

4546285/2021/TECH1-INCAP

INCAP- RFP for Preparation of DPR and Assistance in Approvals for Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh for Commercial Operations of Passengers and Cargo Aircraft.



Infrastructure Corporation of Andhra Pradesh Limited (INCAP)

REQUEST FOR PROPOSAL (RFP)

For

**Preparation of DPR and Assistance in Approvals for
Development of Greenfield Airport at Dagadarthi
(District. Nellore), Andhra Pradesh for Commercial
Operations of Passengers and Cargo Aircraft.**

(MAY 2021)

(PROPOSAL DUE DATE: 24-05-2021)

(This RFP document is meant for exclusive purpose of submitting the proposals and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

Vice Chairman and Managing Director,

Infrastructure Corporation of Andhra Pradesh Limited (INCAP)

**#RC. No. 254/2, 4th Floor, AVSR Bhavan, Near My Mart, Chalasani Nagar, Penamaluru
Mandal, Kanuru, Vijayawada – 520007, India**

Email: incapap@incap.co.in, Web: www.incap.co.in

Disclaimer

DISCLAIMER

1. The information contained in this Request for Proposal document ("**RFP Document**") or subsequently provided to Applicants (Bidders/ Applicants), whether verbally or in documentary or any other form by or on behalf of **Infrastructure Corporation of Andhra Pradesh (INCAP)** (herein after referred to as "**Client**") or any of its employees/officers/ representatives, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Consultancy / assignment proposed to be awarded pursuant to this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Client and its employees/ consultants/ representatives /officials to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants may be on a wide range of matters some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Client and its employees/ officers/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process / Tender Process (hereinafter defined).
6. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicants shall inform themselves concerning, and shall

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observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

7. The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements and information contained in this RFP.
8. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that Client is bound to select an Applicant or to appoint the Selected Applicant/ Selected Bidder, as the case may be, for the Consultancy and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. Laws of the Republic of India are applicable to this RFP.

NOTICE INVITING TENDER (NIT)

1.	Department Name	:	Infrastructure Corporation of Andhra Pradesh (INCAP)
2.	Bid Number	:	RFP Notice No. INCAP/P/Nellore Airport /DPR/21/2020 Date: 07-05-2021
3.	Bid subject/work	:	RFP for Preparation of DPR and Assistance in Approvals for Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh for Commercial Operations of Passengers and Cargo Aircraft.
4.	Estimated Contract Value	:	Open
5.	Period of Contract	:	3 Months
6.	Form of Contract	:	QCBS (70:30)
7.	Bid Type	:	Open Competitive Bidding
8.	Bid Category	:	Consultancy
9.	Bid Validity	:	120 days from Scheduled Bid submission closing date
10.	Bid Security	:	Rs. 1,00,000/-
11.	Bid Security Payable to	:	Rs. 100,000/- (Rupees One Lakh Only) per each Proposal in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of the Vice Chairman and

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			Managing Director, INCAP Ltd., payable at Vijayawada. The Bid Security shall remain valid up to 90 days from the PDD.
12.	Processing Fee	:	Rs. 11,800/- (inclusive of GST) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India (Non -Refundable) in favor of the Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada. The Proposal Processing Fee shall remain valid for one month after the PDD.
13.	Bid document download start Date and time	:	08.05.2021 from 10:00 AM (IST)
14.	Last date to send pre-bid queries	:	13.05.2021 upto 05:00 (IST) to incapap@incap.co.in.
15.	Responses to Pre-bid Queries	:	17.05.2021 at 05:00 PM (IST)
16.	Bid Submission Closing Date	:	24.05.2021 at 03:00 PM (IST)
17.	Bid Submission	:	Hard Copy (Technical and Financial)
18.	Bid Opening Date	:	24.05.2021 at 04:00PM (IST)
19.	Place of Bid Opening	:	Chambers of VC & MD of Infrastructure Corporation of Andhra Pradesh, #RC. No. 254/2, 4th Floor, AVSR Bhavan, Near My Mart, Chalasani Nagar, Penamaluru Mandal, Kanuru, Vijayawada – 520007, India,
20.	Officer Inviting Bids	:	Vice Chairman & Managing Director Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP)
21.	Address	:	#RC. No. 254/2, 4th Floor, AVSR Bhavan, Near My Mart, Chalasani Nagar, Penamaluru Mandal, Kanuru, Vijayawada – 520007, Tel: +91-866-2971772 Email: incapap@incap.co.in . Website: www.incap.co.in
22.	Eligibility Criteria	:	Refer Clause No. 2.2 of Instructions to applicants
23.	Procedure for Bid Submission	:	As per tender specification

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24.	General Terms & Conditions	:	Refer General Terms and conditions of contract of specification Note: Bidders are requested to go through all the clauses and contents of specification thoroughly and quote the bid. Ignorance of clauses will not be entertained by the purchaser at later date.
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1. INTRODUCTION**1.1. BACKGROUND**

State Government of Andhra Pradesh desired to develop Greenfield Airport at Dagadarthi (Dist. Nellore) in an extent of 1300 Acres approximately, Andhra Pradesh for commencing commercial operations of passengers and cargo aircraft. Accordingly, Andhra Pradesh Airport Development Corporation Limited (APADCL) is engaged in the development of Airport infrastructure and as part of its endeavour, the Government of Andhra Pradesh has decided to undertake development of Greenfield Airport at Dagadarthi (the “Project”).

Infrastructure Corporation of Andhra Pradesh (INCAP) (the “Authority”), under the control of Department of Industries, Infrastructure, Investment & Commerce, GoAP, is the nodal agency to provide transaction advisory services for development of various infrastructure projects in Andhra Pradesh. With a view to inviting bids for the Project, the Authority has decided to take up preparation of Detailed Project Report study for developing Greenfield Airport Dagadarthi in Andhra Pradesh.

In pursuance of the above INCAP has decided to carry out the process for selection of a reputed Technical Consultant for preparing the Detailed Project Report for Dagadarthi Airport in Andhra Pradesh which will cover aspects such as data collection, surveys and investigations (Geotechnical and Topographic Survey), Infrastructure Assessment, Detailed Design for Airside Works, City Side Works, Technical Assistance etc. The Technical Consultant shall prepare the Detailed Project Report in accordance with the Terms of Reference specified at Appendix-III (the “TOR”).

In this regard, INCAP has decided to carry out the Quality and Cost Based Selection (QCBS) process for selection of consultant to take up DPR Preparation Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh in accordance with the Terms of Reference specified in this RFP.

1.2. REQUESTS FOR PROPOSAL

INCAP invites proposals (the “Proposals”) for selection of Consultant (the “Consultant”) for the above Project who will be responsible for providing the required consulting services described below;

Task – 1: Field Studies: OLS Survey, GT Investigation & Topographic Survey

- Topographic Surveys
- Geotechnical Investigations etc.,

Task – 2: Preparation of Detailed Design and Cost Estimates including Specifications

- Air side works
- City side works

Task 3: Preparation of EPC Bidding/ Contract Documents

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

1.3. DUE DILIGENCE BY APPLICANTS

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to INCAP Office in Vijayawada, sending written queries to INCAP by the date and time specified in Clause 1.10.

