

**Request for Proposal (RFP)
for Selection of Consultant**

For

**Demand Assessment & Feasibility Study
of Integrated Bus Terminals of APSRTC
at Maddilapalem, Tirupati, Raj Vihar
Kurnool, Hanuman Junction and
Autonagar**

ANDHRA PRADESH

**ANDHRA PRADESH URBAN INFRASTRUCTURE ASSET MANAGEMENT
LIMITED (APUIAML)**

**4TH FLOOR, NTR ADMINISTRATIVE BLOCK,
PANDIT NEHRU BUS STATION, VIJAYAWADA-520013**

SCHEDULE OF TENDER PROCESS

The above schedule is tentative. APUIAML reserves the right to modify the said 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.

Event Description	Scheduled Date
Tender Notice No: APUIAML/APSRTC /DA/2020-2021/001	
RFP Issue / Start Date	23.10.2020
Pre-Bid Meeting	11:30 Hrs (IST) on 27.10.2020
Due date for Receipt of Proposals/ Bids (Proposal Submission Date or Proposal Due Date)	15:00 Hrs (IST) on 30.10.2020
Type of Submission	Hard Copy only
Date and Time of Opening Bids (Outer Envelope & Envelope-1)	14:00 Hrs (IST) on 02.11.2020, or any other date as intimated by APUIAML.
Opening of Envelope II (Financial Proposal)	Will be intimated to the qualified applicants
Processing Fee	Nil
Bid Security	Rs.50,000/- in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India drawn in favour of the CFO, APUIAML
Performance Guarantee	5% of the Work order Value

Any addendum / corrigendum to the RFP Document shall be intimated to all the applicants / Bidders through e-mail.

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Disclaimer

1. The information contained in this Request for Proposal document ("**RFP Document**") or subsequently provided to Applicants (Bidders/ Applicants), whether verbally or in documentary or any other form by or on behalf of Andhra Pradesh State Road Transport Corporation (APSRTC) (herein after referred to as "**Client**" or any of its employees/ officers/ representatives, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Consultancy / assignment proposed to be awarded pursuant to this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Client and its employees/ consultants/ representatives /officials 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 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Client and its employees/ officers/ advisors 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 / Tender Process (hereinafter defined).
6. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicants 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 RFP shall be construed as legal, financial or tax advice.
7. The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements and information contained in this RFP.
8. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that Client is bound to select an Applicant or to appoint the Selected Applicant/ Selected Bidder, as the case may be, for the Consultancy and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. Laws of the Republic of India are applicable to this RFP.

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1. INTRODUCTION

1.1. BACKGROUND

Andhra Pradesh State Road Transport Corporation (APSRTC) in it's continues strive to provide the best of services have identified Bus Station/ Bus depot locations across the state of Andhra Pradesh to provide modern amenities to the passengers besides generating revenues from commercial establishments developed on PPP model.

APSRTC has identified seven locations of which it intends to take up Five (5) Identified Bus Station/ Bus depots having considerable vacant/ un-utilized lands in prime and central locations of the cities and have huge potential for monetizing by providing modern amenities to the passengers and developing commercial spaces. These Five (5) Identified Bus Station/ Bus depots for development as integrated bus terminals with commercial components in the form of office/ commercial buildings, hotels & hospitality, malls & multiplex and others.

APSRTC intends to develop these five terminals as listed below:

PLACE /LOCATION	LAND AREA IN ACRES
MADDILAPALEM, VISAKHAPATNAM DISTRICT	6.00
HANUMAN JUNCTION, KRISHNA DISTRICT	1.70
AUTO NAGAR, VIJAYAWADA	1.80
RAJVIHAR CENTRE, KURNOOL	1.93
TIRUPATI, CHITTOOR DISTRICT	13.18

In this regard, APSRTC has entrusted the task to APUIAML as Transaction Advisor. APUIAML has decided to carry out the Quality and Cost Based Selection (QCBS) process for selection of consultant to take up demand assessment and feasibility study of integrated bus terminal (Bus stations / Bus depots) at the above locations for the purpose of this project in accordance with the Terms of Reference specified in this RFP.

1.2. REQUESTS FOR PROPOSAL

APUIAML invites proposals (the “Proposals”) for selection of Consultant (the “Consultant”) for all above locations who will be responsible for providing the required consulting services described below

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- Market & Demand Assessment and Feasibility Study duly evaluating commercial / leisure/ institutional/ entertainment activity developments and housing project growth in and around the surrounding areas, trends in economic growth, rentals and capital values, absorption trends, format of development, demand-supply dynamics, sector-profile, etc.
- Benchmarking studies. Benchmarking studies of developments of similar projects across the nation.
- Best use options study in the proposed integrated bus terminal - Identify & quantify the potential leisure, entertainment, office & commercial and residential activities for sustained economic growth of the location capturing the investment value of the project.

Finalization Product Mix:

- The final product mix (based on market study / best use options analysis) shall be finalized upon discussions with APSRTC and accordingly broad estimation of space requirements shall be prepared including unique selling point (USP) of the proposed projects and achievable pricing for the project components

Land Valuation

- Using different methods of valuation derive the market value of land

APUIAML intends to select the Consultant through an Open Competitive Bidding Process in accordance to the procedure set out herein

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 paying a visit to APUIAML, sending written queries to APUIAML by the date and time specified in Clause 1.10.

1.4. RFP DOCUMENT

RFP DOCUMENT CAN BE DOWNLOADED FROM THE OFFICIAL WEBSITE OF APUIAML (<https://www.apurban.com/>) FROM **23.10.2020** ONWARDS.

