

TERMS OF REFERENCE FOR EMPANELMENT OF
ARCHITECTURAL & MASTER PLANNING CONSULTANTS
FOR THE PROJECT “DEVELOPMENT OF VARIOUS TOURISM
PROJECTS IN ANDHRA PRADESH” FOR APUIAML

July, 2022

ANDHRA PRADESH URBAN INFRASTRUCTURE ASSET MANAGEMENT LIMITED, VIJAYAWADA

Terms of Reference (TOR) for
Empanelment of Architectural & Master Planning Consultants for Development
of Various Tourism Projects in Andhra Pradesh

I. Introduction

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

APUIAML has providing End-to-End Transaction Advisory (TA) Services to Andhra Pradesh Tourism Development Corporation (APTDC) for conceptualization and development of various tourism projects in the State of Andhra Pradesh. The provision of various services under assignment is **Part-A** - Provision of Architectural & Transaction Advisory Services for PPP Projects, **Part-B** - Provision of PMC Services (Based on acceptance of Selected Developer, Authority & APUIAML), **Part-C** - Provision of End-to-End Transaction Advisory Services for EPC Projects taken up by APTDC including New Projects & Up-gradation works and **Part-D**-Provision of Technical Advisory (TA) Services for preparation of Integrated Development Plan(s)/Master Plan(s) and the scope of work under assignment is contained in Annexure-II.

In this regard, APUIAML hiring reputed agencies, Professionals, Consulting organizations to perform various services to be provided under the assignment on back-to-back payment mechanism from our client

II. Duration of the Assignment:

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

III. Scope of Work

PART – A: Provision of Architectural & Transaction Advisory Services for PPP Projects

- Preparation of Detailed Concept and Presentation for the same for the approval of APTDC / GoAP.
- Upon approval of each Concept as proposed by APUIAML by APTDC / GoAP, APUIAML shall prepare Feasibility reports for the development of such approved projects. The report shall include the various developmental aspects w.r.t site surveys, Market analysis, Demand assessment, financial modelling and structure of the project under PPP model etc.

- Upon successful submission of Feasibility reports and approval of the same by APTDC/GoAP, APUIAML shall prepare the RFP and shall be responsible for the Bid Process Management which includes Bid Marketing and successful selection of the Developer under PPP model.
- Assist APTDC in Marketing & Branding of the same using Electronic, Print and social media. Conduct conferences, seminars, and workshops for the same.

Preparation of Feasibility reports shall Include:

- a. Finalized Conceptual design(s), 3D views in consultation with APTDC.
- b. En-mark all Applicable Permits to be obtained by the Selected Bidder / APTDC in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations for the development & implementation of project.
- c. Develop a Safety Program for the purpose of this License / Lease and the users thereof and the personnel to be engaged in the provision of any services including correction of safety violations and deficiencies, defining capacities and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice.
- d. Establishment of design parameters as per relevant codes, carrying out all requisite engineering surveys & investigations, engineering designs, drawings, technical specifications, bill of quantities etc., to arrive at executable and implementable parameters.
- e. APUIAML shall coordinate with stake holders for clearances / approvals / certifications, required to be obtained by APTDC / Selected Developer & any other sanctions wrt project(s) development along with Selected Bidder.
- f. Undertake detailed financial assessment / financial model and business planning based on the estimated project cost of the finalized conceptual plan.
- g. Develop Financial Model to capture various scenarios for the cost and revenue streams, to ascertain the financial viability of the projects identified based on the best use option studies.
 - Based upon the inputs from the above analysis, alternate financial structures for the project will be framed which proposes a financially viable model of the project so as to attract Private Sector Participation in development of projects.
 - Undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.
- h. Propose at least three alternative project structuring options in accordance with the above covering options analysis, risk analysis, review of implementation options. The recommendations shall include:

- Project structure with lease tenure, payment terms, contractual obligations, etc.
- Minimum Development Obligations (MDOs)
- Roles of stakeholders ~ Developer, APTDC, Government, etc.
- Implementation plan and framework

Preparation of Bid Documents & Bid Process Management Includes:

- a. Preparation of RFP/ Bid document (including draft concession agreement-CA) based on the finalized project structure for developing the project on PPP mode.
- b. Develop financial, technical and qualification criteria for project for short-listing and selecting the developers and assisting APTDC for Judicial preview of the respective RFP(s).
- c. Bid Marketing (project marketing for wider response including identification & coordinating site visits for the prospective bidders)
- d. Conduct of pre-bid meeting(s), evaluation of bids and Contract Management.

