Andhra Pradesh Airports Development Corporation Ltd. (APADCL)

REQUEST FOR PROPOSAL (RFP)
(International Competitive Bidding)

RFP Notice No.04/APADCL/IE/Bhogapuram/2026-27, Dt:.02.11.2026

Selection Of Independent Engineer for Monitoring the Concession Agreement in Respect of Operations, Management and Development of Alluri Sitaramaraju International Airport at Bhogapuram, Vizianagaram District, Andhra Pradesh



Issued by

AP Airports Development Corporation Ltd.,

4th Floor, IHC Corporate Building, Mangalagiri,

Guntur District – 522503

Andhra Pradesh, India.

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1 INTRODUCTION

1.1 Background

1.1.1 The Government of Andhra Pradesh acting through the Andhra Pradesh Airports Development Corporation Limited (APADCL) (the "Authority") is engaged in the Development and Construction of Alluri Sita Rama Raju International Airport at Bhogapuram in Vizianagaram District, Andhra Pradesh (the "Project") through Public Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis.

1.1.2 For this purpose, the Authority has selected M/s. GMR Airports Limited (the Selected Bidder) as PPP partner through competitive bidding process. The Authority issued Letter of Award ("LOA") No. APADCL/BIA-RFP/2020/18, Dt:14.04.2020 to the Preferred Bidder, requiring the Preferred Bidder, inter alia, to execute the Concession Agreement within the time period prescribed in the RFP, through a special purpose vehicle. Thereafter, the selected Bidder has formed an SPV in the name of M/s. GMR Visakhapatnam International Airport Limited (GVIAL) (the "Concessionaire") on 09.05.2020. Accordingly, the Authority has signed Concession Agreement with the Concessionaire on the 12.06.2020 (the "Concession Agreement").

1.1.3 Pursuant to the execution of the Concession Agreement, the Concessionaire undertook the design, development, financing, construction, commissioning, operation and maintenance of the Project in accordance with the terms and conditions of the Concession Agreement. The construction and development works for the Alluri Sita Rama Raju International Airport at Bhogapuram have since been successfully completed, and all requisite approvals, clearances and certifications required for commencement of airport operations have been obtained from the competent authorities. Consequently, the Airport commenced commercial operations with effect from 17.08.2026 ("Commercial Operation Date" or "COD"). With the commencement of commercial operations, the Project has entered its operational phase, and the Concessionaire is presently operating and maintaining the Airport in accordance with the provisions of the Concession Agreement and applicable laws.

1.1.4 With the commencement of commercial operations and the Project having entered the operations and maintenance phase, the Authority intends to appoint an Independent Engineer to monitor, review and oversee the performance of the Concessionaire and compliance with the obligations set forth under the Concession Agreement. The Independent Engineer shall, inter alia, undertake inspection, monitoring, reporting and certification functions in relation to the operation and maintenance of the Airport and shall perform such duties and responsibilities as may be prescribed under the Concession Agreement and the terms of appointment. The appointment of the Independent Engineer is proposed for a period of Thirty-Six (36) months from the date of commencement of services, extendable as may be determined by the Authority in accordance with applicable provisions and requirements.

1.2 Brief Details

S.No	Description	Details
1	Name of the work	Selection Of Independent Engineer For Monitoring the Concession Agreement In Respect of Operations, Management and Development of Alluri Sitaramaraju International Airport At Bhogapuram, Vizianagaram District, Andhra Pradesh
2	Consultancy Duration	36 (Thirty-Six) Months
3	Cost of RFP	**Rs.11,800/- (Non-Refundable)** The cost of the RFP shall be paid as per the procedure of AP e-procurement portal.
4	Bid Processing Fee	**Rs. 20,000/+18% GST-(i.e., 23,600/-)** The Bid processing fee of the RFP shall be paid as per the procedure of AP e-procurement portal.
5	Bid Security	In terms of the RfP, a Bidder will be required to deposit, along with its Bid, a bid security of **Rs. 2,00,000/-**(Rupees Two Lakhs only) ("Bid Security") specified in the Bidding Documents, refundable no later than 60 (Sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders shall provide the Bid Security in the form of a bank guarantee acceptable to the Authority and the validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, exclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.1 With the successful completion of construction and commencement of commercial operations of the Airport, the Project has entered the Operations and Maintenance Phase under the Concession Agreement. In accordance with Article 23 of the Concession Agreement, the Authority proposes to appoint a consulting engineering firm as the Independent Engineer to provide independent monitoring, inspection, performance review, reporting and certification services during the operational phase of the Project. The Government of Andhra Pradesh has designated Andhra Pradesh Airports Development Corporation Limited (APADCL) as the nodal agency for undertaking the appointment process. APADCL, on behalf of the Authority, hereby invites Proposals for selection of the Independent Engineer and shall be responsible for conducting the selection process. The selected Independent Engineer shall render services for a period of Thirty-Six (36) months from the date of commencement of services or such extended period as may be determined by the Authority in accordance with the provisions of the Concession Agreement. In pursuance of the above, the Authority and APADCL have decided to jointly carry out the process for selection of an Independent Engineer for the Project in accordance with the Terms of Reference (the "TOR") and specific clause wise functions as detailed in the Concession Agreement as given in Schedule-1.