1.5. VALIDITY OF THE PROPOSAL

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “PDD”).

1.6. BRIEF DESCRIPTION OF THE SELECTION PROCESS

APUIAML has adopted a Two stage selection process (collectively the “Selection Process”) in evaluating

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the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes clearly mentioning the name of the assignment and covers i.e., Technical Envelope and Financial Envelope. 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. The financial bids of only shortlisted technically qualified bidders will be opened. In the second stage, a financial bids will be opened and evaluation will be carried out as specified in Clause 3.3. Financial Proposals will finally be ranked according to their offer and will be awarded to lowest bidder.

1.7. CURRENCY AND PAYMENT

All payments to the Consultant shall be made in Indian National Rupees (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

APUIAML would endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1	Proposal Due Date	1500 Hrs 30.10.2020
2	Pre-bid Meeting	1130 Hrs 27.10.2020
3	Opening of Technical Proposals	1400 Hrs 02.11.2020
4	Opening of Financial Proposal of shortlisted bidders	Shall be intimated
5	Issue of LoA to shortlisted Consultant	Shall be intimated
6	Assignment Start Date	Shall be intimated

1.9. PRE-PROPOSAL VISIT AND INSPECTION OF DATA

Prospective applicants may visit APUIAML office during office hours prior to Proposal Due Date (PDD).

1	Contact Person	Mr. Grandhi Sai Dilip
2	Address	NTR Administrative Block, PN Bus Station, Vijayawada- 500013
3	Contact No	9912551649
4	Email	dilip.grandhi@apurban.in

1.10. COMMUNICATIONS

- The Official Website of APUIAML is: <https://www.apurban.com/>
- Address: APUIAML, NTR Administrative Block, PNBS, Vijayawada - 500013
- All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:
- RFP Notice No. APUIAML/APSRTC/DA/2020-21/001

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 either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means an Applicant shall be a Legal entity. An Applicant may be a natural person born in India or abroad or a private entity, a company, a partnership firm, an LLP or a body corporate, or a consortium incorporated in India or as per applicable laws of the country of its origin are allowed to participate in this Tender Process.
- 2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by APUIAML 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 APUIAML’s decisions are without any right of appeal whatsoever.
- 2.1.3. The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with APUIAML.

2.1.4. Key Personnel

The Consultant’s team (the “Consultancy Team”) shall consist of the following key personnel (the “Key Personnel”) as specified below:

Sl. No.	Position	No. of Personal	Educational Qualifications	Minimum Desired Experience
1	Team Leader	1	Post Graduate in Urban Planning/ Housing/ Architecture/ Management/ Construction Management or Equivalent	20 Years of Experience in Development Consulting and Real Estate Consultancy studies. He / She should have been involved in minimum Five Eligible Assignments during the last five years preceding the PDD.
2	Deputy Team Leader- Technical	1	Post Graduate in Urban Planning/ Housing/ Architecture/ Management/ Construction Management or Equivalent	15 Years of Experience in Real Estate Consultancy studies He / She should have been involved in minimum three Eligible Assignments during the last five years preceding the PDD.
3	Deputy Team Leader- Finance expert/ Economist	1	MBA (finance)/ CA/Economist	15 Years of Experience in financial modelling & project structuring.

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Sl. No.	Position	No. of Personal	Educational Qualifications	Minimum Desired Experience
				He / She should have been involved in minimum three Eligible Assignments during the last five years preceding the PDD.
4	Real Estate Expert	2	Post Graduate in Urban Planning/ Housing/ Architecture/ Management/ Construction Management or equivalent	10 years of experience in Real Estate Consultancy studies. He / She should have been involved in minimum two Eligible Assignments during the last five years preceding the PDD.

In addition to the above key personnel, the Consultants are expected to deploy adequate number of support staff as required to perform the scope of services defined in the TOR for all activities.

2.2. Conditions of Eligibility of Applicants

2.2.1. 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.

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

A. Technical Capacity:

- i. Applicant should have been in the business of Development Consulting and Transaction business for a minimum period of 10 years in India, preceding the PDD.
- ii. Applicant should have working experience in Development Consulting and Real Estate related assignments for a minimum period of 10 years in India, preceding the PDD.
- iii. Applicant should have provided consultancy services for **Eligible Assignments** over the past 5 (five) years preceding the PDD.

For the purpose of this project, an Eligible assignment is defined in clause 3.2.

B. Financial Capacity: The Applicant shall have received a minimum income of Rs.15 (Fifteen) crore per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date as verified from the Audited Financial Statements of the Bidder. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing consultancy services to its clients in last 3 financial years preceding the PDD.

C. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel for all meetings/ presentation during the entire duration of the Project.

D. Original Documents: Originals of the copies submitted with the proposal are produced before evaluation committee for the purpose of evaluation and award of marks.

2.2.3. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s)

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from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.3. Conflict of Interest

- 2.3.1. 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, APUIAML shall forfeit and appropriate the Performance Security, genuine pre-estimated compensation and damages payable to APUIAML for, inter alia, the time, cost and effort of APUIAML including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to APUIAML hereunder or otherwise.
- 2.3.2. APUIAML requires that the Consultant provides professional, objective, and impartial advice and at all times hold APUIAML’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act 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 APUIAML.
- 2.3.3. 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, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or 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 consortium member or 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 Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having

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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 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 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 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.

- 2.3.4. 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 services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy 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.

2.4. Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy.

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2.5. 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 visits to APUIAML, Project site etc. APUIAML will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Acknowledgement by Applicant

2.6.1. 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 APUIAML;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of APUIAML;
- 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.