1.4. RFP DOCUMENT AND PROCESSING FEE

RFP document can be downloaded from the official website of (www.incap.co.in) from Dt. 08.05.2021 ONWARDS.

1.5. VALIDITY OF THE PROPOSAL

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

1.6. BRIEF DESCRIPTION OF THE SELECTION PROCESS

INCAP has adopted a Two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes clearly mentioning the name of the assignment and covers i.e., Technical Envelope and Financial Envelope. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4.

1.7. CURRENCY AND PAYMENT

All payments to the Consultant shall be made in Indian National Rupees (INR) in accordance with the provisions of this RFP. The Consultant may convert (INR) into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8. SCHEDULE OF SELECTION PROCESS

INCAP would endeavour to adhere to the following schedule:

Sl.	Event Description	Date
1	Proposal Due Date	15:00 Hrs 24.05.2021
2	Opening of Technical Proposals	16:00 Hrs 24.05.2021

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3	Pre-bid last date of receiving queries	13.05.2021 @ 5.00 PM
4	Opening of Financial Proposal of shortlisted bidders	Shall be intimated
5	Issue of LoA to shortlisted consultant	Shall be intimated
6	Assignment Start Date	Shall be intimated

1.9. PRE-PROPOSAL VISIT AND INSPECTION OF DATA

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

1	Address	#RC. No. 254/2, 4th Floor, AVSR Bhavan, Near My Mart, Chalasani Nagar, Penamaluru Mandal, Kanuru, Vijayawada – 520007
2	Email	incapap@incap.co.in

1.10. COMMUNICATIONS

- The Official Mail ID of INCAP is: incapap@incap.co.in

2. INSTRUCTIONS TO APPLICANTS**A. General**

- 1.0 General: The INCAP invites bids Open platform for the works mentioned in the NIT for which date and time is specified in the NIT and will be opened by either Bid inviting authority or his nominee based on the date and time mentioned in the NIT.
- 1.1 The Bids should be in the prescribed form as per this specification and as specified in NIT and Bidding documents which can be downloaded from the website www.incap.co.in who have purchased the RFP document.
- 1.2 The dates stipulated in the NIT are firm and under any circumstances will not be relaxed unless officially extended by INCAP in www.incap.co.in.
- 1.3 The intending Bidders would be required submit their bids to INCAP (Hard Copies). The Bidders are required to submit their bids in two parts.
1. Part-I : Eligibility and Technical bid.
 2. Part-II : Financial Bid.

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1.4 The Bidder should submit hard copies as specified in checklist and all enclosures required for the schedules and Appendices.

1.7 Processing fee: The Processing fee of Rs.10,000+18% GST shall be payable in the form of a Demand Draft issued by one of the Nationalized / Scheduled Banks in India (Non - Refundable) in favor of the Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada. The Proposal Processing Fee shall remain valid for one month after the PDD.

1.8 INCAP reserves the right to cancel/extend/alter the bid conditions at any time. In the process, if the tender process / works are stalled due to legal intervention or due to natural calamities, no compensation will be paid.

1.9 The bidders are requested to check / verify the web site before scheduled closing date for any changes/ amendments in the tender.

1.10 Bidders / Firms eligible to Bid:

The Bidders / Firms

- i) Who meet the conditions as per clause No: 2.2 under Conditions of Eligibility of Applicants.
- ii) Are not blacklisted or debarred or suspended by the Government /any power utility for whatever the reason, prohibiting them not to continue in the contracting business.
- iii) Have complied with the eligibility criteria specified in the Clause Nos. 2.2 of General Terms & Conditions of this Specification are the eligible Bidders /Firms.

1.11 Bidders / Firms ineligible to Bid:

- (i) Firms who are not meeting the Conditions as per clause No: 2.2 under Conditions of Eligibility of Applicant.
- (ii) The Companies which are blacklisted by any other utility and whose promoters' firms or companies were already blacklisted /debarred by any other utility shall be considered as ineligible bidder.

1.12 Documents to be furnished for Qualification requirements of the Bidders:

1.12.1 Refer Clause No. 2 Instructions to applicants & 2.9 Appendix-1 Technical Proposal

1.12.2 Availability of key personnel as per clause 2.1.4.

1.12.3 Qualification criteria for opening of the price bid: Refer clause no.3 Criteria for Evaluation.

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1.12.4 Even though the Bidders are meeting the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- a) Furnished false / fabricated particulars in the forms, statements and / annexure submitted in proof of the qualification requirements and/or
- b) Not turned up for entering into agreement, when called upon within the time specified in the letter of acceptance
- c) Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc., and
- d) A history of criminal record in which the Bidder is involved if any.
- e) History of litigation with Government during the last 5 years in which the Bidder is involved.
- f) Any wrong declaration or hiding of information on clause 2.3 & 2.7.2 (right to reject any or all proposal) shall be viewed seriously and such firms will be blacklisted /debarred.

1.12.5 Even while execution of the assignment, if found that the work was awarded to the Consultancy based on false /fake certificates of experience, the Consultancy will be blacklisted and work will be taken over.

1.12.6 The bidders shall submit a written Power of Attorney authorizing the signatory of the bid to commit on behalf of the bidder.

1.12.7 Bidders are advised to find out the latest tax structure, applicability and rates before quoting the Fee in INR.

1.12.8 If Bidders have any clarifications/ doubts on any portion of the specification or enclosures in writing thereto, they shall obtain the required clarifications from the officer to whom the bids are to be addressed. The purchaser will issue clarification in writing, if necessary.

1.13 SUBMISSION OF BIDS:

The bidders who are desirous of participating in bidding process then shall submit their bids in the standard formats prescribed in Bid documents, displayed at www.incap.co.in. The bidders shall sign on all the statements, documents,

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certificates, being submitted by them, owning responsibility for their correctness / authenticity.

If any bidder submits the bid without paying BID SECURITY, the bid will be rejected and the bidder will be black listed. Similarly, if any of the certificates, documents, etc., furnished by the bidder is/are found to be false / fabricated / bogus, the bidder will be blacklisted and his BID SECURITY forfeited.

Bid rates shall be furnished in the enclosed "price bid" format only. There shall not be any deviation from the contents, description and quantity of the schedule. If the required documents, schedules, forms, supporting documents for Qualifying Requirements (both physical & Financial) are not submitted, the bid will be liable for rejection.