1.3 Request for Proposals

1.3.1 APADCL on behalf of Authority hereby invite proposals (the "Proposals") for selection of an Independent Engineer (the "Independent Engineer") for the Project who shall perform the duty of an Independent Engineer in accordance with the TOR and specific clause wise functions as detailed in the Concession Agreement appended herewith. APADCL intends to select the Independent Engineer through an Online competitive bidding process in accordance with the procedure set out herein development of the Project.

1.4 Due diligence by Applicants

1.4.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority.

1.5 Tenure Consultancy

1.5.1 The appointment of the Independent Engineer shall be for a period of 3 (three) years i.e. 36 months from the date of its Commencement.

1.5.2 The detailed scope of services at the identified location to be carried out by the selected Independent Engineer is given under Schedule 1 of this RFP Document i.e. "Terms of Reference".

1.6 Instructions for online Bidding

1.6.1 The bidders are required to submit soft copies of their bids electronically on the E-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the E-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the E-Procurement Portal. More information useful for submitting online bids on the E-Procurement Portal may be obtained at: https://tender.ape-procurement.gov.in

1.6.2 **Registration:** The bidder shall submit his response through Bid submission to the tender on e - Procurement platform at www.apeprocurement.gov.in by following the procedure given below. The bidder would be required to register on the e-procurement market place www.apeprocurement.gov.in or https://tender.ape-procurement.gov.in and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in ape-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

1.6.3 **Registration with ape-procurement platform:** For registration and online bid submission bidders may contact HELP DESK. www.apeprocurement.gov.in or https://tender.ape-procurement.gov.in.

1.6.4 **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform. For obtaining Digital Signature Certificate, you may please Contact: Andhra Pradesh Technology Services Limited (OR) You may please Contact Registration Authorities of any Certifying Authorities in India. The list of CAs are available by clicking the link "https://tender.ape-procurement.gov.in/DigitalCertificate/signature.html".

1.6.5 Hard Copies: Vide ref. G.O.Ms.No.174, I&CAD dept dated:1-9-2008, submission of original hard copies of the uploaded scanned copies of BG towards EMD by participating bidders to the tender inviting authority before the opening of the price bid is dispensed forthwith.

1.6.6 All the bidders shall invariably upload the scanned copies of BG in e-procurement system and this will be the primary requirement to consider the bid responsive.

1.6.7 The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, BG towards EMD in the e-procurement system and open the price bids of the responsive bidders.

1.6.8 The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents BG towards EMD prior to entering into agreement.

1.6.9 The successful bidder shall invariably furnish the original BG towards EMD, Certificates/Documents of the uploaded scan copies to the Tender Inviting Authority before entering into agreement, either personally or through courier or post and the receipt of the same within 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 BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinity of the BG towards EMD and all other certificates/documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.

1.6.10 The GO. Ms. No. 174 -I&CAD dated: 1-9-2008 Deactivation of Bidders If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such 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. The information to this extent may be displayed in the e-procurement platform website.

1.6.11 **Payment of Transaction Fee:** It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform".

1.6.12 **Tender Document:** The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority on www.apadcl.com before the due date. Any offline bid submission clause in the tender document could be neglected. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

1.6.13 **Bid Submission Acknowledgement:** The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP is not responsible for incomplete bid submission by users.

