



TOR No. APUIAML/PFS/Ramayapatnam Fund Raising/2020-2021/01 dated 15-12-2021

## Terms of Reference (TOR)

**Selection of consultant for provision of financial services for 'Fund raising and mobilization of funds for Rs. 2,079 Cr through various debt instruments viz. Term loan, Bonds (Domestic and International) for construction of greenfield Ramayapatnam Port'**

## **I. Background**

APUIAML is JV company of Government of Andhra Pradesh (GoAP) and is an end-to-end service provider for Development & Implementation of various infrastructure projects and also provides financial advisory and consultancy services to various AP State Government related entities. Andhra Pradesh Maritime Board (APMB) has approached APUIAML to undertake the various tasks to the fund raising and mobilization of funds through various debt instruments viz Term loan, Bonds (Domestic and International) and various other domestic and international debt instruments according to the guidelines / regulations of the regulatory bodies with applicable laws and regulations and to manage all activities till the time such funds are mobilized over a period of time for the development of greenfield Ramayapatnam Port.

## **II. Solicitation**

In this context, APUIAML intends to engage a financial consultant for providing the following scope of services:

1. Preliminary interaction with Banks and Financial Institutions
2. Preparation of Project information Memorandum, financial model, bankable reports and presentations
3. Advisory related to fund raising through various debt instruments according to the guidelines/Regulations of regulatory bodies and applicable laws and regulations
4. Risk matrix covering the project specific risks and mitigation strategies
5. Assist in appointment of credit rating agencies, if required and co-ordination with them
6. Advisory on security mechanisms to provide requisite comfort to lenders. These could be from GoAP/APMB/APUIAML
7. Assistance in obtaining, filing and submitting the application forms to the Banks/FIs along with ancillary reports
8. Co-ordination with APUIAML for due diligence to be carried out by the lenders in respect of fund raising
9. Obtaining final sanction
10. Co-ordination till signing of loan agreements



In this regard, proposals are solicited from eligible expert consultants for the above scope of work.

### III. Eligibility Criteria

1. The consultant should be a Proprietary firm, a private entity, a company, a partnership firm, an LLP or a body corporate
2. The consultant should have experienced & qualified professionals (2 members) with related to fund raising and debt syndication services.

### IV. Fees

The total professional fee payable by APUIAML towards execution of subject assignment shall be the fixed amount excluding taxes. The fees will be paid upon receipt of the final sanction of loan for Rs. 2,079 Cr as per the payment milestones mentioned in Clause V.

### V. Payment Milestones

The total professional fee payable by APUIAML is based on the following milestones.

<b>Particulars</b>	<b>Amount Rs.</b>
Obtaining final sanction of Rs. 2079 Cr from the lender or consortium of lenders.	80% of the professional fees
Finalization of loan signing documents	20% of the professional fees

### VI. Instructions to Agencies

- a) The payment to the selected consultant shall be made after satisfactory approval from the client.
- b) The financial quote should be exclusive of applicable taxes.
- c) The last date for submission of proposal is **23.12.2021 by 12:30 HRS.**  
The submission mode is hard copy mode. The proposal shall comprise of CV's of professionals as per Class III above of sub clause 2. The submission has to be made in sealed cover at the following address.

Division Head – Project Finance and Structuring  
Andhra Pradesh Urban Infrastructure Asset Management Limited



(APUIAML),

4th Floor, NTR Administrative Block, PNBS,

Vijayawada - 520013

- d) The proposals will be opened on opened on **24.12.2021 by 10.00 HRS.**
- e) For further clarifications, the agencies may contact Mr. Sankar Reddy M,  
Mobile No: 9966554445 or email: sankar.modugula@apurban.in
- f) This document is also available on the website – [www.apurban.com](http://www.apurban.com)



## **General Conditions for TOR**

### **I. Deduction**

All payments to the consultant under the terms of engagement are subject to tax deduction at source under the Income Tax Act and any other enactment that may be in force from time to time. The client will also be entitled to deduct from the payment due to any dues payable by the consultant to the client. The client shall provide to you within the prescribed time limit the appropriate tax deduction certificate evidencing payment of such taxes.

### **II. Execution of the Assignment**

The consultant shall keep the client informed about the progress of work

### **III. Ownership of Copyright**

Any deliverable prepared as part of this assignment shall be the intellectual property of APUIAMBL. The drawings, specifications, documents and reports, survey formats, filled data sheets etc. prepared as instruments of service shall be the property of APUIAMBL whether the project, for which they are made, is executed or not. APUIAMBL shall retain copies of the consultant's drawings, specifications and other documents for information and use in connection with the projects.

### **IV. Arbitration**

All disputes or difference which may arise between APUIAMBL and the consultant with regard to the meaning or interpretation or things done in pursuance of executed workorder, such disputes and difference shall be resolved mutually and if required and called for the same shall be referred for arbitration, which shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996. Any dispute submitted to arbitration shall be considered by a mutually acceptable sole arbitrator. In case the Parties are unable to agree & decide on a sole arbitrator, then the dispute shall be considered by three arbitrators one to be appointed by APUIAMBL and one to be appointed by consultant and the third arbitrator to be appointed



jointly by the arbitrators of the client and the consultant. Each Party shall bear their respective cost to be incurred on the arbitration proceedings. The decision and award of the arbitrator shall be final and binding on the consultant and the client. Place of arbitration shall be Vijayawada, Andhra Pradesh

#### **V. Indemnity**

In case of any dispute, controversy, litigation, public agitation etc. connected with the with the services rendered/ being rendered by consultant or arising out of any matter connected with or incidental to the services provided/ or being provided by consultant or for any other reason, the consultant shall indemnify and keep indemnified and hold APUIAML, its employees, authorized representatives, agents harmless from and against all costs, claims, damages, proceedings, liability, including fees paid to legal counsels etc. in this behalf.

#### **VI. Confidentiality**

The consultant shall not disclose to anyone either during carrying out the services or within two years after completion of this assignment, any confidential or proprietary information relating to the Projector the APUIAML's business affairs or operations without the prior written consent of APUIAML.

#### **VII. General**

APUIAML may make such rules and/ or lay out such procedures as may be deemed necessary for the implementation/ administration of the terms and conditions of your employment as stated in this work order with due intimation to you and the same will be binding on you.



**Annexure -1**

**FORMAT FOR FINANCIAL PROPOSAL**

[On the Letter head of the Firm]

Date:

To  
The CEO,  
Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML),  
4thFloor, NTR Administrative Block, Pandit Nehru Bus Station,  
Vijayawada-520013, Andhra Pradesh

**Sub: Financial Proposal for providing professional services towards fund raising and debt syndication services- reg**

Sir:

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

Professional Fees to be received from APUIAML is Rs. \_\_\_\_\_.

Yours faithfully,

(Signature of Authorized Signatory)

(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

**NOTE:**

- a) The professional fee 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.

- b) 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.
- c) 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.
- d) The quotes provided shall be exclusive of applicable taxes

The quotes should be submitted on agencies' letterhead along with cover letter duly signed by the competent authority and shall have the contact address and date.