1.14 Submission of Price Bids:

- (i) All the bidders shall invariably submit original financial bid in hard copy format only and this will be the primary requirement to consider the bid as responsive.
- (ii) The Department shall carry out the bid evaluation solely based on the submitted hard copies of certificates/documents, DD towards EMD and open the bids of the responsive bidders.
- (iii) The Department will notify the successful bidder for submission of original hard copies of all documents DD towards EMD prior to awarding the work.
- (v) The successful bidder shall invariably furnish the original DD towards EMD, certificates/documents to the Tender inviting authority before awarding the work either personally or through courier or post and the receipt of the same with in the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non receipt of original DD towards EMD, certificates/documents, from the successful bidder before the stipulated time. On receipt of documents the department shall ensure the genuinely of the DD towards EMD and all other certificates/documents submitted by the bidder in support of the qualification criteria before concluding the agreement.
- (vi) If any successful bidder fails to submit the original hard copies of documents, DD towards EMD with in the stipulated time or if any variation is notices between the documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders for a period of 3 years. Besides this, INCAP the department shall invoke all processes of law including criminal prosecution of such

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defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

1.15 Bids will be opened at the time, date and place indicated in the NIT.

1.16 The bidders shall carefully examine the specification and all its enclosures and if they have any doubt as to the meaning of any portion of the specification or enclosures thereto, they shall obtain the required clarifications from the officer to whom the bids are to be addressed.

1.17 THE BIDS RECEIVED BY, AFTER DUE DATE AND TIME THEN SHALL NOT BE ENTERTAINED UNDER ANY CIRCUMSTANCES.

1.18 Clarifications, amplifications, and/or any other correspondence from the bidder subsequent to the opening of bid will not be entertained. The bidders are therefore advised to ensure that their bids are submitted in complete shape in the first instance itself. Post bid rebates, revisions or deviation in quoted price and/or conditions or any such offers which will give benefit to the bidder over others will not only be rejected straight but the original bid itself will get disqualified on this account and the bidder's bid security amount will be forfeited.

1.19 COMPLETENESS OF BID:

a) The bid shall be quoted for the entire assignment as per scope of work specified in RFP.

b) Part bids or incomplete bids will not be accepted and will be rejected.

1.20 The bidders are therefore advised to ensure that their bids are submitted in complete shape in the first instance itself. Post bid rebates, revisions or deviation in quoted price and/or conditions or any such offers which will give benefit to the bidder over others will not only be rejected straight but the original bid itself will get disqualified on this account and the bidder's bid security amount will be forfeited.

1.21 Appendix I & II: To be filled up and furnished separately along with the bid. In case of joint venture, Appendix I & II are to be filled up by both the partners

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NOTE:

- *INCAP is not responsible for any omissions in the bid specification downloaded by the bidders from the web site.*
- *The bidders can verify the accuracy of the downloaded bid specification with the master copy available at the office as mentioned in the NIT.*
- *The bidders are requested to check / verify the web site before scheduled closing date for any changes/ amendments in the tender.*

B. Scope**2.1. Scope of Proposal**

2.1.1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means an Applicant shall be a Legal entity. An Applicant may be a natural person born in India or abroad or a private entity, a company, a partnership firm, an LLP or a body corporate, or a consortium incorporated in India or as per applicable laws of the country of its origin are allowed to participate in this Tender Process.

2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by INCAP through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that INCAP decisions are without any right of appeal whatsoever.

2.1.3. The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.

2.1.4. Key Personnel

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

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Sl. No.	Position	No. of Personal	Educational Qualifications	Minimum Desired Experience
1.	Team Leader	1	Post Graduate in Planning / Management with B. Arch/B.E/B.Tech	<ul style="list-style-type: none"> • Minimum 20 years of experience in Planning and Designing of eligible assignments.
2.	Architect	1	B.Arch.	<ul style="list-style-type: none"> • Minimum 15 years of experience in the field of planning and Architectural designs of eligible assignments.
3.	Airport Sector Expert	1	MBA / Bachelor in Civil or Aeronautical Engineering / MSc.	<ul style="list-style-type: none"> • Minimum 15 years of experience in the field of Air traffic growth and forecasting, market studies and demand assessment etc., of eligible assignments.
4.	Pavement Engineer (Roads)	1	B. Tech and M. Tech / ME in Engineering	<ul style="list-style-type: none"> • Minimum 15 years of experience in the field of infrastructure designs (roads / drainage) and cost estimates of eligible assignments.
5.	Electrical Engineer	1	B. Tech in Electrical Engineering	<ul style="list-style-type: none"> • Minimum 15 years of experience in the field of Electrical designing's of eligible assignments.
6.	Structural Engineer	1	B. Tech & M. Tech / ME in Civil Engineering	<ul style="list-style-type: none"> • Minimum 10 years of experience in the field of structural designing's of eligible assignments.

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In addition to the above key personnel, the Consultants are expected to deploy adequate number of support technical staff from various disciplines such as Engineering, Architecture, Urban Planning, Environment Planning, Infrastructure Planning, Quantity Surveying, CAD Engineers, Bid Process Management Personnel, Market Survey Specialist, etc. as required to perform the scope of services defined in the ToR for all activities.

2.2. Conditions of Eligibility of Applicants

2.2.1. Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

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

A. Technical Capacity:

- i. Applicant should have provided consultancy services for **Eligible Assignments** over the past 10 (Ten) years preceding the PDD.

Sl. No	Description
1	One DPR for preparation of given field airport with total value of project not less than Rs.200 crores in last 10 years
2	Past relevant experience in Master Planning and Detailed Engineering related to similar projects of Airport / Land Port Passenger Terminal Building / Cargo Terminal Building / Logistic Parks / Aviation Buildings / Hospitals / Residential / Smart City development / SEZ / Industrial Parks / Shopping Complexes and office complexes with allied physical and social infrastructure facilities with aggregated total sum value of the projects not less than Rs. 250 crores in last 10 years. OR Past relevant experience in preparation of Master Plan, Detailed Engineering Report (DER) / Detailed Project Report (DPR) for city / township / residential building / commercial / industrial infrastructure / SEZs / Industrial Parks of at least 2 projects with minimum land area of 1000 acres in last10 years.
3	Average annual turnover from the consultancy during last 03 years (2017-18, 2018-19 & 2019-20) – Rs. 45.00 Cr.
4	Key personnel: Team Leader, Architect, Airport Sector Expert, Pavement Engineer, Electrical Design Engineer & Structural Engineer (6 Numbers).

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

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B. **Financial Capacity:** The Applicant shall have average annual turnover of Rs. 45 Crores during last three (3) financial years (2017-18, 2018-19 & 2019-20) preceding the Proposal Due Date as verified from the Audited Financial Statements of the Bidder. The Financial Capacity should be satisfied by Lead Member in case of Consortium / Joint Venture (Limited to 2 Members).

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

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

2.3. Conflict of Interest

2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, INCAP shall forfeit and appropriate the Performance Security, genuine pre-estimated compensation and damages payable to INCAP for, inter alia, the time, cost and effort of INCAP including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to INCAP hereunder or otherwise.