1.6.14 **Bid Processing Fee:** Prior to submission of the Bid, the Bidder shall pay to the Authority a sum of Rs. 23,600 (Rupees Twenty-Three Thousand and Six Hundred Only) including GST as the cost of the RFP as tender processing fee to be paid through AP e-Procurement portal.

1.6.15 **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").

1.6.16 **Brief description of the Selection Process:** APADCL has adopted a two-stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids to be submitted online through e-Procurement Portal or https://tender.ape-procurement.gov.in.

1.6.17 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. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

1.6.18 Currency conversion rate and payment

For the purposes of technical evaluation of Applicants [Rs. 72 (Rupees Seventy two)] per US$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.6.19 All payments to the Independent Engineer shall be made in 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.

1.7 Schedule of Selection Process

APADCL would Endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Publishing of RFP document in APADCL website	04.11.2026 at 10.00 AM
2.	Start date for submission of prebid Queries by bidders to the email: md-apadcl@ap.gov.in and cgmtechapadcl@gmail.com	04.11.2026
3.	End date for submission of prebid queries to the email: md-apadcl@ap.gov.in and cgmtechapadcl@gmail.com	16.11.2026 at 02:00 PM
4.	Submission of clarifications by AUTHORITY to the bidders queries through APADCL website	16.11.2026 at 03:30 PM
5.	Start date of Online Submission of Bids envelopes I & II on ape-procurement portal	04.11.2026 at 11.00 AM
6.	End date of Online submission of Bids envelopes I & II on ape-procurement portal	18.11.2026 at 03.30 PM
7.	Last date to submit original Bank Guarantee of Tender Fees/EMD and letter of unconditional acceptance of AUTHORITY's terms and conditions	18.11.2026 at 05.00 PM
8.	Opening of Pre-Qualification cum Technical bids on the ape-procurement portal	18.11.2026 at 05.00 PM
9.	Opening of Financial Bid on ape-procurement portal	20.11.2026 at 04.00 PM

1.7.1 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days‟ notice to the nodal officer specified below:

CGM Technical of APADCL

Phone: 0866 - 248 4992

Mobile: 9866922002, 9000219822, 9494626628

Email: cgmtechapadcl@gmail.com

1.8 Bid Clarifications

1.8.1 There is no Pre-Proposal conference. Any queries by the prospective bidders are to be communicated through email addressed to cgmtechapadcl@gmail.com , md-apadcl@ap.gov.in. The Reponses will be published on the official website of APADCL www.apadcl.com.

1.9 Communications

All communications should be addressed to:

The Managing Director,

Andhra Pradesh Airport Development Corporation.,

AP AIRPORTS DEVELOPMENT CORP. LTD., 4th Floor, IHC Corporate,

Near APIIC building, IT Park, Mangalagiri – 522503, Email: md-apadcl@ap.gov.in

The Official Website of the APADCL is: www.apadcl.com.

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SELECTION OF INDEPENDENT ENGINEER

2 INSTRUCTION TO APPLICANTS

A. General

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of consultant shall be on the basis of an evaluation by APADCL 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 the APADCL's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 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. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Eligibility of Consortium

Where the Applicant is a Consortium, the following conditions shall apply:

a. The Consortium shall comprise not more than 3 (three) Members.
b. One Member shall be designated as the Lead Member and shall hold not less than 51% (fifty-one per cent) of the participation interest in the Consortium.
c. Each other Member shall hold not less than **20% (twenty per cent)** of the participation interest in the Consortium.
d. The Lead Member shall independently satisfy at least **50% (fifty per cent)** of the Financial Capacity requirement specified in Clause 2.2.2(B).
e. The Lead Member shall independently have completed or substantially performed at least **1 (one) Core Sector Airport Assignment** meeting the requirements of Clause 3.1.3.
f. The remaining Technical Capacity and Financial Capacity requirements may be satisfied collectively by the Consortium Members.

g. An Eligible Assignment undertaken by a Consortium Member shall be considered only where such Member was directly responsible for a material part of the relevant consultancy services and its scope and participation are supported by documentary evidence.

h. Experience of an Associate, parent company, subsidiary, affiliate or group company shall not be considered unless such entity is itself a Member of the Consortium, except where expressly permitted under this RFP.

i. The Consortium Members shall execute a Joint Bidding Agreement in the prescribed form and shall be jointly and severally liable for performance of the Consultancy.

j. The composition and participation interests of the Consortium shall not be changed after the Proposal Due Date without prior written approval of the Authority.

k. No Consortium Member shall participate, directly or indirectly, in more than one Proposal.

