

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS



REQUEST FOR PROPOSAL

**SELECTION OF AGENCY FOR
DETAILED DESIGN & PREPARATION OF GFC
DRAWINGS FOR PHASE-II FISHING
HARBOURS**



RFP Notification No.: APUIAML/FH-II/DD&GFC/2022-23/01

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

For Queries: Contact –DH, ECONOMIC DEVELOPMENT

Phone No: 89850 55843, Email ID – chetan.y@apurban.in

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

Table of Contents

Section	Description	Page No.
I	Letter of Invitation	7-8
II	Instructions to Applicants	9-12
III	Data Sheet	13-14
IV	Preparation, Submission and Evaluation of Proposals	15-17
V	Terms of Reference	18-23
VI	Formats for Submission of Proposal (Annexures)	24-37

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

SCHEDULE OF RFP PROCESS

Description	Scheduled Date
Notification No:	APUIAML/FH-II/DD&GFC/2022-23/01, Dated:15.12.2022.
RFP Issue / Start Date	15.12.2022
Bid Submission Closing Date and Time Note: Minimum of 7 days from the date of issue of notification	21.12.2022 at 03:00 PM
Submission of Hard Copy of the Bid	To, CEO APUIAML 4 th Floor, NTR Administrative Block, Vijayawada-520013 (Andhra Pradesh)
Date & Time of Opening Technical Bids	21.12.2022 @ 04:00PM on bid closing day
Date & Time for Opening of Financial Proposal / bids	Will be informed to the Technically Qualified bidders through email from APUIAML side
RFP Application Fees (non-refundable)	INR 5,000 (Rupees Five Thousand) + GST

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

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

period. The request for such extension shall be made in writing. However, bidders will not be permitted to modify their submitted bids after the BDD.

- RFP Application Fees: The participating bidder/s will have to pay RFP Application fee (non-refundable) of Rs. 5,000/- + 18% GST (i.e. Rs.5,900 with GST) through online payment to following current account no:

Beneficiary Name: Andhra Pradesh Urban Infrastructure Asset Management Limited

Bank Name: Union Bank of India

Bank Address: Labbipet Branch, Vijayawada 520010

Account Number: 034311100004067

Account Type: Current Account

IFSC Code: UBIN0803430

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

- APUIAML will take either Performance Security of 5% of contract value or deduct Retention money @ 5% from the invoices of the Consultant which will be released on successful completion of the Assignment. The Threshold limit for Performance Security or Retention money would be minimum contract value of Rs.10 lakhs paid along with last bill.
- In case of Work / Service contract, the contractor would be required to take Contractor's All Risk Insurance equivalent to 125% of the Contract value and Performance Security in the form of Bank Guarantee equivalent to 5% of contract value.

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

INTERPRETATION

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

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

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

DISCLAIMER

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

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

1. LETTER OF INVITATION

To,
Interested Bidder(s)

Sub: Selection of Agency/Company for DETAILED DESIGN AND PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS”

The broad Scope of Work / details of the services required to be provided by the Selected Bidder are given in Terms of Reference (ToR) Section 5.3 of this document (hereinafter referred to as the "**Project**").

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

The Original Hard Copies shall be submitted on or before the due date specified at the address given below clearly mentioning the name of the project and the services for which they are intending to bid for DETAILED DESIGN AND PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS.

To
The CEO,
APUIAML
4th Floor, NTR administrative block,
Vijayawada, Andhra Pradesh - 520013

1.2 This RFP has following sections*:

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

1.3 The Agency for providing its services for the said Assignment will be selected on the basis of the **method (lowest quote (L1))**. The Financial Proposals (Price Proposals) of only those Bidders, who qualify the eligibility (technical & financial capability) criteria as mentioned in this RFP shall be processed further.

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

- 1.4** The Proposals shall be filled in English Language and all entries must be typed and written in blue/black ink. Initials of the Authorized representative (Power of Attorney) of the Applicant must be attested at all erasers and alterations made while filling the Proposal. Failure to comply with any of these conditions may lead to the Proposal invalid.
- 1.5** The Authority shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to transport, postage, survey etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement / RFP process and / or requirements of proposal as stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.
- 1.6** The Proposal shall be valid for a period of not less than one hundred and eighty (180) days from the Bid Due Date (the "**BDD**"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the Applicants to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Applicants will not be permitted to modify/alter their submitted proposals post submission of bids.