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

2.3.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Applicant, its consortium member (the "**Member**") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders

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or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or

entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

(h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

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2.3.4. An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4. Number of Proposals

An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including visits to INCAP, Project site etc. INCAP will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Acknowledgement by Applicant

2.6.1. It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from INCAP;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of INCAP;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and

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f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2. INCAP 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 INCAP.

2.7. Right to reject any or all Proposals

2.7.1. Notwithstanding anything contained in this RFP, INCAP reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof;

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

(a) at any time, a material misrepresentation is made or discovered, or

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

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

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

B. DOCUMENTS**2.9. Contents of the RFP**

2.9.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11;

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Appendix-I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Applicant
- Form 6 : Particulars of Key Personnel
- Form 7 : Eligible Assignments / similar Assignments of the Applicant
- Form 8 : Eligible Assignments / similar Assignments of Key Personnel
- Form 9 : CVs of Professional Personnel
- Form 10 : Power of Attorney for Lead Member of Consortium (in case of consortium)
- Form 11 : Joint Bidding Agreement for Consortium (in case of consortium)

Appendix-II: Financial Proposal

Form 1: Covering Letter

- Form 2 : Financial Proposal

Appendix-III: TERMS OF REFERENCE**2.10. Clarifications**

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

“Queries/Request for Additional Information concerning Request for Proposal (RFP) for Selection of Consultant for Preparation of DPR and Assistance in Approvals for Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh”.

INCAP shall endeavour to respond to the queries as per the date specified in this RFP. INCAP will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.11. Amendment of RFP

2.11.1. At any time prior to the deadline for submission of Proposal, INCAP may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2. All such amendments will be notified. The amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3. In order to afford the Applicants a reasonable time for considering an amendment, or for any other reason, INCAP may, in its sole discretion, extend the proposal date.

C. PREPARATION AND SUBMISSION**2.12. Language**

The Proposal with all enclosed documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of Proposal

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2.13.1. The Applicant shall provide all the information sought under this RFP. INCAP would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2. The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3. The Proposal, and its copy, shall be typed or written and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorised Representative") as detailed below:

- a) by the proprietor, in case of a proprietary firm; OR
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; OR
- c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; OR
- d) by the authorised representative of the Lead Member, in case of consortium. A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.13.4. Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by INCAP and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.16.1.

2.14. Technical Proposal

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

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

- a) The Bid Security is provided
- b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;

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

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

2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of INCAP for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

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

2.14.6. The proposed team shall include experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall full-fill the qualification criteria and desirable experience. The team shall comprise other competent and experienced professional personnel in the

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relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-9 of Appendix-I.

2.14.7. INCAP reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by INCAP to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of INCAP there under.

2.14.8. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by INCAP without INCAP being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

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

2.15. Financial Proposal or Price Bid

2.15.1. Applicants shall submit the financial proposal separately in the formats at Appendix-II (the "Financial Proposal") clearly indicating their consultancy Fee (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

- I. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel,

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- accommodation, travel, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- II. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, excluding GST 18% or 12% shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- III. The Financial proposal shall be submitted separately in another envelope in bidding process.
- IV. Financial Proposal submitted in technical bid shall be rejected & Bid shall stand disqualified.

2.16. Submission of Proposal

2.16.1. The applicants shall submit the proposals in hard copy format only.

2.16.2. The Applicants shall submit the Proposal in Spiral bind / hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by INCAP and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photo- copied version of the RFP and the original RFP issued by INCAP, the latter shall prevail.

2.16.3. The Proposal will be sealed in an outer envelope which will bear the address of INCAP, RFP Notice number, Consultancy name as indicated in this RFP and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorised Person of INCAP".

If the envelope is not sealed and marked as instructed above, INCAP assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

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

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

2.16.5. The Technical Proposal and Financial Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.6. The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.7. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

2.16.8. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.17. Proposal Due Date (PDD) / Date of Opening of Tender:24.05.2021.

2.17.1. Proposal should be submitted on the PDD specified at Clause 1.8 at the address provided in Clause 1.10 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2. INCAP may, in its sole discretion, extend the PDD by issuing an Addendum uniformly for all Applicants.

2.18. Late Proposals

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

2.19. Modification/ substitution/ withdrawal of Proposals

2.19.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is

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received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by INCAP, shall be disregarded.

2.20. Bid Security & Performance Security

2.20.1. The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,00,000 (Rupees One Lakh only)] in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India drawn in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada (the "Bid Security"), returnable not later than 180 (one hundred and eighty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 180 (one hundred and eighty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting performance security calculated @ 5% of the agreement value in the form of BG from a Nationalized/ Scheduled Banks in India valid for a term of Assignment period plus 3 months. Such BG shall be returned after 2 months of completing the Deliverables assigned to the Consultancy in accordance with the provisions thereof.

2.20.2. Any Bid not accompanied by the Bid Security shall be rejected by INCAP as non-responsive.

2.20.3. INCAP shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to INCAP any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the INCAP as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the

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INCAP in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

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

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

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

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D.EVALUATION PROCESS**2.21. Evaluation of Proposals**

2.21.1. INCAP shall open the Proposals at the place, date & time specified in this RFP and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.

2.21.3. Prior to evaluation of Proposals, INCAP will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
- c) it is accompanied by the non-refundable processing fee as specified in clause 1.4
- d) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- e) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- f) it is accompanied by the Power of Attorney as specified in in this RFP;
- g) it contains all the information (complete in all respects) as requested in the RFP;
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.

2.21.4. INCAP reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by INCAP in respect of such Proposals.

2.21.5. INCAP shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in this RFP.

2.21.6. After the technical evaluation, INCAP shall prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and

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venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. INCAP will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7. Applicants are advised that Selection shall be entirely at the discretion of INCAP. Applicants shall be deemed to have understood and agreed that INCAP shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.8. Any information contained in the Proposal shall not in any way be construed as binding on INCAP, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising INCAP in relation to matters arising out of, or concerning the Selection Process. INCAP shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. INCAP may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or INCAP or as may be required by law or in connection with any legal process.

2.23. Clarifications

2.23.1. To facilitate evaluation of Proposals, INCAP may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by INCAP for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2. If an Applicant does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the

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Proposal is not rejected, INCAP may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of INCAP.

E. APPOINTMENT OF CONSULTANT**2.24. Negotiations**

2.24.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology, quality of the work plan shall be discussed during negotiations and may also include for reduction of the price. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the INCAP. In case the Selected Applicant fails to reconfirm its commitment, INCAP reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2. INCAP will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25. Substitution of Key Personnel

2.25.1. INCAP will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of INCAP.

2.25.2. INCAP expects all the Key Personnel to be available during implementation of the Agreement. INCAP will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the INCAP. As a condition to such substitutions replacement of Key Personnel is limited to one during the entire period of the contract agreement. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

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

2.26. Indemnity

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

2.27. Award of Consultancy

After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LoA and the next highest-ranking Applicant may be considered.