2.6.2. APUIAML 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 APUIAML.

2.7. Right to reject any or all Proposals

2.7.1. Notwithstanding anything contained in this RFP, APUIAML 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;

2.7.2 Without prejudice to the generality of Clause 2.8.1, the APUIAML reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest- ranking Applicant gets disqualified / rejected, then APUIAML reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of APUIAML, including annulment of the Selection Process.

2.8. Any dispute between the Parties as to matters arising pursuant to this Assignment and/or this Work Order or the interpretation thereof which cannot be settled amicably within ten (10) days after receipt by one party of the other party's request for such amicable settlement may be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996 by a sole arbitrator, to be appointed jointly by the parties. In case the parties are unable to appoint the sole arbitrator within 30 (thirty) days of a request made by one of the parties for appointment of the sole arbitrator, the parties may initiate appropriate proceedings under Arbitration and

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Conciliation Act, 1996 for appointment of such arbitrator. The decision of the arbitrator shall be final and binding on the parties. The parties shall bear their respective costs of arbitration and the final sharing of the arbitration cost shall be as per the award given by the arbitrator.

The venue of such arbitration shall be Vijayawada, Andhra Pradesh only, and the language of arbitration proceedings shall be English.

B. DOCUMENTS

2.9. Contents of the RFP

2.9.1. This RFP comprises the Disclaimer set forth hereinabove, 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. Miscellaneous

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 the Applicant
- Form 6 : Particulars of Key Personnel
- Form 7 : Eligible Assignments of the Applicant
- Form 8 : Eligible Assignments of Key Personnel
- Form 9 : CVs of Professional Personnel
- Form 10 : Power of Attorney for Lead Member of Consortium (in case of consortium)
- Form 11 : Joint Bidding Agreement for Consortium (in case of consortium)

Appendix-II: Financial Proposal

- Form 1 : Covering Letter
- Form 2 : Financial Proposal

Appendix-III: TERMS OF REFERENCE

2.10. Clarifications

2.10.1. Applicants requiring any clarification on the RFP may send their queries to APUIAML in writing before the date mentioned in the Schedule of Selection Process. The envelopes shall clearly bear the following identification:

“Queries/Request for Additional Information concerning RFP for Selection of Demand Assessment and Feasibility Study Consultant for Integrated Bus Terminals of APSRTC, Andhra Pradesh, India”.

APUIAML shall endeavour to respond to the queries as per the date specified in in this RFP. The responses will be sent by fax or e-mail to the applicants. APUIAML will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

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2.11. Amendment of RFP

- 2.11.1. At any time prior to the deadline for submission of Proposal, APUIAML 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 and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail
- 2.11.2. All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3. In order to afford the Applicants a reasonable time for considering an amendment, or for any other reason, APUIAML may, in its sole discretion, extend the proposal date.

C. PREPARATION AND SUBMISSION

2.12. **Language:**

The Proposal with all enclosed documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on 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 must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of Proposal

- 2.13.1. The Applicant shall provide all the information sought under this RFP. APUIAML would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2. The Applicant shall prepare one original set of the 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 copies, the original shall prevail.
- 2.13.3. The Proposal, and its copy, shall be typed or written and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorised Representative**”) as detailed below:
 - a) by the proprietor, in case of a proprietary firm; OR
 - b) by a 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; OR
 - d) by the authorised representative of the Lead Member, in case of consortium. A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).
- 2.13.4. Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by APUIAML and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.16.1.

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2.14. Technical Proposal

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

2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) power of attorney, if applicable, is executed as per Applicable Laws;
- c) CVs of all Key Personnel have been included;
- d) key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in this RFP;
- e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f) the CVs have been recently signed and dated, by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- h) Key Personnel proposed have good working knowledge of English language;
- i) Key Personnel would be available for the period indicated in the TOR;
- j) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- k) the proposal is responsive in terms of this RFP.

2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4. 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 APUIAML for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6. The proposed team shall include experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be on the roles of the firm for a minimum period of 5 years. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-9 of Appendix-I.

2.14.7. APUIAML 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 APUIAML to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of APUIAML there under.

2.14.8. 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

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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 APUIAML without APUIAML being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

- 2.14.9. In such an event, APUIAML shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to APUIAML for, inter alia, time, cost and effort of APUIAML, without prejudice to any other right or remedy that may be available to APUIAML.

2.15. Financial Proposal

- 2.15.1. Applicants shall submit the 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, in Indian Rupees, and signed by the Applicant’s Authorised 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.

- 2.15.2. 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, travel, 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. For the avoidance of doubt, it is clarified that all taxes, excluding GST 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.

2.16. Submission of Proposal

- 2.16.1. The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by APUIAML and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photo- copied version of the RFP and the original RFP issued by APUIAML, the latter shall prevail.
- 2.16.2. The Proposal will be sealed in an outer envelope which will bear the address of APUIAML, RFP Notice number, Consultancy name as indicated in this RFP and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of APUIAML”

If the envelope is not sealed and marked as instructed above, APUIAML 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.

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- 2.16.3. The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Demand Assessment and Feasibility Study Proposal' and the other clearly marked '**Financial Proposal** - The envelope marked "Demand Assessment and Feasibility Study Proposal" shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 11 of Appendix-I and supporting documents and Bid Security as mentioned in Clause 2.20.1

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

- 2.16.4. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.16.5. The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by e-mail shall not be entertained.
- 2.16.6. 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 should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.16.7. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.17.Proposal Due Date (PDD)

- 2.17.1. Proposal should be submitted on the PDD specified at Clause 1.8 at the address provided in Clause 1.10 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2. APUIAML may, in its sole discretion, extend the PDD by issuing an Addendum uniformly for all Applicants.