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

2. INSTRUCTIONS TO APPLICANTS

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

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

- 2.10** The Proposal of an Applicant shall be liable for disqualification in the Preparation of documentation of the following:
- a) If the Applicant refuses to accept the correction of errors in its Proposal,
(or)
 - b) at any time, a misrepresentation is made or information sought is not disclosed or suppressed,
(or)
 - c) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal or does not respond to any queries raised by the Authority,
(or)
 - d) If the applicant submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Authority.
 - e) If the Applicant submits multiple proposals for the subject Project.

2.11 QUERIES AND CLARIFICATIONS

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

2.12 AMENDMENT TO RFP

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

2.13 CONFLICT OF INTEREST

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

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

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

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

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

2.14 MODIFICATIONS/ SUBSTITUTION / WITHDRAWAL OF PROPOSALS

2.14.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the BDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the BDD.

2.14.2 Any alteration / modification in the Bid or additional information supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority shall be disregarded.

2.15 REJECTION OF PROPOSALS

2.15.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposals and to annul the RFP Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons. In the preparation of documentation that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder or may take such other steps as it may deem fit in its sole discretion in any manner.

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

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Applicant shall be compulsorily required to get all such "Apostille" Foreign Document(s) approved, certified, and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India.

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

3. DATA SHEET

RFP Details		
S. No	Key Information	Details
1	Project/ Assignment	DETAILED DESIGN AND PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS
2	Authority	Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML)
3	Assignment location	<p>1. Budagatlapalem in Srikakulam District,</p> <p>2. Pudimadaka in Ankapalli District,</p> <p>3. Biyyaputippa in West Godavari District,</p> <p>4. Vodarevu in Bapatla District &</p> <p>5. Kothapatnam in Prakasam District</p>
Proposal Conditions and Evaluation		
4	Eligibility Criteria	<ol style="list-style-type: none"> 1. Bidder must be proprietor/Partnership/Company/NGO/a partnership firm/an LLP/a Consortium registered with Shops & Establishment Act or Companies Act / Registered under Society Act Bidder must have completed / ongoing (Greater than or equal to 50%) One (1) project of similar nature in last 3 years as on the Bid submission date. <ol style="list-style-type: none"> a) The Agency/Consortium Member should have experience in complete design or review of Break Waters/ Quay. b) The Agency/ Consortium Member should have minimum of least one project experience in complete design of Mechanical, Electrical and Plumbing (MEP) for Projects 2. Bidder must not have defaulted with APUIAML, ILFS or GoAP in the last Five (5) Years. 3. Last two years average annual turnover of at least 20% of the assignment value for which Bid is invited (copies of last two years audited financial statement need to be attached) <p>(Or)</p> Last one-year annual turnover or Work Order of at least 20% of the assignment value for which Bid is invited (copy of last one year audited financial statement/Work Order need to be attached) 4. The Bidder should have applicable and valid registrations with statutory authorities, viz Goods & Service Tax, PAN etc. (copies of the same need to be submitted)

