- I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we 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)

Annexure 3 (to be printed on letterhead of Bidder) Format for

### **APPLICANT'S EXPERIENCE**

### **Details of Project(s) executed**

S. No	Name of work	Name of the Client (with Brief Address of Concerned Office &Contact No. and e-mail ID)	Type of Client /Owner Mention Govt./ Semi Govt./Society / Institution	Date of Agreement with Client	Location and Scope of the work	Value	Date of commencement as per contract	Date of completion

(\*\*Tables to be added by the bidder if required)

Signature :\_\_\_\_\_

Name :\_\_\_\_\_

Designation :\_\_\_\_\_

Company :\_\_\_\_\_

Date :\_\_\_\_\_

Notes: :\_\_\_\_\_

### Annexure 4

Enclosed copy of

GST registration certificate and Pan card

(Signature of the Key Expert /Authorized Signatory)

Place\_\_\_\_\_

(to be printed on letterhead of Bidder)

### In support of Eligibility Criteria

### Format for

### FINANCIAL SUMMARY DATA

### TURNOVER RELATED DATA (All figures in INR Crores)

Description	2021-22	2020-21	2019-20	2018-19	2017-18
Turnover					
Total					

Financial Year: 1st April to 31<sup>st</sup> March or the particular accounting year followed and audited.

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports.

2. The annual Turnover data should be certified by a practicing Charted Accountant.

SIGNATURE

COMPANY SEAL

SIGNATURE	:	
NAME	:	
DESIGNATION	:	
COMPANY	:	
DATE	:	

#### Format for

### POWER OF AUTHORITY TO BID-SIGNATORY

#### (On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Know all men by these presents, we, ...... a company / firm registered under and having its Registered Office at hereby constitute, nominate, appoint and authorize and presently residing at ...... 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 Conceptualization & Development of Beach at Multiple Locations, Andhra Pradesh including but not limited to signing and submission of all applications, proposals and other documents and writings, providing information/ responses to APUIAML, (the "Authority"), representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance 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 HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ....... DAY OF......

Witnesses :

1.

2.

Accepted

For ...... (Signature, name, Designation and Address)

### Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-Judicial stamp paper of Rs. 100/- (rupees one hundred).

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor 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 documents will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 and other applicable provisions are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

#### <u>Please Provide</u> here

### FIRM/COMPANY REGISTRATION CERTIFICATE. LIST OF DIRECTOR'S. PARTNER NAME. (KYC – PAN AND AADHAR) AND DETAILS SIGNED BY ITS AUTHORIZED SIGNATORY / DIRECTORS

For Proprietorship Firm – PAN, Aadhaar and Address details Signed by its Authorized Signatory For Company – Firm/Company Registration Certificate List of Directors' and address, MoA, AoA, CoI For Partnership – List of Partners and address (Including sleeping partners) and Partnership Deed (latest) along with ID Proofs (Copy of Aadhar & PAN).

(Not required from Proprietary firm)

### (On a Non-Judicial Stamp Paper of Rs. 20 duly attested by notary public) Format for AFFIDAVIT OF NON-BLACKLISTING BY ANY CLIENT / AUTHORITY IN INDIA

To, DH – F&ED A.P.U.I.A.M.L. VIJAYAWADA.

Dear Sir,

I/We further confirm that none of the Proprietor/ firm / Organization / Board Members of our firm have been blacklisted/ banned/ suspended by any of the Governments in AP or other States in India in last three years from the date of the issue of RFP document

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the RFP / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

Yours faithfully,

Sign & Official Seal

#### Format for

#### POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR CONSORTIUM

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

#### **Power of Attorney**

Dated this \_\_day of \_\_\_\_\_, 2023

Whereas the Andhra Pradesh Urban Infrastructure Asset Management Limited ("APUIAML") has invited applications from interested parties for the "\_\_\_\_\_" (hereinafter referred to as "the Assignment"),

Whereas the members of the consortium/joint venture are interested in bidding for this project in accordance with the terms and conditions of this RFP along with its amendments, addenda and related documents

And whereas it is necessary for the members of the consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project,

We hereby nominate and authorize as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to APUIAML, to follow up with APUIAML and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license contract is entered into with the Selected agency.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this day of 2023.

[Signature]

For and on behalf of

[Company]

### Memorandum of Understanding

### (On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Know all men by these present that we, and (herein after collectively referred to "the consortium") for execution of Proposal. Whereas the APUIAML has invited RFP from the interested parties for the Selection of Architectural Agency for Conceptualization & Development of Beach at Multiple Locations, Andhra Pradesh.

Whereas the members of the consortium are interested in bidding for the work of in accordance with the terms and conditions of the RFP.

This Consortium contract is executed to undertake the work and role and responsibility of the firms as.

And whereas it is necessary under the conditions of the RFP for the members of the consortium to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid Proposalis the Lead Member of the Consortium.

We hereby nominate and authorize as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this RFP and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall door cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness h	ereof we hav	ve signed the	is deed on this	_day of		
						[Signature]
By the wit	h named t	hrough its	duly constituted	attorneys in the	presence of	
						[Signature]
By the wit	h named t	hrough its	duly constituted	attorneys in the	presence of	
						[Signature]

#### Notes:

For the purposes of Memorandum of Understanding and Power of Attorney: The contracts are to be executed by all members in case of a Consortium.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and 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 Bidder.

In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Note:** ANDHRA PRADESH URBAN INFRASTRUCTURE ASSET MANAGEMENT LIMITED (APUIAML) reserves the right to modify/alter the above-mentioned schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

### Annexure – 10 FINANCIAL BID FORM

(to be printed on letterhead of Bidder)

Date:

The Domain Head (Food & Economic Development), Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML), 4thFloor, NTR Administrative Block, Pandit Nehru Bus Station, Vijayawada-520013, Andhra Pradesh

## Sub: FINANCIAL PROPOSAL FOR ENGAGEMENT OF ARCHITECTURAL & MASTER PLANNING CONSULTANT FOR THE PROJECTS "CONCEPTUALIZATION & DEVELOPMENT OF BEACH AT MULTIPLE LOCATIONS, ANDHRA PRADESH" FOR APUIAML.

Sir:

To

For providing consultancy services for the subject assignment, we hereby submit the following Professional Fee quotation to the APUIAML.

We quote our proposal in terms of % / Lumpsum of the total project landed cost for each project for Part-C/D is given below:

Part	Item	Total Fee quoted		
		% on Project landed Cost	% in Words on Project landed Cost	
Part C	End-to-End Transaction Advisory Services for EPC Projects taken up by APTDC			

The price quoted is inclusive of transport, printing and stationery and all other expenses except applicable taxes towards our Professional fee for the subject assignment to be paid as per payment schedule specified in this TOR.

We shall abide by the above quote, terms and conditions of this ToR, if APUIAML selects us as the Consultant for this particular assignment. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

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

Yours faithfully,

(Signature of Authorized Signatory) (Name, Title, Address, Date)

Note: The financial proposal to be submitted strictly as per the above format. Noncompliance to the above format shall disqualify the firm's proposal.

\* Project cost may change after submitting the final Drawings or Designs as per client's approval.

### Annexure – 11 KYC Documents

Bidders should ensure KYC Documents (ID Proofs: Copy of Aadhaar, PAN Card, etc.) are submitted for all proprietors / Partners, Directors, Authorized Signatories as the case may be, representing Proprietorship/ Partnership/ Company – along with the Bid.