PART – B: Provision of PMC Services (Based on acceptance of Selected Developer, Authority & APUIAML):

It is also proposed that Project Management Consultancy (PMC) Services shall be provided by the APUIAML for the respective grounded project based on requirement of Authority.

Assisting APTDC in project management and construction supervision – acting as The Independent Engineer / Project Management Consultant in terms of contract from signing of contract to completion of the Project execution including inter alia:

- i) Developing and maintaining a project management plan and schedule.
- ii) Vetting designs and drawings for construction.
- iii) Checking of survey and setting out on ground.
- iv) Measurement and certification of works and payments.
- v) Quality assurance management.
- vi) Certification of completion of works.

*If in case APTDC wants assistance from APUIAML in selecting an independent engineer/PMC for all or any of the project(s) depending upon the requirement, APUIAML will not be charging any fees as it is covered under Transaction Advisory Services.

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

- a) Assistance in Project Identification / Feasibility Assessment Activity.
 - Review of existing documents / plans relevant to the proposed project development.

- Carrying out a detailed assessment of the project in terms of its economy, demography, institutional development, site / project condition, services, and finances, etc. to establish the proposed project and gaps in terms of the various development parameters through extensive analysis and stakeholder consultations.

b) Assistance in Project Development Activity.

- Finalizing and agreeing upon the Project scope in terms of geographical coverage, components etc., for development in consultation with APTDC as per the requirement.
- Preparation of a Detailed Project Report (DPR) including inter alia population projections, establishment of design parameters, as per relevant codes, carrying out all requisite engineering surveys & investigations, architectural & engineering designs, drawings, environmental and social assessments, technical specifications, bill of quantities, costing, etc. The DPR shall also contain detailed financial and revenue models for the Project, evaluating alternate project and financing structures to arrive at an optimal implementation structure. The final DPR will cover all technical, institutional, and commercial aspects of the Project.

c) Project Implementation Management Activity.

- Assisting APTDC in Bid Process Management, including publishing NIT, conducting pre-bid meetings, providing pre-bid clarifications, receipt of bids, bid evaluation and recommendation of successful bidder.
- Assisting APTDC in project management and construction supervision – acting as The Engineer in terms of contract from signing of contract to completion of the Project execution including inter alia:
 - i) Developing and maintaining a project management plan and schedule.
 - ii) Vetting designs and drawings for construction.
 - iii) Checking of survey and setting out on ground.
 - iv) Measurement and certification of works and payments.
 - v) Quality assurance management.
 - vi) Certification of completion of works.

PART – D: Provision of Technical Advisory (TA) Services for preparation of Integrated Development Plan(s) / Master Plan(s).

The Scope of Services of the APUIAML shall include a detailed study of the existing situation in terms of existing site condition as a whole and specifically in the Project Area based on review of documents, reconnaissance and discussions with officials of APTDC & other stake holders.

Where the Services shall broadly include:

- Conceptual Master plan for the entire project area as en-marked by APTDC
- Detailed Master Plan for contiguous land extent of as en-marked and approved by APTDC.
- Planning and design of basic infrastructure for the said project area and tourism components including feasibility studies and block cost estimates for all project components.

The scope of services includes detailed surveys by using modern techniques, preparation of specification and costing based on applicable Schedule of Rates and rate analysis as applicable, preparation of Area & Integrated Master Plan and excludes preparation of EIA Report.