2.28. Execution of Agreement

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

2.29. Commencement of Assignment

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

2.30. Proprietary data

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

2.31. Assignment Time lines

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

3. CRITERIA FOR EVALUATION**3.1. EVALUATION OF TECHNICAL PROPOSALS**

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of ToR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 points or more out of 100 shall be eligible for further evaluation and opening of the financial bid for Evaluation in QCBS and ranked as per score achieved by them, from highest to the lowest technical score (S). However at the discretion of INCAP, condition may be relaxed for getting minimum two bids.

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

Sl. No.	Criteria	Marks	Description of Criteria
1	Applicant Technical Capacity	10	<ol style="list-style-type: none"> 1. Consulting firms should have the required capability and experience of having handled similar projects of Airport / Land Port Passenger Terminal Building / Cargo Terminal Building/ Logistic parks / Aviation Buildings / SEZs / Industrial Parks / Hospitals / Residential / Smart City development, Shopping Complexes and office complexes with allied physical and social infrastructure facilities. 2. Applicant should have provided consultancy services for 2 Eligible Assignments over the past 5 (Five) years preceding the PDD. 5 marks for each eligible assignment.
2	Applicant Financial Capacity	05	<ol style="list-style-type: none"> 1. The Applicant shall have Average annual turnover of Rs. 45 Crores during last 03 (three) financial years preceding the Proposal Due Date. 2. For the purpose of evaluation, average annual turnover should be satisfied by lead member

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			in case of consortium / Joint Venture (limited to 2 members). Highest Turnover will be given max marks and marks will be assigned prorata.
3	Eligible Assignments	20	10 marks for each similar assignment
4	Team	50	<ol style="list-style-type: none"> 1. Team Leader: Maximum of 14 marks for team leader calculated @ two (2) marks for each eligible assignment (Max-7) & two (2) marks for each similar assignment (Max-7). 2. Architect: Maximum of 8 marks for Architect calculated @ two (2) marks for each eligible assignment (Max-4) & two (2) marks for each similar assignment (Max-4). 3. Airport Sector Expert: Maximum of 8 marks for Airport Sector expert calculated @ two (2) marks for each eligible assignment (Max-4) & two (2) marks for each similar assignment (Max-4). 4. Pavement Engineer: Maximum of 6 marks for Pavement Engineer (Roads) calculated @ two (2) marks for each eligible assignment (Max-3) & two (2) marks for each similar assignment (Max-3). 5. Electrical Design Engineer: Maximum of 6 marks for Electrical design engineer calculated @ two (2) marks for each eligible assignment (Max-3) & two (2) marks for each similar assignment (Max-3). 6. Structural Engineer: Maximum of 8 marks for Structural Engineer calculated @ two (2) marks for each eligible assignment (Max-4) & two (2) marks for each similar assignment (Max-4).
5	Understanding of Scope of work, Approach, Methodology, Work Plan and Presentation etc.	15	Understanding of Scope, Proposed Approach, Methodology, Work Plan.
	Grand Total	100	

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3.1.1. ELIGIBLE ASSIGNMENTS

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments granted by the government/semi government/PSU, regulatory commission, tribunal, statutory or public / private sector entity in respect of providing master planning/ architectural designs and detailed engineering to the project shall be deemed as eligible assignments (the “Eligible Assignments”).

For the purpose of this assignment, Eligible assignments mean:

- Past relevant experience in Master Planning and Detailed Engineering related to similar projects of Airport/Land Port Passenger Terminal Building/Cargo Terminal Building/ Logistic parks /Aviation Buildings/Hospitals/ Residential/ Smart City development / SEZ / Industrial Park, Shopping Complexes and office complexes with allied physical and social infrastructure facilities with aggregated total sum value of the projects not less than 250 crores in last 10 years.

Or

- Past relevant experience in preparation of Master Plan, Detailed Engineering Report (DER) / Detailed Project Report (DPR) for City / Township / Residential Building / Commercial / Industrial Infrastructure / SEZ / Industrial Park of at least 2 projects with minimum land area of 1000 acres in last 10 years.

Or

- Experience in Architecture Design of Airport/Land Port Passenger Terminal Building/Cargo Terminal Building/ Logistic parks /Aviation Buildings/Hospitals/ residential/ Smart City development / SEZ/Industrial Park / Shopping Complexes and office complexes with allied physical and social infrastructure facilities with value of project not less than Rs.250 Crores in last 10 years with a minimum Built up area of 10 lakh sft.

For the purpose of this assignment, Similar assignments mean:

- One (1) Assignment for the minimum project size of 500.0 Acres total built up area of 5,000 sft in development of Airport Passenger Terminal Building/Cargo Buildings/Aviation Buildings.

or

- Two (2) assignments each with minimum Project size of 300.0 Acres & total built up area of 3,000 sft in development of Airport Passenger Terminal Building/Cargo Buildings/ Aviation Buildings.

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3.1.2. EVALUATION OF FINANCIAL PROPOSAL

In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F) as specified in Clause 3.3.3.

3.1.2.1. FOR FINANCIAL EVALUATION, THE TOTAL COST INDICATED IN THE FINANCIAL PROPOSAL, (EXCLUDING GST), WILL BE CONSIDERED.

3.1.2.2. INCAP WILL DETERMINE WHETHER THE FINANCIAL PROPOSALS ARE COMPLETE, UNQUALIFIED AND UNCONDITIONAL. THE COST INDICATED IN THE FINANCIAL PROPOSAL SHALL BE DEEMED AS FINAL AND REFLECTING THE TOTAL COST OF SERVICES. OMISSIONS, IF ANY, IN COSTING ANY ITEM SHALL NOT ENTITLE THE CONSULTANT TO BE COMPENSATED AND THE LIABILITY TO FULFIL ITS OBLIGATIONS AS PER THE TOR WITHIN TOTAL QUOTED PRICE SHALL BE THAT OF THE CONSULTANT.

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

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

(F = amount of Financial Proposal)

3.1.3. COMBINED AND FINAL EVALUATION

3.1.3.1. PROPOSALS WILL FINALLY BE RANKED ACCORDING TO THEIR COMBINED TECHNICAL SCORE (S) AND FINANCIAL (S) SCORE AS FOLLOWS:

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

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

3.1.3.2. THE SELECTED APPLICANT SHALL BE THE APPLICANT HAVING THE HIGHEST COMBINED SCORE. THE SECOND HIGHEST APPLICANT SHALL BE KEPT IN RESERVE AND MAY BE INVITED IN ITS DISCRETION FOR NEGOTIATIONS IN CASE THE FIRST-RANKED APPLICANT WITHDRAWS, OR FAILS TO COMPLY WITH THE REQUIREMENTS SPECIFIED IN IN THIS RFP, AS THE CASE MAY BE.