2.2 Key Personnel

The Consultancy Team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified.

2.3 Minimum Qualification / Experience for staff to be deployed by the agency

Conditions of Eligibility of Key Personnel: Each of the Key Personnel must fulfill the conditions of eligibility specified below.

Key personnel	Responsibilities
Team Leader	The Team Leader/Project Manager shall be responsible for reviewing the entire project preparation and implementation activities of the Concessionaire. He shall follow up for approval of Design Drawings and ensure execution of the works on site as per the specifications and standards and continuously interact with the Authority and the Concessionaire. He shall undertake project site visit and guide,supervise, coordinate and monitor work of the other experts in his team as well as of the Concessionaire. The Team Leader/Project Manager and other key personnel shall remain present in monthly review meetings or other meetings as may be decided by the Authority. He shall be the authorized signatory to make all the correspondences/communications/approvals on behalf of IE with the Authority as well as with the Concessionaire. He shall not delegate his responsibilities except with the prior written approval of the Authority.

Civil, Structural and Airfield Pavement Expert	He shall be responsible for reviewing the condition, maintenance, repairs, rehabilitation, modifications and Capital Works relating to civil and structural components of the Airport, including runways, taxiways, aprons, aircraft stands, roads, drainage, terminal and operational buildings and other civil infrastructure. He shall review designs, drawings, technical submissions, method statements, pavement-condition assessments, structural investigations, tests and quality-control records. He shall verify that Residual Works and Capital Works are executed in accordance with approved designs, Specifications and Standards, applicable codes and Good Industry Practice. He shall identify structural or pavement deficiencies, assess their operational and safety implications and recommend repair, rehabilitation or strengthening measures. He shall coordinate inputs from the Geotechnical/Airfield Pavement Specialist wherever required.
Airport Operations Expert	He shall be responsible for reviewing and monitoring the operation and maintenance of the Airport, including the Terminal Building, airside areas, landside areas and other operational facilities, and verifying compliance with the Concession Agreement, Operations and Maintenance Requirements, Key Performance Indicators, Service Quality Requirements, Safety Requirements, approved operational manuals and Good Industry Practice. He shall review passenger-processing and baggage-delivery performance, availability of airport facilities and systems, operational incidents, service disruptions, complaints, response and restoration times, emergency and contingency arrangements and corrective and preventive actions. He shall review the operational impact of Residual Works, repairs, modifications and ongoing or planned Capital Works, including work-zone segregation, passenger and baggage diversions, closure of operational areas, utility shutdowns, backup arrangements, Foreign Object Debris control, operational clearances and restoration of affected areas before reopening. He shall undertake Airport inspections, identify operational lapses and deficiencies, recommend corrective measures and assist the Team Leader in preparing Monthly Inspection Reports, Quarterly Inspection Reports, KPI assessments, incident-review reports and presentations to the Authority. He shall coordinate with the Authority, Concessionaire and other Key Personnel and assist in all other Terms of Reference specified in Schedule-1.
Airport IT & Systems Expert (*)	He shall be responsible for reviewing and monitoring the availability, reliability, maintenance, cybersecurity interface, redundancy, integration and performance of Airport IT and operational systems, including AODB, FIDS, CUPPS/CUTE, BRS, CCTV, access control, public address systems, communication networks, baggage handling systems,