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

5	Proposal Evaluation	Financial Proposal of only those Applicants meeting the eligibility criteria (S. No. 4) will be considered and undertaken Financial Evaluation: Price bids of qualified applicants will only be opened. The Financial Bid would be assessed on the basis of the Lowest (L1) quoted for DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS by an Applicant for the Assignment.
6	Criteria for selection of Agency(s) (Proposal Parameter)	Criteria for selection of Agency would be on the basis of evaluation method. If the (L1) bidder failed to accept/perform within stipulated time, (L2) bidder may be considered as per the discretion of the Authority. The default firm will be blacklisted for a period of two years in APUIAML
7	Proposal Validity	The Proposal shall be unconditional, firm and irrevocable and shall be valid for a period of 180 (one hundred and eighty) days from the Bid Due Date (BDD)
8	Proposal Withdrawal	The bid can be withdrawn by APUIAML without any reasons and it is its sole discretion to withdraw at any stage.
Proposal Submissions		
9	Offline Submission	The bidder shall submit its response through bid submission to the RFP as per the details provided in this Document
10	Technical Proposal for Eligibility Qualification	The Technical proposal shall be submitted offline i) Signed RFP Document. ii) Checklist of Submissions ~ Annexure 1. iii) Covering letter ~ Annexure 2 iv) Similar Experience towards eligibility ~ Annexure 3 (All documents including the details of personnel as mentioned in S.No.4 of Data Sheet) v) GST registration certificate and PAN card ~ Annexure 4 vi) Financial Experience towards eligibility ~ Annexure 5 vii) Power of Authority ~ Annexure 6 viii) Firm/ Company Registration Certificate~Annexure-7 (Not required for Proprietary firm) ix) Affidavit of non-blacklisting by any client / authority in India~Annexure 8. x) Power of Attorney and MoU for Consortium ~ Annexure 9 (if required) xi) Any other documents as required in S.No.4 above data sheet.
11	Financial Proposal	The Applicants shall be required to submit their Financial Proposal in the format as provided in this document and should not be part of technical bid.
12	Duration of Assignment	The Assignment shall commence from the date of signing the agreement with selected bidder and shall be valid for the entire agreement period. The providing of services as mentioned in this RFP shall be done without fail from the date of signing of Agreement.

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

4.1 GENERAL

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

4.2 PREPARATION AND SUBMISSION OF PROPOSALS

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

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

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

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

The following documents are to be submitted;

- I. Signed RFP Document
 - II. Checklist of Submissions ~ Annexure 1
 - III. Covering Letter ~ Annexure 2
 - IV. Similar Experience towards eligibility ~ Annexure 3 (All documents including details / certificates of key personnel as mentioned in S.No.4 of Data Sheet)
 - V. GST registration certificate and Pan card ~ Annexure 4
 - VI. Financial Experience towards eligibility ~ Annexure 5
 - VII. Power of Authority ~ Annexure 6
 - VIII. Firm/Company Registration Certificate ~ Annexure 7 (Not required for Proprietary firm)
 - IX. Affidavit of non-blacklisting by any client / authority in India ~ Annexure 8.
 - X. Power of Attorney and MoU for Consortium ~ Annexure 9 (if required)
 - XI. Any other documents as required in S.No.4 of the data sheet.
- d) The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GoAP and/or Authority is not responsible for incomplete bid submission by bidders. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Authority for processing.
- e) Bidders are encouraged to inform themselves fully about the project and the other conditions before submitting the Proposal.
- f) The Authority shall not take any responsibility for any delay or non-receipt
- g) Other conditions as per RFP documents are applicable.
- h) The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- i) The bids shall be made in SEALED ENVELOPE.

4.3 SIGNING OF PROPOSALS

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

4.4 OPENING OF PROPOSALS

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

4.5 OPENING AND EVALUATION OF TECHNICAL PROPOSAL

- a) The Technical Proposals shall be opened on the date as mentioned in the schedule of RFP and shall be evaluated.
- b) Only those proposals meeting the Eligibility Criteria, will be considered for further evaluation.
- c) Applicants not meeting the eligibility criteria will be deemed to be disqualified and will not be

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

considered for further evaluation. No correspondence or representation will be entertained in this regard and the Authority's decision will be final in this regard.

- d) The eligible Proposals will be checked for all the mandatory documents and submissions (Mandatory Annexures and their supporting documents if any) duly signed as per the list provided above and in the prescribed formats. The Authority shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

4.6 FINANCIAL PROPOSAL

- a. The **bidders** shall quote their rate(s) for DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS towards their bid in INR (Rs.). The price shall be applicable for entire agreement period of this assignment. The price shall be inclusive of any other taxes / levies excluding GST, which would be paid as per applicable rates against invoice.
- b. The Financial Proposal will only be opened of those Applicants who have qualified the Eligibility Criteria of technical proposal
- c. The bidder shall be selected based on their Technical and Financial Proposal duly adhering to the guidelines.