The services will be completed in following stages:

Stage – 1: Conceptual Master Planning and Basic Infrastructure Planning

- Reconnaissance survey
- Field Surveys and Investigations
- Site Base Map
- Infrastructure & Tourism related Gap Assessment
- External Linkage Options (road, water, power etc.) in coordination with Client, concerned line departments and stakeholders
- Land Use Zoning Plan
- Preparation of Comprehensive Base Map
- Preparation Conceptual Site Master Plan for the entire project area with identified External Linkages
- Preparation of plan and estimation of Preliminary Project Cost (Block)

Stage – 2: Preparation of Detailed Master Plan for various tourism projects and components

- The objective of this Stage is: (i) to prepare the Detailed Site Master Plan and the Detailed Infrastructure & project components Designs and block Cost Estimates to enable the APTDC to proceed with physical development of the Site w.r.t project implementation; (ii) to provide necessary details that will enable the APTDC to bid out various project development components/packages; (iii) to provide necessary drawings / details to enable the APTDC to commence the development / implementation process.

Stage – 3: Detailed Cost Estimates & Technical Specifications / MDOs (Dynamic as per Part C)

IV. Fee & Payment Milestone:

The payment schedule for Fee payable to Architectural Consultants by Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML) for providing its Services shall be as mentioned below:

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

The professional fee in terms of INR equivalent to % quoted on the landed project cost (of each / respective project) plus GST shall be paid to consultant upon successful grounding of the respective project. The proposed fee in terms of INR shall be based on the landed project cost of the respective project for provision of services under Part-A and the same shall be paid from the Success Fee as mentioned below.

Table 1: Milestone Payment

#	Payment Milestone	Milestone Fee Payable as % on Quoted Fee under PART A
1	Upon Issuance of Work Order / Agreement to the Selected PPP / O&M Developer for the respective project by APTDC	50%
2	Upon grounding of project works / ground-breaking ceremony	25%
3	Upon satisfactory delivery & support of services till completion of construction of Project (PPP) and till COD (O&M)	25%

Note:

The above fee is applicable for each of the approved project as grounded by the selected bidder.

For the avoidance of doubt, it is to be noted that each project (further on similar basis) shall be considered as individual project.

The Landed Project Cost shall mean the technically sanctioned cost by the competent authority of GoAP.

Part B: Provision of PMC Services:

The Project Management Consultancy (PMC) Services shall be provided by the Consultant for the respective grounded project based on requirement of Authority. The Professional Fee equivalent to % quoted on the landed project cost plus GST shall be paid to Consultant on Pro Rata basis as per the financial Progress of work and the same shall be paid from the Project Development Fee (PDF).

APUIAML may or may not choose to engage the services of consultant with respect to Part B as mentioned above for all or any of the project(s) depending upon the requirement.

*If in case APUIAML wants assistance from consultant in selecting an independent engineer/PMC for all or any of the project(s) depending upon the requirement, Consultant will not be charging any fees as it is covered under Transaction Advisory Services.

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

End to End TA Services for EPC projects (including New Projects & Up-gradation works) shall be provided by the Consultant for the respective project based on requirement of Authority. The Professional Fee equivalent to % quoted on the landed project cost plus GST shall be paid to consultant.

APUIAML may or may not choose to engage the services of consultant with respect to Part C as mentioned above for all or any of the project(s) depending upon the requirement.

Table 2: Milestone Payment

#	Payment Milestone	Milestone Fee Payable as % on Quoted Fee under PART C
1	Submission of Draft DPR including designs	20%
2	Submission of Final DPR including Financial Feasibility, Structuring & Modified Designs	40%
3	Pro Rata with financial Progress of work (PMC)	40%

Note:

- The above fee is applicable for each of the approved project as communicated to Consultant by APUIAML.
- For the avoidance of doubt, it is to be noted that each project shall be considered as individual project.
- The Landed Project Cost shall mean the technically sanctioned cost by the competent authority of GoAP.
- Till the landed project cost is finalized/ approved, the Fees, in the interim shall be paid based on the preliminary estimated landed project cost. Once the Landed Project Cost is finalized / approved the Fee payable to APUIAML will be adjusted accordingly based on such finalized / approved Landed Project Cost.