	passenger-processing systems, self-bag-drop systems, visual docking guidance systems and other Airport systems. He shall review maintenance records, system logs, failure reports, response and restoration times, service-level performance, backup arrangements, software and hardware obsolescence, spares, OEM support, system modifications, testing and commissioning. He shall examine recurring failures, identify root causes and recommend corrective and preventive measures. He shall review designs and technical proposals relating to replacement, modification or augmentation of Airport IT and systems and verify compliance with the Concession Agreement, Specifications and Standards and Good Industry Practice.
EHS Expert	He shall be responsible for reviewing and monitoring compliance with environmental, health, safety and operational-safety requirements applicable to the Airport. He shall review the Concessionaire's EHS plans, safety-management arrangements, incident and accident records, emergency procedures, environmental monitoring, statutory approvals, waste management, occupational health and safety and corrective actions. He shall inspect operational areas and work sites, including Residual Works and Capital Works undertaken within the operational Airport, and verify compliance with approved work permits, work-zone segregation, emergency access, fire-safety requirements, FOD control and applicable laws. He shall immediately report any Safety-Critical Matter and recommend interim safeguards, restrictions, isolation, suspension or rectification, as appropriate.
Mechanical Expert	He shall be responsible for reviewing and monitoring the availability, maintenance, condition and performance of mechanical systems, including HVAC, lifts, escalators, passenger boarding bridges, firefighting and fire-suppression systems, pumps, plumbing, water supply, sewerage, fuel systems and other mechanical installations. He shall review preventive, predictive and corrective maintenance, failure records, serviceability, spares, OEM support, testing, calibration, statutory inspections, renewals and replacements. He shall review designs and technical submissions relating to Residual Works, modifications and Capital Works and identify deficiencies affecting safety, operational continuity, passenger service or asset life.
Quality Assurance/Control	He shall be responsible for reviewing and monitoring quality assurance, quality control, maintenance quality and asset condition relating to Airport infrastructure, facilities and systems. He shall review quality plans, inspection and test plans, laboratory and field-test results, material approvals, workmanship, calibration records, non-conformance reports, defect registers and corrective-action records. He shall inspect Residual Works, repair works, modifications and Capital Works

	and verify conformity with approved designs, Specifications and Standards. He shall assist in maintaining the Findings Register, Defects and Deficiencies Register and Corrective Action Register. He shall also support periodic asset-condition assessments, lifecycle reviews, deferred-maintenance identification and closure verification.
Electrical Expert	He shall be responsible for reviewing and monitoring the availability, condition, maintenance, safety and reliability of Airport electrical systems, including substations, transformers, HT/LT systems, DG sets, UPS systems, power-distribution networks, earthing and lightning protection, terminal lighting, airfield ground lighting, runway and taxiway lighting and associated control systems. He shall review failures, outages, maintenance records, tests, calibration, statutory inspections, response and restoration times, backup arrangements, spares, renewals and replacements. He shall review designs and technical submissions for modifications and Capital Works and verify compliance with Specifications and Standards, applicable codes and Good Industry Practice.
Financial and Contract Expert	He shall be responsible for reviewing financial, commercial and contractual matters arising under the Concession Agreement and the TOR. He shall assist the Team Leader in examining the reasonableness of costs, Change of Scope proposals, claims, variations, Extension of Time applications, delays, Damages and other matters referred to the Independent Engineer. He shall review estimates, quantities, rates, supporting records, financial progress and expenditure relating to Residual Works, repairs, renewals, replacements, major maintenance, ongoing and planned Capital Works and phase-wise expansion works. He shall examine contractual milestones, causes of delay, mitigation measures, recovery programmes and the contractual consequences of non-performance or non-compliance. He shall assist in preparing reasoned determinations relating to cost, time, delay and Damages and maintain the Change of Scope, Claims, Cost and Time Determination and Damages Registers.

2.3.1 The following is the list of minimum requirements of key professionals for the assignment as per the perception of the Client. However, the Consultant may propose additional key professionals as they deem best fit for delivering the assignment, but the same has to be consistent with the financial proposal.

S. No	Key Personnel	No.	Anticipated No. of Man months
1	Team Leader	1	36
2	Airport Operations Expert	1	36
3	Civil, Structural and Airfield Pavement Expert	1	18
4	Airport IT and Systems Expert	1	24
5	EHS Expert	1	24
6	Mechanical Expert	1	18
7	Quality Assurance/ Control	1	24
8	Electrical Expert	1	18
9	Financial and Contract Expert	1	12
	Total	9	210 Months

Deployment Conditions

1. The Team Leader and Airport Operations Expert shall be stationed at the Airport on a regular basis throughout the assignment.
2. Other Key Personnel shall be deployed according to the approved work programme and requirements of O&M inspections, technical audits, Residual Works, Capital Works and determinations.
3. The deployment stated above is the minimum requirement. The Consultant shall provide additional inputs where required for satisfactory completion of the Services.
4. Payment shall be subject to actual deployment and satisfactory performance in accordance with the approved deployment schedule.
5. The Consultant shall ensure the availability of all Key Personnel for inspections, meetings, incident reviews, audits and presentations whenever required by the Authority..