2.18.Late Proposals

Proposals received by APUIAML after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19.Modification/ substitution/ withdrawal of Proposals

- 2.19.1. 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 PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2.19.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by APUIAML, shall be disregarded.

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2.20. Bid Security & Performance Security

- 2.20.1. The Applicant shall furnish as part of its Proposal, a bid security of [Rs. 50,000 (Rupees Fifty thousand only)] in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India drawn in favour of the CFO, APUIAML and payable at Vijayawada (the “Bid Security”), returnable not later than 90 (ninety) 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 180 (one hundred and eighty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and submitting performance security calculated @ 5% of the agreement value in the form of BG from a Nationalized/ Scheduled Banks in India valid for a term of Assignment period plus 3 months. Such BG shall be returned after 2 months of completing the Deliverables assigned to the Consultancy in accordance with the provisions thereof.
- 2.20.2. Any Bid not accompanied by the Bid Security shall be rejected by APUIAML as non-responsive.
- 2.20.3. APUIAML shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to APUIAML ‘s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the APUIAML as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the APUIAML 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.

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to APUIAML’s any other right or remedy hereunder or in law or otherwise its Performance Security shall be forfeited and appropriated by APUIAML as the mutually agreed pre-estimated compensation and damages payable to APUIAML for, *inter alia*, the time, cost and effort of the APUIAML in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions::

- a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and

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- c) if the selected Applicant commits a breach of the Agreement.

An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.21.Evaluation of Proposals

- 2.21.1. APUIAML shall open the Proposals at the place, date & time specified in in this RFP 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.
- 2.21.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.
- 2.21.3. Prior to evaluation of Proposals, APUIAML will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is received in the form specified at Appendix-I;
 - b) it is received by the PDD 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 signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
 - e) it is accompanied by the Power of Attorney as specified in in this RFP;
 - f) it contains all the information (complete in all respects) as requested in the RFP;
 - g) it does not contain any condition or qualification; and
 - h) it is not non-responsive in terms hereof.
- 2.21.4. APUIAML reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by APUIAML in respect of such Proposals.
- 2.21.5. APUIAML shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in this RFP.
- 2.21.6. After the technical evaluation, APUIAML shall prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals.
- 2.21.7. Applicants are advised that Selection shall be entirely at the discretion of APUIAML. Applicants shall be deemed to have understood and agreed that APUIAML shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.8. Any information contained in the Proposal shall not in any way be construed as binding on APUIAML, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

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2.22. 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 APUIAML in relation to matters arising out of, or concerning the Selection Process. APUIAML shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. APUIAML 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 to enforce or assert any right or privilege of the statutory entity and/or APUIAML or as may be required by law or in connection with any legal process.

2.23. Clarifications

- 2.23.1. To facilitate evaluation of Proposals, APUIAML may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by APUIAML for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2. If an Applicant does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, APUIAML 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 APUIAML.

E. APPOINTMENT OF CONSULTANT

2.24. Negotiations

- 2.24.1. 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. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the AP APUIAML. In case the Selected Applicant fails to reconfirm its commitment, AP APUIAML reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.24.2. APUIAML will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25. Substitution of Key Personnel

- 2.25.1. APUIAML 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 APUIAML.
- 2.25.2. APUIAML expects all the Key Personnel to be available during implementation of the Agreement. APUIAML 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 APUIAML. 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

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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.

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

2.26. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify APUIAML, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27. Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by APUIAML to the Selected Applicant and the Selected Applicant shall, within 7 (seven) 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, APUIAML may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.28. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29. Commencement of Assignment

The start date for the assignment is considered as one week from the date of issuance of LoA to the successful Applicant. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, APUIAML may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.30. Proprietary Data

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

2.31. Assignment Time lines

Time is essence of the assignment and it is expected that the consultant adheres to the time lines specified given in **APPENDIX-III- (TERMS OF REFERENCE)** of this RFP. Delay in DELIVERABLES, TIME LINES as specified under Terms of Reference shall attract penalty @ 0.1% per day not exceeding 10% of the contract value.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 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 score 70 points or more out of 100 shall be eligible for further evaluation and opening of the financial bid for Evaluation in QCBS and ranked as per score achieved by them, from highest to the lowest technical score (S).