4. FRAUDULENT CORRUPT PRACTICES

- I. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, INCAP shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, INCAP shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time,

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- cost and effort of INCAP, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- II. Without prejudice to the rights of INCAP under Clause 4.1 hereinabove and the rights and remedies which INCAP may have under the LoA or the Agreement, if an Applicant or Consultant, as the case may be, is found by INCAP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by INCAP during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by INCAP to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- III. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of INCAP who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of INCAP, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of INCAP in relation to any matter concerning the Project;
- b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

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- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by INCAP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.MISCELLANEOUS

- I. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the INCAP, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- II. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the INCAP. INCAP shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- III. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Amaravati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- IV. INCAP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/or cancel the Selection Process and/or amend and/or supplement the selection Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Applicant in order to receive clarification or further information
 - c. retain any information and /or evidence submitted to INCAP by on behalf of and /or in relation to any Applicant; and /or

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- d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- V. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases INCAP, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- VI. All documents and other information supplied by INCAP or submitted by an Applicant shall remain or become, as the case may be, the property of INCAP. INCAP will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- VII. INCAP reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record

APPENDIX-I TECHNICAL

PROPOSAL FORM -1

LETTER OF PROPOSAL

To

Date: -05-2021.

**Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)**

#RC. No. 254/2, 4th Floor, AVSR Bhavan, Near My Mart,
Chalasani Nagar, Penamaluru Mandal, Kanuru,
Vijayawada – 520007,.

Subject: Appointment of Consultant for Preparation of DPR and Assistance in Approvals for Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh for Commercial Operations of Passengers and Cargo Aircraft.

Dear Sir,

1. With reference to your RFP Document dated _____, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the captioned assignment. The proposal is **unconditional and unqualified**.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We declare that:
 - a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

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- b) We do not have any conflict of interest in accordance with **Clause 2.3** of the RFP Document;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 4.3** of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Selection Process at any time and that you are bound neither to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with **Clause 2.8** of the RFP document.
8. We declare that any member of the consortium, are not a Member of any other Consortium applying for Selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of Andhra Pradesh in

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- connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
13. The Bid Security of Rs. 1,00,000/- (Rupees One lakh only) in the form of a Bank Guarantee / Demand Draft is enclosed in accordance with the RFP document.
 14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
 15. We agree to keep this offer valid for 180 (one hundred eighty) days from the Proposal Due Date specified in the RFP.
 16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in **Form 4**.
 17. We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
 19. We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

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APPENDIX – I**FORM – 2****PARTICULARS OF THE APPLICANT**

1.1	Title of Consultancy:		
1.2	Title of Project:		
1.3	State whether applying as Sole Firm or Lead Member of a consortium		
1.4	State the following:		
	Name of Company or Firm:		
	Legal status: (e.g. Sole Proprietorship or Partnership), Please enclose supporting documents (Certificate of Incorporation / Memorandum / Articles of Association / CA certificate etc).		
	Country of incorporation:		
	Registered address:		
	Year of Incorporation:		
	Year of commencement of business:		
	Principal place of business:		
	Company profile including with main line of business:		
	Name, designation, address and phone numbers of authorised signatory of the Applicant:		
	Name:		
	Designation:		
	Company:		
Address:			

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	Phone No.:	
	Fax No	
	E-mail:	
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:	
	(i) Name of Firm:	
	(ii) Legal Status and Country of incorporation	
	(iii) Registered address and Principal place of business.	
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:	
	i) In case of non-Indian Firm, does the Firm have business presence in India? If so, provide the office address(es) in India	
	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?	
	(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years?	
	(iv) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Note: If answer to any of the questions at (ii) to (iv) is yes, the Applicant is not eligible for this consultancy assignment.	
1.7	Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer	
	If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity	

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1.8	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services
	If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant
	If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only

XXXXXXXXXXXXXXXXXXXX

Authorised Representative

For and on behalf of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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(To be forwarded on the letter head of the Applicant)

APPENDIX - I

FORM – 3

STATEMENT OF LEGAL CAPACITY

To,

**Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)
#RC. No. 254/2, 4th Floor, AVSR Bhavan, Near My Mart,
Chalasani Nagar, Penamaluru Mandal, Kanuru,
Vijayawada – 520007,.**

Subject:

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

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

We have agreed that (insert individual's name) will act as our Authorised Representative / will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX - I**FORM – 4****Power of Attorney**

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

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

IN WITNESS WHERE OF WE-----, THE ABOVENAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.

For

(Signature, name, designation and address)

Witnesses:

Notarised Accepted

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Notes:

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

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

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APPENDIX - I**FORM – 5****FINANCIAL CAPACITY OF THE APPLICANT**

Sl No.	Financial Year	Annual Revenue (Rs in Mn)
1	2019-2020	
2	2018-2019	
3	2017-2018	

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

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- In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.
- In case the applicant is depicting turnover from foreign country*, the turnover certification needs to be from the Chartered Accountant / statutory Auditor located in the same country.
- *This may be the case when an Applicant is based out of India, or the Applicant is using financial credentials of its parent company based outside India

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

Sl. No.	Designation of Key Personnel	Name	Education Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of the Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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APPENDIX - I**FORM – 7****ABSTRACT OF ELIGIBLE / SIMILAR ASSIGNMENTS OF THE APPLICANT**

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

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

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

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APPENDIX - I**FORM – 7****ELIGIBLE / SIMILAR ASSIGNMENTS OF APPLICANT**

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

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

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APPENDIX - I**FORM – 8****ABSTRACT OF ELIGIBLE / SIMILAR ASSIGNMENTS OF THE KEY PERSONNEL**

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

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

1. PROPOSED POSITION:

2. NAME OF THE PERSONNEL

3. DATE OF BIRTH

4. NATIONALITY

5. NAME OF THE FIRM

6. YEARS WITH THE FIRM (Starting with present position, list in reverse order every employment held)

7. PROFESSION

8. EDUCATION QUALIFICATION

9. OTHER TRAINING

10. MEMBERSHIP OF PROFESSIONAL SOCIETIES

11. List of projects on which the Personnel has worked
 - a. Name of project
 - b. Description of responsibilities

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Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place:

.....

Signature of the Key Personnel

Full Name of the Key Personnel:

.....:

Signature of the Authorized Representative

Full Name of the Authorized Representative:

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APPENDIX -1**Form 10****Power of Attorney for Lead Member of Consortium (in case of consortium)**

Whereas the _____ (“the Authority”) has invited bids from interested parties _____ for _____ the _____

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s.

_____, having our registered office at _____, and M/s.

_____, having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at

_____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium

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and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

For.....

(Signature, Name &Title)

For.....

(Signature, Name &Title)

For.....

(Signature, Name &Title)

Witnesses

- 1.
- 2.

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

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Notes:

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form 12**Joint Bidding Agreement for Consortium (in case of consortium)**

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

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

WHEREAS,

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

(B)The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C)It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a

copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

5. Joint and Several Liability

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

6. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour

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of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

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

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

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PART

FOURTH PART

(Signature)

(Signature)

(Name)

(Name)

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(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

FIFTH PART

SIX PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

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

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

**Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)**
#RC. No. 254/2, 4th Floor, AVSR Bhavan, Near My Mart,
Chalasanani Nagar, Penamaluru Mandal, Kanuru,
Vijayawada – 520007,.