4.7 CONDITION ON APPLICANTS / BIDDERS

The following conditions for Joint Venture shall apply:

- I. The bidder needs to submit a joint venture agreement specifying the roles of each party.

4.8 NUMBER OF COPIES OF PROPOSAL

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

4.9 ANNULMENT OF AWARD

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

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

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

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

5. TERMS OF REFERENCE

5.1 BACKGROUND

Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML) is an unlisted Public Company, is a joint venture of the Government of Andhra Pradesh (GoAP) and IL&FS Investment Managers Ltd (“IIML”). APUIAML is involved to assist GoAP in preparing and structuring infrastructure projects in various sectors on commercially viable models, as well as raise financial resources. For more details on APUIAML, can be viewed at www.apurban.com.

Andhra Pradesh Maritime Infrastructure Development Corporation Limited (APMIDCL), Government of Andhra Pradesh (GoAP) envisages to develop Nine (9) Fishing Harbours in two phases in the State of the Andhra Pradesh. In this context, APMIDCL has awarded the Phase-I Fishing Harbour, which are in advance stage and targeted to be inaugurate by January 2023, as well as APMIDCL has awarded the Construction contract of Phase-II Fishing Harbours. As APUIAML is entrusted for Project Management Consultancy (PMC) for Fishing Harbours project previously, so APMIDCL has awarded the Phase II (Design & preparation of GFC Drawings) to APUIAML.

5.2 Solicitation

In this context, APUIAML is required to engage an agency for Design & preparation of GFC Drawings including Architectural, Structural, MEP and other related infrastructure facilities required for Construction of Phase-II Fishing Harbours namely “Budagatlapalem in Srikakulam District, Pudimadaka in Anakapalle District, Biyyaputippa in West Godavari District, Vodarevu in Bapatla District & Kothapatnam in Prakasam District.”

Description	Details
Location	Vijayawada
Project	<p>Development of Phase-II Fishing Harbours namely</p> <ol style="list-style-type: none"> 1. Budagatlapalem in Srikakulam District, 2. Pudimadaka in Ankapalli District, 3. Biyyaputippa in West Godavari District, 4. Vodarevu in Bapatla District & 5. Kothapatnam in Prakasam District
Extent of Bathymetry	<ol style="list-style-type: none"> 1. Budagatlapalem: 310 Ac 2. Pudimadaka: 280 Ac. 3. Kothapatnam: 320 Ac 4. Vodarevu: 320 Ac
Proposed Scope	As per clause 5.3
Deliverables	<p>I. Detailed Designs & Preparation of GFC Drawings with BoQs</p> <ol style="list-style-type: none"> a. Breakwater design & GFC Drawings vetted by IIT along with BoQs b. Quay design & GFC Drawings vetted by IIT along with BoQs c. Onshore Harbour Facilities design & GFC Drawings vetted by IIT

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

Description	Details
	along with BoQs Any additional Engineering services not mentioned in scope of work will be taken on mutual agreed terms and conditions.

5.3 Scope of Work

- a) The APMIDCL/APUIAML will provide available details pertaining to bathymetry, shoreline profile, beach profile, sediment characteristics and borehole data. The Consultants should satisfy themselves with the above data and if necessary, shall conduct fresh survey wherever the data is found to be inadequate for design.
- b) Investigation & conducting the Bathymetric & Topographical surveys, shoreline maps and data compilation for Four Fishing Harbours except Biyyaputhippa
- c) Planning and Design of fishing harbour layout to achieve the tranquillity within the harbour while, keeping in view of the user requirements
- d) Studying the Desk & Wave Flume, Numerical Modelling, Sedimentation Modelling, & Cyclone Modelling in the vicinity of the various proposed structure such as break water
- e) Investigation of shoreline dynamics of the specified coastal stretch due to waves and conducting Modelling Studies and submission of study reports.
- f) Prediction of shoreline in the event of the construction of proposed scheme in the future.
- g) Conduct Model Studies wherever required.
- h) Design of breakwaters, Quays, revetments, and other marine structural elements to be designed under the proposed layout along with Onshore Harbour facilities.
- i) Preparation of 'Good for Construction Drawings' (Architectural and Structural) with all details for various marine structural elements and harbour onshore infrastructure facilities duly vetted by IIT.
- j) Provide Quantities Data Sheet derived from the approved GFC drawings for all the components.
- k) Provide 5 sets of hard copies of the 'Good for Construction Drawings' in A0 size along with executable soft copy.
- l) The tentative list of components, but not limited to them within the scope defined, under various Fishing Harbours will be provided by the APUIAML as Appendix

Time is the essence of this contract, and all efforts shall be made to deliver the services in the prescribed time.