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

Technical Advisory (TA) Services for preparation of Integrated Development Plan(s) / Master Plan(s) shall be provided by the Consultant for the respective project based on requirement of Authority. It is proposed that a Professional Fee in INR (Project size & Fee payable as mentioned in Table-3) on milestone basis shall be paid to consultant.

Table 3: Project size & Fee Payable

#	Project size	Fee Payable (Lump sum) in INR
1	Upto 5 Acres	Lumpsum Quoted
2	5 Acres to 10 Acres	Lumpsum Quoted
3	10 Acres to 20 Acres	Lumpsum Quoted
4	20 Acres to 100 Acres	Lumpsum Quoted
5	100 Acres and above	Lumpsum Quoted

APUIAML may or may not choose to engage the services of consultant with respect to Part D as mentioned above for all or any of the project(s) depending upon the requirement.

Table 4: Milestone Payment

#	Payment Milestone	Milestone Fee Payable as % on Quoted Fee under PART D
1	Submission of Conceptual Master Plan	20%
2	Approval of Draft Detailed Master Plan including Infrastructure Plan Report	30%
3	Submission of Final Master Plan and Infrastructure Plan Report	20%
4	Approval of Final Master Plan including Basic infrastructure planning, Project Components & zoning and designs, block Cost estimates & technical specifications / MDOs	30%

V. General terms & conditions:

1. Consultant shall quote the price in percentage (%) to the total landed project cost as per the format provided in Annexure – I.
2. The Agency/Consultants should provide detailed profile of the Agency, consultants and experts available and their profiles/CVs to be attached along with the Work Orders from inception of the consultancy/Agency.
3. Consultant may for quote the % of the landed project cost for Parts A, B & C and Lumpsum for Part-D as mentioned above in a single sealed cover.
4. The bidders shall submit the detailed profile & experience (including the projects details they have worked on) so as to assign the works based on the scope accordingly. The projects shall be allotted as per the experience of the agency(s) by APUIAML. The quote shall be applicable for multiple projects (individually) upon allocation of the same.
5. The last date for submission of price quote through physical submission or through courier as per the prescribed format is 25.07.2020 by 17:00 HRS to the APUIAML office address as mentioned below.

Domain Head – Food & Economic Development

Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML)

4th Floor, NTR Administrative Block, Pandit Nehru Bus Stand,

Vijayawada – 520013.

6. The financial quotes shall be opened in the presence of bidders in the date which shall be communicated in due course of time.
7. The L1 bidder will be selected who shall quote less percentage or cost.
8. All payments made to consultants / agencies will be made on back-to-back basis subject to realization of payments by APUIAML from the Client.

9. All works completed, data collected etc shall be the property of APUIAML and shall be handed over. The same data shall remain confidential and shall be used elsewhere only with our consent.
10. The required staffing for the project such as urban planner, urban design expert, architect, engineering team etc. shall be made available on demand basis to our office meetings regularly and also for our client meetings if desired by APUIAML.
11. Only upon duly satisfaction and approval of APUIAML at each milestone deliverable submitted by the selected consultant, the work for the next milestone shall commence and payment shall be made accordingly.
12. For issuing the work order to the selected consultant, APUIAML may negotiate for the revised price quote based on the submitted financial quote.
13. APUIAML at any time may cancel the project or components / add similar project components of the mentioned package as per the instructions of client or due to any other externalities, in that case, such projects shall be cancelled / added from the scope of work of the consultant and payment shall be made to the work carried out only till due date.
14. The final reports, drawings, plans and any other documents developed or prepared under the assignment should submit to APUIAML with originals along with source files
15. All the deliverables, reports submitted by the agency, consultants accepted subjected to approval from our client. Up on approval of deliverables, reports as mentioned in the scope of work, the payment shall be processed.
16. APUIAML shall have sole rights to terminate the assignment without giving any prior notice to the selected consultant/Agency.
17. APUIAML will have full ownership, intellectual property and usage rights of all the deliverables, products produced, reports prepared, drawings as well as of the associated analysis and datasheets.
18. APUIAML reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.
19. APUIAML reserves the right to accept/reject any or all the proposal(s) without assigning any reason. Any further information can be obtained at the address above during office hours i.e., 1000 to 1700 hours.
20. Further, the agency, consultant shall agree to the confidentiality & provide NDA to APUIAL