3.1.2 The Scoring criteria to be used for evaluation shall be as follows:

Sl. No.	Criteria	Marks	Description of Criteria								
1	Applicant Technical Capacity	10	<ol style="list-style-type: none"> Applicant should have been in the business of providing Consulting services for a minimum period of 10 years in India, preceding the PDD. Applicant should have working experience in Development Consulting and Real Estate related assignments for a minimum period of 10 years in India, preceding the PDD 								
2	Applicant Financial Capacity	20	<ol style="list-style-type: none"> The Applicant shall have received a minimum income of Rs.15 (Fifteen) crore per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. <table border="1" data-bbox="895 1375 1396 1509"> <thead> <tr> <th>Capacity</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Rs.10 Cr</td> <td>10</td> </tr> <tr> <td>Rs.20 Cr</td> <td>15</td> </tr> <tr> <td>Rs.25 Cr & above</td> <td>20</td> </tr> </tbody> </table> <ul style="list-style-type: none"> For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing consultancy services to its clients. 	Capacity	Marks	Rs.10 Cr	10	Rs.20 Cr	15	Rs.25 Cr & above	20
Capacity	Marks										
Rs.10 Cr	10										
Rs.20 Cr	15										
Rs.25 Cr & above	20										
3	Eligible Assignments	25	<table border="1" data-bbox="837 1668 1396 1825"> <thead> <tr> <th>Eligible assignments</th> <th>Marks per each eligible assignment</th> </tr> </thead> <tbody> <tr> <td>50 acres & above</td> <td>25</td> </tr> <tr> <td>10 acres to 50 acre</td> <td>12.5</td> </tr> <tr> <td>1 to 10 acres</td> <td>8</td> </tr> </tbody> </table>	Eligible assignments	Marks per each eligible assignment	50 acres & above	25	10 acres to 50 acre	12.5	1 to 10 acres	8
Eligible assignments	Marks per each eligible assignment										
50 acres & above	25										
10 acres to 50 acre	12.5										
1 to 10 acres	8										
4	Team	25	<ol style="list-style-type: none"> Maximum of 10 marks for team leader Maximum of 5 marks for each deputy team leader (Technical & Finance) and Maximum of 2.5 marks each for real estate expert 								

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5	Presentation on Work Plan & Methodology	20	Presentation to the evaluating committee by the team leader on the proposed ideas, concepts, case studies, similar experience proposed work plan and methodology
	Grand Total	100	

3.2 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments granted by the government/semi government / PSU, regulatory commission, tribunal, statutory or public / private sector entity in respect of preparation of business plan, feasibility studies, vision plan, business strategy as the case may be, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”)

For the purpose of this assignment, Eligible assignments mean:

- One assignment for the minimum project size of 50 Acres in Real Estate /Industrial/ Mixed development Sector; or
- Two assignments for the minimum project size of 10 to 50 Acres in in Real Estate/Industrial/ Mixed development Sector; or
- Three assignments for the minimum project size of 1 to 10 Acres in in Real Estate/Industrial/ Mixed development Sector

For the purpose of this project, Real Estate would mean “Commercial Complexes, IT Parks/ SEZs, Technology Parks, Townships, Airports, Residential, Urban Redevelopment Projects etc.”

3.3 Evaluation of Financial Proposal

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) as specified in Clause 3.3.3.

3.3.1 For financial evaluation, the total cost indicated in the Financial Proposal, (excluding GST), will be considered.

3.3.2 APUIAML 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 Consultant to be compensated and the liability to fulfil its obligations as per the TOR within total quoted price shall be that of the Consultant.

The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical score (S) and financial (S) score as follows:

$$S = ST \times TW + SF \times FW$$

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Where TW and FW are weightage assigned to Technical and Financial Score that shall be 0.7 (70%) and 0.3 (30%) respectively.

- 3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in in this RFP, as the case may be

4. FRAUDULENT CORRUPT PRACTICES

- I. 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, APUIAML 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, APUIAML shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of APUIAML, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- II. Without prejudice to the rights of APUIAML under Clause 4.1 hereinabove and the rights and remedies which APUIAML may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by APUIAML 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 APUIAML during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by APUIAML 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.
- III. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. “corrupt practice” means (i) the offering, giving, 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 APUIAML 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 there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of APUIAML, 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 APUIAML 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 APUIAML 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. MISCELLANEOUS

- I. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the APUIAML, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- II. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the APUIAML. APUIAML shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- III. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Amaravati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- IV. APUIAML, 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 APUIAML 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.
- V. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases APUIAML, 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.
- VI. All documents and other information supplied by APUIAML or submitted by an Applicant shall remain or become, as the case may be, the property of APUIAML. APUIAML will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- VII. APUIAML reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record

APPENDIX-I TECHNICAL

PROPOSAL FORM -1

LETTER OF PROPOSAL

To

Date:

Subject: Appointment of **Consultant** for Demand Assessment & Feasibility Study for Integrated Bus Terminals of APSRTC, Andhra Pradesh, India

Dear Sir,

1. With reference to your RFP Document dated _____, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the captioned assignment. 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. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We 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. We declare that:
 - a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with **Clause 2.3** of the RFP Document;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **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) We 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.
7. We understand that you may cancel the Selection Process at any time and that you are bound neither 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.
8. We declare that any member of the consortium, are not a Member of any other Consortium applying for Selection as a Consultant.

9. 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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. 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.
11. We 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. 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 the Authority and/ or the Government of Punjab 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 Rs. _____/- (Rupees _____) in the form of a Demand Draft is enclosed in accordance with the RFP document.
14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. We agree to keep this offer valid for 180 (one hundred eighty) 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. We have studied RFP and all other documents carefully and also surveyed the Project site. 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.
18. 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.
19. We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

APPENDIX – I
FORM – 2
PARTICULARS OF THE APPLICANT

1.1	Title of Consultancy:		
1.2	Title of Project:		
1.3	State whether applying as Sole Firm or Lead Member of a consortium		
1.4	State the following:		
	Name of Company or Firm:		
	Legal status: (e.g. Sole Proprietorship or Partnership), Please enclose supporting documents (Certificate of Incorporation / Memorandum / Articles of Association / CA certificate etc).		
	Country of incorporation:		
	Registered address:		
	Year of Incorporation:		
	Year of commencement of business:		
	Principal place of business:		
	Company profile including with main line of business:		
	Name, designation, address and phone numbers of authorised signatory of the Applicant:		
	Name:		
	Designation:		
	Company:		
	Address:		
Phone No.:			
Fax No			
E-mail:			
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:		
	(i) Name of Firm:		
	(ii) Legal Status and Country of incorporation		
	(iii) Registered address and Principal place of business.		
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:		
	i) In case of non-Indian Firm, does the Firm have business presence in India? If so, provide the office address(es) in India		

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	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?
	(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years?
	(iv) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Note: If answer to any of the questions at (ii) to (iv) is yes, the Applicant is not eligible for this consultancy assignment.
1.7	Does the Applicant’s firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?
	If yes, does the Applicant (and other Member of the Applicant’s consortium) 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?
1.8	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?
	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?
	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?