5.4 Deliverables, time lines and payment details

S No	Name of Deliverable	Time line	Payment details
A	Vodarevu Fishing Harbour		
1	Submission of Breakwaters designs & Drawings duly vetted by IIT	D +15 days from the date of issue of work order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

S No	Name of Deliverable	Time line	Payment details
2	Submission of Quay designs & Drawings duly vetted by IIT	D + 30 days from the date of issue of work order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
3	Submission of Onshore Harbour Facilities designs & Drawings duly vetted by IIT	D + 60 days from the date of issue of work order	50% of quoted fee upon submission of GAD layout Drawing to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
B	Budagatlapalem Fishing Harbour		
1	Submission of Breakwaters designs & Drawings duly vetted by IIT	D+30 days from the date of issue of Work Order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
2	Submission of Quay designs & Drawings duly vetted by IIT	D + 45 days from the date of issue of work order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
3	Submission of Onshore Harbour Facilities designs & Drawings duly vetted by IIT	D + 75 days from the date of issue of work order	50% of quoted fee upon submission of GAD layout Drawing to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

S No	Name of Deliverable	Time line	Payment details
C	Pudimadaka Fishing Harbour		
1	Submission of Breakwaters designs & Drawings duly vetted by IIT	D+45 days from the date of issue of Work Order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
2	Submission of Quay designs & Drawings duly vetted by IIT	D + 60 days from the date of issue of work order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
3	Submission of Onshore Harbour Facilities designs & Drawings duly vetted by IIT	D + 90 days from the date of issue of work order	50% of quoted fee upon submission of GAD layout Drawing to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
D	Kothapatnam Fishing Harbour		
1	Submission of Breakwaters designs & Drawings duly vetted by IIT	D+60 days from the date of issue of Work Order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
2	Submission of Quay designs & Drawings duly vetted by IIT	D + 75 days from the date of issue of work order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

S No	Name of Deliverable	Time line	Payment details
3	Submission of Onshore Harbour Facilities designs & Drawings duly vetted by IIT	D + 120 days from the date of issue of work order	50% of quoted fee upon submission of GAD layout Drawing to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
E	Biyyaputippa Fishing Harbour		
1	Submission of Breakwaters designs & Drawings duly vetted by IIT	D+75 days from the date of issue of Work Order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
2	Submission of Quay designs & Drawings duly vetted by IIT	D +90 days from the date of issue of work order	50% of quoted fee upon submission of Bathymetry data to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted
3	Submission of Onshore Harbour Facilities designs & Drawings duly vetted by IIT	D +120 days from the date of issue of work order	50% of quoted fee upon submission of GAD layout Drawing to APUIAML 50% of quoted fee upon submission of all Designs, Drawings, Reports related component. The payment will be done on prorata basis based on reports submitted

***D - Date of issue of Work Order**

5.5 TERMS OF PAYMENT

- i. The fee to be quoted for the project shall be in terms of INR by the selected bidder and the same shall be payable upon satisfactory performance of the given scope of work and accepted by APUIAML.
- ii. The payment towards the services shall be done upon receipt of payment from the client within 45 days from the date of issue of invoice by the agency whichever is later as per the T&C of this RFP after the approval of Authority.