2.4 Conditions of Eligibility of Applicants

2.4.1 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.

2.4.2 The Applicant for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

2.4.3 An Applicant may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this Clause 2.2.

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

A. Technical Capacity: The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments. Out of the minimum two Eligible Assignments, at least one Eligible Assignment shall be a Core Sector Airport Assignment as specified in Clause 3.1.3.

B. Financial Capacity: The Applicant shall have received a minimum Income of Rs.23.03 (Twenty-Three crore Three Lakhs) per annum from professional fees during each of the 3 (three) financial years in the previous 5 years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its client.

C. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

D. Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility1 specified below:

Key Personnel	Minimum Educational Qualification	Experience	Experience on Eligible Assignments
Team Leader	Graduate in Civil Engineering with postgraduate degree in Engineering or Management	Min. 15 years‟ experience in Airports or other eligible projectsas defined in Clause 3.1.3	Shall have led or managed at least one Eligible Airport Assignment. Experience in an operational airport, airport O&M, OMDA or concession-monitoring assignment shall be preferred.

Airport Operations Expert	Graduate in Engineering, Airport Management, Aviation Management or equivalent; postgraduate qualification in Airport, Aviation or Business Management is desirable	Minimum 10 years, including at least 5 years in airport operations, terminal operations, airside management, airport O&M or service-quality monitoring	Shall have worked as Airport Operations Expert, Airport Operations Manager or equivalent on at least one Eligible Airport Assignment at an airport of not less than 5 MPPA.
Civil, Structural and Airfield Pavement Expert	Graduate in Civil Engineering with postgraduate qualification in Structural, Transportation, Pavement or equivalent engineering discipline	Min. 10 years‟ experience in Airports or other eligible projectsas defined in Clause 3.1.3	Shall have worked in a relevant civil, structural or airfield-pavement role on at least one Eligible Assignment.
Airport IT and Systems Expert	Graduate in Computer Science, IT, Electronics, Electrical Engineering or equivalent; postgraduate qualification is desirable	Min. 7 years‟ experience in Airports or other eligible projectsas defined in Clause 3.1.3	They should have beenworked as an Airport ITSpecialist for not less than one Eligible Assignments.
EHS Expert	B. Tech (Civil) or Environmental or equivalent	Min. 7 years‟ experience in Airports or other eligible projectsas defined in Clause 3.2	They should have been worked as an EHS Expert for not less than one Eligible Assignments.
Mechanical Expert	B. Tech in Mechanicalor equivalent	Min. 7 years‟ experience in Airports or other eligible projectsas defined in Clause 3.1.3	They should have been worked as a MechanicalExpert for not less than one Eligible Assignments.
Quality Assurance/Control	B. Tech (Civil) or equivalent	Min. 7 years‟ experience in Airports or other eligible projectsas defined in Clause 3.1.3	They should have beenworked as a Quality Assurance / Control Expert for not less than one Eligible Assignments.
Electrical Expert	Graduate in Electrical Engineering or equivalent	Min. 7 years‟ experience in Airports or other eligible projectsas defined in Clause 3.1.3	They should have beenworked as an Electrical Expert for not less thanone Eligible Assignments.
Financial and Contract Expert	Graduate in Engineering, Commerce, Finance or Economics with MBA, CA, CMA, ICWA or equivalent professional qualification	Minimum 10 years in infrastructure contracts, PPP concessions, cost review, claims, Change of Scope, Extension of Time or Damages assessment	Shall have worked as Financial, Contract, Commercial or Claims Expert on at least one Eligible Assignment, preferably involving an airport or PPP concession.

2.4.5 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees duringof each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments 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.

2.4.6 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.