XXXXXXXXXXXXXXXXXXXX

Authorised Representative

For and on behalf of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(To be forwarded on the letterhead of the Applicant)

APPENDIX - I

FORM – 3

STATEMENT OF LEGAL CAPACITY

To,

Subject:

We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

We have agreed that (insert Applicant’s name) will act as the Lead Member of our consortium.

We have agreed that..... (insert individual’s name) will act as our Authorised Representative / will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised 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 authorised signatory)

For and on behalf of

**FORM – 4
Power of Attorney**

Know all men by these presents, we, --- having its registered office at ----- do hereby constitute, nominate, appoint and authorise Mr----- son of----- 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 “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for----- (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHERE OF WE , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.

For

(Signature, name, designation and address)

Witnesses:

Notarised Accepted

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 non-judicial stamp paper of Rs. 100 (One hundred) and duly notarised by a notary public.

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

FORM – 5
FINANCIAL CAPACITY OF THE APPLICANT

Sl No.	Financial Year	Annual Revenue (Rs in Mn)
1	2019-20	
2	2018-19	
3	2017-18	

Certificate from the Statutory Auditor

This is to certify that-----has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm:

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.
- In case the applicant is depicting turnover from foreign country*, the turnover certification needs to be from the Chartered Accountant / statutory Auditor located in the same country.
- *This may be the case when an Applicant is based out of India, or the Applicant is using financial credentials of its parent company based outside India

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**APPENDIX- I
FORM – 6
PARTICULARS OF KEY PERSONNEL**

SNo	Designation of Key Personnel	Name	Education Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of the Firm	Employed Since	

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APPENDIX – I

FORM – 7

ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE APPLICANT

Sl. No.	Name of the Project	Name of Client	Size of the Project (land area in acres & BUA in sft.)	Payment of Professional Fee by the Applicant (Rs. Crores)
(1)	(2)	(3)	(4)	(5)

#The Applicant should provide details of only those projects that have been undertaken by it under its own name.

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

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APPENDIX – I

FORM – 7

ELIGIBLE ASSIGNMENTS OF THE APPLICANT

Name of the Projects:	
Size of the projects (land area in acres):	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of project (in Rs. crore):	
Start date and finish date of services (month/ year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Personnel)	

APPENDIX - I

FORM – 8

ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE KEY PERSONNEL

Sl. No.	Name of the Project	Name of Client	Size of the Project (land area in acres)
(1)	(2)	(3)	(4)

**APPENDIX -1
FORM-9
CURRICULUM VITAE (CV) OF KEY PERSONNEL**

1. PROPOSED POSITION:
2. NAME OF THE PERSONNEL
3. DATE OF BIRTH
4. NATIONALITY
5. NAME OF THE FIRM
6. YEARS WITH THE FIRM (Starting with present position, list in reverse order every employment held)
7. PROFESSION
8. EDUCATION QUALIFICATION
9. OTHER TRAINING
10. MEMBERSHIP OF PROFESSIONAL SOCIETIES
11. List of projects on which the Personnel has worked
 - a. Name of project
 - b. Description of responsibilities

Certification:

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

Place:

.....

Signature of the

Key Personnel

Full Name of the

Key Personnel:

.....

.....: Signature

of the Authorized

Representative

Full Name of the Authorized
Representative:

FORM-10
Power of Attorney for Lead Member of Consortium (in case of consortium)

Whereas the____("the Authority") has invited bids from interested parties for the

_____ in the State of Andhra Pradesh ("the Project"). Whereas,, and, (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s....., having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

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For

(Signature, Name & Title)

Witnesses:

- 1.**
- 2.**

(Executants)

(To be executed by all the Members of the Consortium)

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 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.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form 11
Joint Bidding Agreement for Consortium (in case of consortium)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this theday of
..... 20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at..... } and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at } (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) THE _____(Name of the Authority), established under the _____, represented by its Managing Director and having its principal offices _____(hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**) by its Request for Proposal No. dated(the “**RFP**”) for award of contract for _____ in the State of Andhra Pradesh (the “**Project**”).

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into an Agreement with the Authority and for performing all its obligations as the Consultant in terms of the Agreement for the Project.

4. Role of the Parties

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Project is completed in accordance with the Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in

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accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

- 8.1 This Joint Bidding Agreement shall be governed by laws of India.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SIGNED, SEALED AND DELIVERED

For and on behalf of

APSRTC Integrated Bus Terminals in Andhra Pradesh, India
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FIFTH PART

(Signature)
(Name)
(Designation)
(Address)

SIX PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**APPENDIX - II
FINANCIAL PROPOSAL
(On Applicants Letter Head)**

To

Subject: Appointment of Consultant for Demand Assessment & Feasibility Study for Integrated Bus Terminals of APSRTC, Andhra Pradesh, India.

Dear Sir,

We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Request of Proposal dated _____, and our Proposal (Technical and Financial Proposal). Our attached financial proposal ---- with locational break up inclusive of all applicable taxes (excluding GST).