Subject: Appointment of Consultant for Preparation of DPR and Assistance in Approvals for Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh for Commercial Operations of Passengers and Cargo Aircraft.

Dear Sir,

We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Request of Proposal dated _____, and our Proposal (Technical and Financial Proposal). Our attached financial proposal for Preparation of DPR and Assistance in Approvals for Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh is Rs.xxxxxxxxxxxxxxxxxxxx (rupeesOnly) inclusive of all applicable taxes (excluding GST).

And this is inclusive of transport, printing and stationery and all other expenses except applicable taxes towards our Professional fee for the subject assignment to be paid as per payment schedule specified in this RFP. We shall abide by the above quote, terms and conditions of this RFP, if INCAP selects us as the Consultant for this particular project. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

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

Yours faithfully,

for -----

APPENDIX-III

TERMS OF REFERENCE

Proposal for Appointment of Consultant for Preparation of DPR and Assistance in Approvals for Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh for Commercial Operations of Passengers and Cargo Aircraft.

Preamble

State Government of Andhra Pradesh desired to Develop Greenfield Airport at Dagadarthi (Dist.Nellore), Andhra Pradesh for commencing commercial operations of passengers and cargo aircraft. Accordingly, Andhra Pradesh Airport Development Corporation Limited is engaged in the development of Airport infrastructure and as part of its endeavour, the Government of Andhra Pradesh has decided to undertake development of Greenfield Airport at Dagadarthi (the "Project").

Infrastructure Corporation of Andhra Pradesh (INCAP) (the "Authority"), under the control of Department of Infrastructure & Investment, GoAP, is the nodal agency to provide transaction advisory services for development of various infrastructure projects in Andhra Pradesh. With a view to inviting bids for the Project, the Authority has decided to take up preparation of Detailed Project Report study for developing Greenfield Airport Dagadarthi in Andhra Pradesh.

In pursuance of the above INCAP has decided to carry out the process for selection of a reputed Technical Consultant for preparing the Detailed Project Report for Dagadarthi Airport in Andhra Pradesh which will cover aspects such as data collection, surveys and investigations (Geotechnical and Topographic Survey), Infrastructure Assessment, Detailed Design for Airside Works, City Side Works, Technical Assistance etc.

In this regard, INCAP has decided to carry out the Quality and Cost Based Selection (QCBS) process for selection of consultant to take up DPR Preparation Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh in accordance with the following scope of work.

SCOPE OF SERVICES FOR THE SELECTED CONSULTANT

The scope of services that shall be rendered by the Selected Consultant is divided into following tasks and the same is given below;

Task 1 – Filed Studies: OLS survey, GT Investigation & Topographic Survey

- The Site clearance from the Ministry of Civil Aviation, NOC from Ministry of Defence, in principle approval from Ministry of Civil Aviation and Environment clearance from Ministry of Environment & Forest has already been obtained and accordingly shall not form part of Scope of Work of 'SELECTED CONSULTANT'.

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- Details of land identified/ proposed to be acquire for development of the airport along with land plan – a latest updated plan in soft as well hard copy will be required to begin the study and will be provided by ‘CLIENT’ .

Type of Land	Identified/ Proposed to be acquired	Already acquire	Balance to be acquired
Government and assigned land	1038.87 acres	393.88 acres	644.99 acres
Private Land	340.84 acres	234.53 acres	106.31 acres
Total Land	1379.71 acres	628.41 acres	751.30 acres

- Details of land acquired and available for development of the airport along with land plan - a latest updated plan in soft as well hard copy will be required to begin the study and will be provided by 'CLIENT'.
- Topographic survey of the entire area acquired for development of the airport at suitable grid interval shall be undertaken by 'Selected Consultant' and data thus collected shall be used for design of airfield pavement profiles and other various facilities by "CONSULTANT".
- OLS survey was carried out by for this airport at TEFS stage and the data/ charts available needs to be updated in view of change in scope of work. A fresh OLS study will be required to be conducted by “CONSULTANT”.
- Geotechnical Investigations required for design of airfield pavement and buildings shall be undertaken by “CONSULTANT”.
- The TEFS report has been updated recently and as part of that exercise the traffic projections for passenger as well as cargo has been already firmed up and the same shall be used for Preparation of DPR.

Deliverables: Topographic Survey Report, OLS reports/ charts and Geotechnical Investigation Report,

Task 2 – Preparation of Detailed Design and Cost Estimate including Specifications

The scope of works comprises preliminary and estimation of the following:

Task 2 (A): Air Side Works

- Aerodrome reference code 3C or 4C (Instrument non precision runway)

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- Runway length for full load operations of passenger / cargo aircraft (Airbus 320 or Boeing – 737 or equivalent class of aircraft).
- Apron for adequate parking positions of passenger with provision for its extension along with link taxiway
- A dedicated cargo apron with provision for its extension along with link taxiway.
- Isolation bay with link taxiway
- Turning pads, overruns, RESA & shoulders (wherever required) etc.
- Peripheral road
- Approach road, internal roads, car park, GSE area fuel farm.
- Boundary wall as per BCAS norms with watch towers and boundary lighting
- Drainage and RCC box / pipe culverts / underground pipes for cable crossings as per requirement.
- Airfield ground lighting include runway/ turn pads/ taxiway/ aprons/ isolation bay edge lights, runway end/ threshold lights, simple approach lights on both end of runway, PAPI for both end of runway along with suitable CCR(s).
- Cooling pit, crash gates, windsock, landing T/H, revolving beacon, Fire pit

Task 2 (B): City Side Works

- **Terminal building** - single story (centrally air conditioned) to cater to 300 incoming & 300 outgoing peak hour passengers including terminal equipment (baggage handling system, conveyor belt, check-in counters, public seating, x-ray machines, DFMD/HHMD, baggage trolleys, Q-manager) in modular form with provision for extension.
- ATC tower with technical block
- Fire station and fire watch tower
- Electrical substation
- A dedicated Cargo terminal.
- Pump room, underground sump, overhead tank
- Firefighting, fire detection/alarm, CCTV/PA system, flight information display, wifi, telephones, AGL & COMM aids, internal/ external city side NAVCOM aids, internal / external city side signage, air side signage and landscaping
- Utilities (water supply, sewerage, electrification works)

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- Space required for development of additional facilities for cargo operations and commercial exploitation on the city side (near the highway) shall be earmarked in the master plan. The detailing of pavement works for cargo operation can be taken up as part of package – 1, cargo complex is to be designed as per the projected cargo approved by APADCL.
- Assist APADCL in the bidding process.
- To provide clarifications/ Modifications during the execution.