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

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- iii. No advance payment of any kind shall be entertained. No extra payment would be paid by APUIAML other than the fee to be quoted in the bid.
 - iv. The payment will be made by APUIAML. The Authority shall not pay any interest for the delay of payments if any.
 - v. The decision of Authority (as specified in this Document) or any officer duly authorized by the Authority shall be final & binding with regard to any payment.
 - vi. The Authority reserves the right to hold the payment if the services / goods is not provided / supplied within the time specified in the work order / indent / agreement or if the supplied services is not as per specifications or satisfactory.
 - vii. Final payment shall be paid as per above 5.4 clause of this Document

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

6. FORMATS FOR SUBMISSION OF PROPOSAL (ANNEXURES)

Annexure 1

CHECKLIST OF SUBMISSIONS

S.No.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Remarks
1.	Signed RFP Document		
2.	Covering Letter (Annexure 2)		
3.	Similar Experience towards eligibility ~ Annexure (All documents including details / certificates of key personnel as mentioned in S.No.5 of Data Sheet).		
4.	GST registration certificate and Pan card (Annexure 4)		
5.	Financial Experience towards eligibility (Annexure5)		
6.	Power of Authority (Annexure 6)		
7.	Firm/Company Registration Certificate ~ Annexure 7 (Notrequired forProprietary firm)		
8.	Affidavit of non-blacklisting by any client /authority in India(Annexure 8)		
9.	Power of Attorney and MoU for Consortium ~Annexure 9 (ifrequired)		
10.	Any other documents as required & mentioned inS.No. 4 of the data sheet		

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

Annexure 2

Format for

COVERING LETTER (LETTER OF PROPOSAL)

(On Applicant's Letter Head)

Date: _____.

To,
The CEO,
APUIAML
4th Floor, NTR Administrative Block
Vijayawada – 520 013 (Andhra Pradesh)

Sub:- Selection of Individual/Agency/Company for DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS.

With reference to your RFP Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Selection of Agency/Company for DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**. (the "Agency(s)"). The proposal is unconditional and unqualified.

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

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

- I / We shall make available to the Authority for any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- I / We acknowledge the right of Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any ground or for any reason whatsoever.
- I / We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- I/We declare that:
 - a) We have examined and have no reservations to the RFP Document, including any Addendum / Corrigendum issued by Authority.
 - b) I / We do not have any conflict of interest as mentioned in the RFP Document.
 - c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in respect of request for proposal issued by or any agreement entered into with Authority or any other public sector enterprise or any government, Central or State; and

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

Yours faithfully,

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

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

Annexure 3

(to be printed on letterhead of Bidder)

Format for

APPLICANT'S EXPERIENCE

Details of Project(s) executed

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

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

Signature : _____

Name : _____

Designation : _____

Company : _____

Date : _____

Notes: : _____

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

Annexure 4

Enclosed copy of

GST registration certificate and Pan card

(Signature of the Key Expert /Authorized Signatory)Place.

.....

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

ANNEXURE 5

(to be printed on letterhead of Bidder)

In support of Eligibility Criteria

Format for

FINANCIAL SUMMARY DATA

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

Description	Yr 01	Yr 02	Yr 03
Turnover			
Total			

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

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports.
2. The annual Turnover data should be certified by a practicing Chartered Accountant.

COMPANY
SEAL

SIGNATURE : _____
NAME : _____
DESIGNATION : _____
COMPANY : _____
DATE : _____

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

ANNEXURE 6

Format for

POWER OF AUTHORITY TO BID-SIGNATORY

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

Know all men by these presents, we, a company / firm registered under and having its Registered Office at hereby constitute, nominate, appoint and authorize and presently residing at as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS including but not limited to signing and submission of all applications, proposals and other documents and writings, providing information/responses to APUIAML, (the "Authority"), representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal 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 still the entering into of the Agreement with the Authority.

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

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

For
(Signature, name, Designation and Address)

Witnesses :

- 1.
- 2.

Accepted

For
(Signature, name, Designation and Address)

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

Notes:

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

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

For a Power of Attorney executed and issued overseas, the documents will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 and other applicable provisions are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

ANNEXURE 7

*Please Provide
here*

FIRM/COMPANY REGISTRATION CERTIFICATE

(Not required from Proprietary firm)

SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS

ANNEXURE 8

**(On a Non-Judicial Stamp Paper of Rs. 10 duly attested by notary public) Format for
AFFIDAVIT OF NON-BLACKLISTING BY ANY CLIENT / AUTHORITY IN INDIA**

To,
C.E.O
A.P.U.I.A.M.L.
VIJAYAWADA.