Place /Location details	Land Area in Acres	Our Financial Proposal in Rs. Inclusive of All Taxes (Excluding GST)

We quote our proposal in terms of INR for the whole of the assignment for a period of ----- Weeks.

In figures: _____

In words _____

And this 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 RFP. We shall abide by the above quote, terms and conditions of this RFP, if APUIAML selects us as the Consultant for this particular project.

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 also understand that financial proposal for each location is valid till completion of the work and APUIAML has full power to prioritize locations or delete the locations and make payments only to the locations taken up for providing consultancy.

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. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

for -----

APPENDIX-III

**TERMS OF
REFERENCE**

Proposal for Selection of Consultant for Demand Assessment & Feasibility Study for Integrated Bus Terminals of APSRTC, Andhra Pradesh, India

Preamble

Andhra Pradesh State Road Transport Corporation (APSRTC) in its continues strive to provide the best of services have identified Seven (7) Bus Station/ Bus depot locations across the state of Andhra Pradesh to provide modern amenities to the passengers besides generating revenues from commercial establishments developed on PPP model.

All the Five (5) Identified Bus Station/ Bus depots having considerable vacant/ un-utilized lands in prime and central locations of the Urban local body (ULB) have huge potential for monetizing by providing modern amenities to the passengers and developing commercial spaces.

List of Five (5) Identified Bus Station/ Bus depots:

PLACE /LOCATION	LAND AREA IN ACRES
MADDILAPALEM, VISAKHAPATNAM DISTRICT	6
HANUMAN JUNCTION, KRISHNA DISTRICT	1.7
AUTO NAGAR, VIJAYAWADA	1.8
RAJVIHAR CENTRE, KURNOOL	1.93
TIRUPATI, CHITTOOR DISTRICT	13.18

In this regard, APSRTC intends to envision the proposed development as a long-term development to achieve the core objectives as follows:

1. Creation of state of art bus terminals with integrated mixed-use development of bus arrivals/ departures, parking spaces, waiting lounges, resting places, entertainment etc with best in class infrastructure and unique positioning as ‘best of its kind’ development in India.
2. To provide modern facilities to the passengers and creation of sustainable echo system of revenues.
3. Catalyze development within the bus station/ bus depot area, generating economic activities, creating valuable infrastructure and integrating with the surrounding areas so as to catalyze value capture over a period of time.
4. Develop an entire eco system comprising Bus station development with a focus on modern facilities, service, entertainment, safety and security and
5. Maximize monetization potential of the centrally located land parcels including capturing future land value to the stakeholders.

In a nutshell, the proposed development would play host to PPP developers from different

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sectors having focus on ‘Sustainable Economy’ like entertainment centers, gaming zones, commercial complexes, hotels, hospitality, logistics, paid services, Medical & Healthcare, Finance & Banking, etc.

In this regard, APSRTC intends to carryout detailed demand assessment & Feasibility Study for achieving the above objectives. In this regard, APSRTC has entrusted the task to APUIAML as Transaction Advisor. APUIAML has decided to carry out the Quality and Cost Based Selection (QCBS) process for selection of consultant to take up demand assessment & Feasibility Study for integrated Bus Terminals at the above locations.

1. Scope of Services: The Scope of services to be performed by the Demand Assessment & Feasibility Study Consultant will briefly include the following:

- Market & Demand Assessment & Feasibility Study duly evaluating commercial / leisure/ institutional/ entertainment activity developments and housing project growth in and around the surrounding areas, trends in economic growth, rentals and capital values, absorption trends, format of development, demand-supply dynamics, sector-profile, etc.
- Benchmarking studies. Benchmarking studies of developments of similar projects across the nation.
- Best use options study in the proposed integrated bus terminal - Identify & quantify the potential leisure, entertainment, office & commercial and residential activities for sustained economic growth of the location capturing the investment value of the project.

Finalization Product Mix:

- The final product mix (based on market study / best use options analysis) shall be finalized upon discussions with APSRTC and accordingly broad estimation of space requirements shall be prepared including unique selling point (USP) of the proposed projects and achievable pricing for the project components

Land Valuation

- Using different methods of valuation derive the market value of land

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2. Deliverables and Payment Schedule

In pursuance of this RFP the Consultant shall prepare the Demand Assessment & Feasibility Study reports as a part of this Consultancy. The Consultant shall submit the reports to APUIAML as per the schedule given here under. Upon submission of draft report, APUIAML & APSRTC will scrutinize the draft reports and convey its observations to the consultant for the final submission. Components for each deliverable shall be as per above scope of work and will be elaborated at the time of agreement.

The Consultant shall be entitled to the following Consultancy Fees upon approval of the same by the client and the authority (APSRTC) and the consultant shall raise the invoices for each of the aforementioned deliverable / stage upon completion and approval by the Authority thereof.

No.	Deliverables	Time schedule in weeks	Total fee in %*
1	Inception Report	Four weeks from Date of Engagement	20%
2	Draft Market Assessment Report & Presentation*	Eight weeks from Date of Engagement	40%
3	Final Market Assessment Report & Presentation*	Ten from Date of Engagement	40%
<i>* All Payments are subjected to approval of deliverables by APUIAML</i> <i>* All Deliverables (Reports and Presentations) are to be in editable format</i>			

As the engagement of consultant by APUIAML is back to back arrangement, as and when the payment released by APSRTC, APUIAML will release the payment to consultant depending upon the proportionate of work delivered.

Completion of Services: All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to APUIAML in soft form apart from the reports. The study outputs shall remain the property of the APUIAML and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the APUIAML. The Consultancy shall stand completed on acceptance by APUIAML of all the Deliverables of the Consultant.