FORMAT FOR FINANCIAL PROPOSAL

[On the Letter head of the Firm]

Date:

To

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

Sub: FINANCIAL PROPOSAL FOR EMPANELMENT OF ARCHITECTURAL & MASTER PLANNING CONSULTANTS

Sir:

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

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

Part	Item	Maximum % Fee on Project landed Cost	Total Fee quoted	
			% / Lumpsum on Project landed Cost	% / Lumpsum in Words on Project landed Cost
Part A	Architectural & Transaction Advisory Services for PPP Projects	1.25%		
Part B	PMC Services	0.75%		
Part C	End-to-End Transaction Advisory Services for EPC Projects taken up by APTDC	2%		
Part D	Technical Advisory (TA) Services for preparation of Integrated Development Plan(s) / Master Plan(s):	Lumpsum		
	Upto 5 Acres	Rs. 375000		
	5 Acres to 10 Acres	Rs. 550000		
	10 Acres to 20 Acres	Rs. 925000		
	20 Acres to 100 Acres	Rs. 20,00,000		
	100 Acres and above	Rs.20,00,000 or Rs. 3500/Acre whichever is higher		

Note: Strike out which was not participated.

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

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

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

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

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

The scope of services to be provided by APUIAML to APTDC under the assignment are:

I. PART – A: Provision of Architectural & Transaction Advisory Services for PPP Projects

- Preparation of Detailed Concept and Presentation for the same for the approval of APTDC, GoAP.
- Upon approval of each Concept, APUIAML shall prepare Feasibility reports. The report shall include the various developmental aspects w.r.t site surveys, Market analysis, Demand assessment, financial modelling and structure of the project under PPP model etc.
- Upon successful submission of Feasibility reports and approval of the same by APTDC / GoAP, APUIAML shall prepare the RFP and shall be responsible for the Bid Process Management which includes Bid Marketing and successful selection of the Developer under PPP model.
- Assist APTDC in Marketing & Branding of the same using Electronic, Print and social media. Conduct conferences, seminars, and workshops for the same.
- The Detailed Scope of Work is mentioned in Work Order (Attached)

II. PART – B: Provision of PMC Services (Based on acceptance of Selected Developer, Authority & APUIAML):

The Project Management Consultancy (PMC) Services shall be provided by the APUIAML for the respective grounded project based on requirement of Authority.

APUIAML will assist APTDC in project management and construction supervision (Acting as The Independent Engineer / Project Management Consultant) in terms of contract from signing of contract to completion of the Project execution including inter alia:

- vii) Developing and maintaining a project management plan and schedule.
- viii) Vetting designs and drawings for construction.
- ix) Checking of survey and setting out on ground.
- x) Measurement and certification of works and payments.
- xi) Quality assurance management.
- xii) Certification of completion of works.

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III. PART – C: Provision of End-to-End Transaction Advisory Services for EPC Projects taken up by APTDC including New Projects & Up-gradation works

- d) Assistance in Project Identification / Feasibility Assessment Activity.
 - Review of existing documents / plans relevant to the proposed project development.

- Carrying out a detailed assessment of project in terms of its economy, demography, institutional development, site condition, services, finances, etc. to establish the proposed project and gaps in terms of various development parameters through extensive analysis & stakeholder consultations.

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APUIAML shall include a detailed study of the existing situation in terms of existing site condition as a whole and specifically in the Project Area based on review of documents, reconnaissance and discussions with officials of APTDC & other stake holders. Where the Services shall broadly include:

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- Planning and design of basic infrastructure for the said project area and tourism components including feasibility studies and block cost estimates for all project components.

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- External Linkage Options (road, water, power etc.) in coordination with Client, concerned line departments and stakeholders
- Land Use Zoning Plan
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Stage – 3: Detailed Cost Estimates & Technical Specifications /MDOs (Dynamic as per Part C)