Dear Sir,

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

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

Having fully understood the RFP conditions and the above undertaking in this letter, we sign this
.....Day ofat

Yours faithfully,

Sign & Official Seal

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

ANNEXURE 9

Format for

POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR CONSORTIUM

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

Power of Attorney

Dated this _____ day of _____, 2022

Know all persons by these present that We, (hereinafter collectively referred to “the consortium / joint venture”) hereby appoint and authorize as our attorney.

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

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

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

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

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

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

In witness hereof we have signed this deed on this day of 2022.

[Signature]

For and on behalf of

[Company]

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

Memorandum of Understanding

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

Know all men by these present that we, and (herein after collectively referred to “the consortium”) for execution of Proposal. Whereas the APUIAML has invited RFP from the interested parties for the **Selection of Agency/Company for DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS.**

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

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

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

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

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

In witness hereof we have signed this deed on this ____ day of _____ [Signature]

By the with named through its duly constituted attorneys in the presence of _____ [Signature]

By the with named through its duly constituted attorneys in the presence of _____ [Signature]

Notes:

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

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

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

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

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

Annexure – 10
FINANCIAL BID FORM
(to be printed on letterhead of Bidder)

To,
C.E.O
A.P.U.I.A.M.L.
VIJAYAWADA.

Respected Sir,

- 1) I/Wesubmit the Financial Bid for DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS.

Rates quoted

EACH FISHING HARBOUR BREAK-UP		
Sl. No	Description	Quoted Fee in Rs.
A	Budagatlapalem Fishing Harbour	Total In Figures Rs.
		Total In Words Rs.
a	Submission of Breakwater designs	In Figures Rs.
		In Words Rs.
b	Submission of Quay designs	In Figures Rs.
		In Words Rs.
c	Submission of Onshore Facilities designs	In Figures Rs.
		In Words Rs.
B	Pudimadaka Fishing Harbour	Total In Figures Rs.
		Total In Words Rs.
a	Submission of Breakwater designs	In Figures Rs.
		In Words Rs.
b	Submission of Quay designs	In Figures Rs.
		In Words Rs.
c	Submission of Onshore Facilities designs	In Figures Rs.
		In Words Rs.
C	Biyyaputippa Fishing Harbour	Total In Figures Rs.
		Total In Words Rs.
a	Submission of Breakwater designs	In Figures Rs.
		In Words Rs.
b	Submission of Quay designs	In Figures Rs.
		In Words Rs.

**SELECTION OF AGENCY FOR DETAILED DESIGN & PREPARATION
OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS**

EACH FISHING HARBOUR BREAK-UP		
Sl. No	Description	Quoted Fee in Rs.
c	Submission of Onshore Facilities designs	In Figures Rs.
		In Words Rs.
D	Vodarevu Fishing Harbour	Total In Figures Rs.
		Total In Words Rs.
a	Submission of Breakwater designs	In Figures Rs.
		In Words Rs.
b	Submission of Quay designs	In Figures Rs.
		In Words Rs.
c	Submission of Onshore Facilities designs	In Figures Rs.
		In Words Rs.
E	Kothapatnam Fishing Harbour	Total In Figures Rs.
		Total In Words Rs.
a	Submission of Breakwater designs	In Figures Rs.
		In Words Rs.
b	Submission of Quay designs	In Figures Rs.
		In Words Rs.
c	Submission of Onshore Facilities designs	In Figures Rs.
		In Words Rs.

- 2) I/We agree to provide services for DETAILED DESIGN & PREPARATION OF GFC DRAWINGS FOR PHASE-II FISHING HARBOURS as per the scope and specifications given in this document. Failing which, the Authority reserves the right to initiate appropriate action.
- 3) I/We confirm that the rates quoted here has not exceeded the prevailing market rates/ whole sale prices or lowest quote of providing similar services/works to any other department or organization anywhere in the country. If such quoting higher rates come to the notice at any time, during the Contract period, the Authority reserves the right to initiate appropriate action.

DATE:

PLACE:

SIGNATURE OF THE BIDDER WITH OFFICE SEAL