Professional Fee: The fee quoted shall be a lump-sum amount in Rupees (Rs.) for all five locations (as given in section 3 above of this Appendix III) taken together. The total lump sum fees will be considered for the purpose of evaluation. However, fees have to be also separately quoted for each location and the summation of the same will be the lump sum fees. The work will have to be undertaken for each location separately after receiving written instructions from APUIAML. The fees will be payable for the work undertaken for each location and in accordance with the milestones accomplished. Consultants are requested to provide their fee quote in sealed envelope as Lump sum fee for the project (in INR)**.

***The price quote shall include all expenses including man day cost, site visits, consultations, out of pocket expenditure, printing & stationery, travel, communication, etc. However, the price quote shall be exclusive of GST that shall be paid by APUIAML as per the prevailing GST rules of GoI on the invoiced date upon submission of valid GST Registration Number (Copy) along with PAN Number.*

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APPENDIX-IX
DRAFT AGREEMENT

This agreement, made on the _____, by and between by the XXXXXXXXXX, APUIAML (hereinafter referred to as “APUIAML”) of the one part and M/s. _____ having its registered office _____ India (hereinafter referred to as _____) of the other part. Both APUIAML and shall collectively be referred to as “PARTIES”

Whereas the APUIAML is desirous to **Engaging of “Consultant For Demand Assessment & Feasibility Study for Integrated Bus Terminals in ANDHRA PRADESH”** (hereinafter referred to as “PROJECT”) and has called for bids from interested bidders through the Request for proposal.

And

Whereas _____ has participated in the tender and APUIAML has evaluated and accepted the bid by _____ for the Project and APUIAML has issued a Letter of Acceptance (LOA) dated: _____ to _____ for meeting the prerequisites for entering the agreement for implementation of the Project.

Now this agreement witnesses as under:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of this agreement hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this agreement.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,
 - a. The Bid Document vide Request for proposals No. XXXX/XXXXX/01/2020-21, Dated XX.XX.2020.
 - b. The Financial Bid.
 - c. Letter no – dated ----- submitted by M/s. -----
 - d. LOA issued by _____ APUIAML to _____, dated:
 - e. Mutually agreed additional conditions included in the agreement
3. This Agreement supersedes all prior discussions, representations, understandings, agreements, both written and oral, among the parties with respect to Clause 2 above.
4. AND WHEREAS the Contractor have agreed to the retention by the Government Earnest Money of Rs. ___/- Payment I.D. No. XXXX, XX .D. NO. ___ dated _____ towards 1st E.M.D. 2) Rs. ___/- Vide D.D. No. ___, dated _____ towards balance E.M.D. paid by him vide _____ dt ___ of Rs. ___ B.G issued by valid up to _____ have been produced with towards additional security for the due fulfillment of the contractor to the satisfaction of APUIAML, and the contractor having agreed to keep it valid till the completion of work.
5. As per the condition of the work order referred to in Clause xx, M/s -----have agreed to Earnest Money of 5% of the assignment value Rs.-----,000 (Lakhs) and has submitted a Demand Draft drawn in favour of “XXXXXXX, APUIAML, Vijayawada Vide BG/ D.D. No. of..... Bank.....,---- - for an amount of Rs ----- (Rupees ----- only) APUIAML and not to bear any interest shall release this amount upon completion of erection and commissioning the project to the satisfaction of APUIAML within scheduled time ----- months meeting to the timeless specified in xx of the RFP from the date of signing this agreement and the contractor having agreed to keep it valid till the completion of work .
6. And it has been accepted that the project period for completing the assignment is----- .Any delay in completion of schedule time of -----months shall attract penalty @ 0.1% per day not exceeding 10% of the contract value.

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7. And Whereas the contractor has also signed the copy of the Request for Proposal in acknowledge of being bound by all the conditions of the clauses and all the Standard Specifications for items of works described And whereas contractor has agreed to execute upon and subject to the conditions set forth in the RFP and such other conditions as are contained in all the specifications forming part of this contract (herein after referred to as “The said conditions”) the work shown upon the drawing and described in the said specifications and set forth in chapter “DETAILED PROJECT BACKGROUND &DESCRIPTION” of RFP as the “probable quantities” and comply with the rates of progress noted at the end of this articles of agreement for a sum of Rs. ___/- (in words) based on the financial bid and subsequent letter dated ----- quoted by the contractor such other sum as may be arrived at under the clauses of the standard preliminary specifications relating to payment on completion of “PROJECT” and on completion of stagewise milestones quoted in financial bid calculated on the reduced cost on prorata basis. Now it is hereby agreed as follows
8. In Consideration of the payment of the said sum of Rs. ___/- (in words) or such other sum as may be arrived on completion of “PROJECT” on stagewise milestone payments quoted in financial bid calculated on the reduced cost on prorata basis , the contractor will, upon and subject to the said conditions , execute and complete the works shown upon the said RFP with such variations by way of alterations or additions to, or deductions from, the said works and method of payment therefore as are provided for in the said works and the conditions.
9. In consideration of the payment to be made by APUIAML to as hereinafter mentioned, the APUIAML hereby covenants to pay the in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other as may become payable under the provisions of this contract at the times and in the manner prescribed by this contract agreement.

In Witness there of the contractor of __Name & Address _____

In witness whereof the parties there to have caused this agreement to be executed the day and year first above written XXXXXXXX APUIAML has here unto set his hand the day and year first above written.

Signed by Contractor Address

Phone No.

Signed by on behalf of Government

Designation

In the presence of Witness