Deliverables: Detailed Project Report, Cost Estimate as per CPPWD schedules (CPWD-DSR 2018 for earth work & pavement works and CPWD Plinth Area Rates 2020 for building works. The rates for items not available in CPWD DSR will be based on quotations/ market enquires), quantity calculations, Market rate analysis/ quotations for NS items. Bid documents consisting of Qualification Criteria, Technical Specifications, Tender Drawings & BOQ (Standard tender format I GCC of AP Government to be used for tenders to be invited, evaluated & awarded by “CLIENT” and “CONSULTANT” to attend Pre – bid meeting & to assist in preparation of draft response to the queries).

Task 3: Preparation of EPC Bidding/ Contract Documents

Draft the EPC contract documents, consisting of;

- a) Explanation with drawings of the basic concept.
- b) Technical specifications in line with CPWD, MoRTH BIS, manufacture’s specifications, relevant standards/ sound engineering practice.
- c) Contract Conditions in line with CPWD OR any other Standard Document considered appropriate by “CLIENT”.
- d) Detailed Quality Control criteria along with frequency of testing in line with relevant codal provisions (BIS).
- e) The tender documents will be prepared containing following:
 - a. Instructions to Bidders,
 - b. Qualification Criteria for selection of Contractor,
 - c. Information to Bid, Evaluation and Contract award procedure,
 - d. General Conditions of Contract,
 - e. Special Conditions of Contract,
 - f. Implementation schedule,
 - g. Price Schedules,
 - h. Payment Terms,
 - i. Detailed work specifications,
 - j. Compliance to relevant code of practices,

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k. Procedure for issuance of completion certificate and taking over

Deliverables: Bid documents consisting of Qualification Criteria, Technical Specification, Tender Drawings. The bid document & Preliminary estimate to be used by "CLIENT" for inviting tenders. The bids shall be invited, evaluated & awarded by "CLIENT" and "CONSULTANT" will only require to attend Pre-bid meeting & to assist in preparation of draft response to the queries.

The detailed estimates shall be submitted in two packages, first package consisting of airside works and second package consisting of city side works.

DELIVERABLES, TIME LINES AND PAYMENT SCHEDULE

The time frame for deliverables and payment schedules would be as set out in the table below. The said time frame shall be subject remarks from "CLIENT" and payment is subject to acceptance of deliverables.

Task	Activity / Deliverable	Time Duration (in days)	Payment schedule
Mobilization Advance			Mobilization advance 10% of Agreed fee on issue of LOA
I	Undertaking topographic survey, GT investigations including OLS survey, preparation of concept master plan and concept drawings of various buildings	40 days from the date of issue of LoA	40%
II(A)	Preparation of DPR consisting of <ul style="list-style-type: none"> • Master Plan showing phasing of development • Preliminary cost estimate for air side and city side works • Specifications and tender drawings for air side and city side works • Bidding document for inviting bids on EPC mode 	25 days from the completion of Task I	40 %
II (B)			
III			

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IV	Assistance during bid execution	10%
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Notes:

****** All payment will be made after the approval of the authority. Commencement of any stage shall be linked to release of fee for the preceding stage.

APPENDIX-IX

DRAFT AGREEMENT

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

Whereas the INCAP is desirous to "**RFP for Preparation of DPR and Assistance in Approvals for Development of Greenfield Airport at Dagadarthi (District. Nellore), Andhra Pradesh for Commercial Operations of Passengers and Cargo Aircraft**". (hereinafter referred to as "PROJECT") and has called for bids from interested bidders through the Request for proposal.

And

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

Now this agreement witnesses as under:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of this agreement hereinafter referred to, and they shall be deemed to form and be read and constructed as part of this agreement.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,
 - a. The Bid Document vide Request for proposals No. XXXX/XXXXX/01/2020-21, Dated XX.XX.2020.
 - b. The Financial Bid.
 - c. LoA issued by _____ INCAP to _____, dated:
 - d. Mutually agreed additional conditions included in the agreement
3. This Agreement supersedes all prior discussions, representations, understandings, agreements, both written and oral, among the parties with respect to Clause 2 above.
4. AND WHEREAS the Contractor have agreed to the retention by the Government Earnest Money of Rs. ___/- Payment I.D. No. XXXX, XX .D. NO. _____ dated _____

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towards 1st E.M.D. 2) Rs. ___/- Vide D.D. No. ____, dated ____ towards balance E.M.D. paid by him vide _____ dt ____ of Rs. ____ B.G issued by valid up to ____ have been produced with towards additional security for the due fulfillment of the contractor to the satisfaction of INCAP, and the contractor having agreed to keep it valid till the completion of work.

5. As per the condition of the work order referred to in Clause xx, M/s -----have agreed to Earnest Money of 5% of the assignment value Rs.-----,000 (Lakhs) and has submitted a Demand Draft drawn in favour of "XXXXXXXX, INCAP, Vijayawada Vide BG/ D.D. No. of..... Bank..... ,---- for an amount of Rs ----- (Rupees ----- only) INCAP and not to bear any interest shall release this amount upon completion of erection and commissioning the project to the satisfaction of INCAP/APADCL within scheduled time **THREE MONTHS (03)** meeting to the timeless specified in xx of the RFP from the date of signing this agreement and the contractor having agreed to keep it valid till the completion of work .
6. And it has been accepted that the project period for completing the assignment is **THREE months (03)**-. Any delay in completion of schedule time of **THREE months (03)** shall attract penalty @ 0.1% per day not exceeding 10% of the contract value.
7. And Whereas the contractor has also signed the copy of the Request for Proposal in acknowledge of being bound by all the conditions of the clauses and all the Standard Specifications for items of works described And whereas contractor has agreed to execute upon and subject to the conditions set forth in the RFP and such other conditions as are contained in all the specifications forming part of this contract (herein after referred to as "The said conditions") the work shown upon the drawing and described in the said specifications and set forth in chapter "Appendix -III (TERMS OF REFERENCE) of RFPas the "probable quantities" and comply with the rates of progress noted at the end of this articles of agreement for a sum of Rs. ___/- (in words) based on the financial bid and subsequent letter dated ----- quoted by the contractor such other sum as may be arrived at under the clauses of the standard preliminary specifications relating to payment on completion of "PROJECT" and on completion of stagewise milestones quoted in financial bid calculated on the reduced cost on prorate basis. Now it is hereby agreed as follows
8. In Consideration of the payment of the said sum of Rs. ___/- (in words) or such other sum as may be arrived on completion of "PROJECT" on stagewise milestone payments quoted in financial bid calculated on the reduced cost on prorate basis , the contractor will, upon and subject to the said conditions , execute and complete the works shown upon the said RFP with such variations by way of alterations or additions to, or

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deductions from, the said works and method of payment therefore as are provided for in the said works and the conditions.

9. In consideration of the payment to be made by INCAP to as hereinafter mentioned, the INCAP hereby covenants to pay the in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other as may become payable under the provisions of this contract at the times and in the manner prescribed by this contract agreement.

In Witness there of the contractor of __Name & Address_____

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

Signed by Contractor Address

Phone No.

Signed by on behalf of Government

Designation

In the presence of Witness