2.4.7 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.4.8 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.4.9 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.5 Conflict of Interest

2.5.1 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, APADCL shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to APADCL for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant‟s Proposal, without prejudice to any other right or remedy that may be available to APADCL/ the Authority hereunder or otherwise.

2.5.2 APADCL requires that the Independent Engineer provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Independent Engineer 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 the Authority.

2.5.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

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

B. a constituent of such Applicant is also a constituent of another Applicant; or

C. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant or concession loan or subordinated debt 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 or Concessionaire, 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 or Concessionaire, 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 Concessionaire or 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.

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

2.5.4 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/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory 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 Consultants 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.

2.6 Disqualification Criteria

Applicant or its Associate shall not

2.6.1 directly or indirectly had violated and had been found violating any contract by the Government/ Quasi-Judicial Body/ Authority/ Judiciary in such period stipulated by the Authority

2.6.2 be expelled/disqualified from any project or contract by any public entity or have had any contract terminated by any public entity for breach;

2.6.3 has any pending litigation in relation to bankruptcy, insolvency, liquidation, dissolution or winding-up, or is declared a sick company;

2.6.4 shall be a scheduled air carrier or any entity in which a scheduled air carrier or its promoter(s) directly or indirectly holds any interest or is otherwise an affiliate of a scheduled air carrier.

2.7 Number of Proposals

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

2.8 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 subsequent negotiation, visits to the Authority, Project site etc. Neither the Authority/ APADCL will be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.9 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.10 Acknowledgement by Applicant

2.10.1 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 the Authority;
C. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
D. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
E. acknowledged that it does not have a Conflict of Interest; and
F. Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.10.2 The Authority nor APADCL shall be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.11 Right to reject any or all Proposals

2.11.1 Notwithstanding anything contained in this RFP, APADCL 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. In the event that APADCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.11.2 Without prejudice to the generality of Clause 2.9.1, APADCL reserves the right to reject any Proposal if:

A. at any time, a material misrepresentation is made or discovered,

1.1.1. (or)

B. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.11.3 If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then APADCL reserves the right to:

A. invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP;

(Or)

B. take any such measure as may be deemed fit in the sole discretion of the Authority/ APADCL, including annulment of the Bidding Process.

2.12 Disqualification or Termination:

2.12.1 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification 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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession 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 the Authority to the Applicant, without the Authority/ APADCL being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority/APADCL may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable laws.

2.12.2 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

2.12.3 highest-ranking Applicant gets disqualified / rejected, then APADCL reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of APADCL, including annulment of the Selection Process.

B Documents

2.13 Contents of the RFP

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 Pre-Proposal Conference
6 Miscellaneous

Schedules

Terms of Reference Form of Agreement

Annex-1: Terms of Reference

Annex-2: Deployment of Personnel

Annex-3: Estimate of Personnel Costs

Annex-4: Approved Sub-Consultant(s)

Annex-5: Cost of Services

Annex-6: Payment Schedule

Annex-7: Bank Guarantee for Performance Security

Guidance Note on Conflict – of - Interest

Appendices

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 Applicant

Form-6: Particulars of Key Personnel

Form-7: Proposed Methodology and Work Plan

Form-8: Abstract of Eligible Assignments of Applicant

Form-9: Abstract of Eligible Assignments of Key Personnel

Form-10: Eligible Assignments of Applicant

Form-11: Eligible Assignments of Key Personnel

Form-12: Curriculum Vitae (CV) of Key Personnel

Form-13: Deployment of Personnel

Form-14: Survey and Field Investigations

Form-15: Proposal for Sub-Consultant(s)

Appendix–II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

Form-3: Estimate of Personnel Costs

2.14 Clarifications

2.14.1 Applicants requiring any clarification on the RFP may send their queries to APADCL by sending email: apadclap@APADCL.co.in, md-apadcl@ap.gov.in & cgmtechapadcl@ap.gov.in so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.9.

2.14.2 The Authority/ APADCL will post the reply to all such queries on the Official Website www.apadcl.com.

2.14.3 APADCL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging APADCL to respond to any question or to provide any clarification.

2.15 Amendment of RFP

2.15.1 At any time prior to the deadline for submission of Proposal, APADCL 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 www.apadcl.com.

2.15.2 The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.15.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, APADCL may, in its sole discretion, extend the Proposal Due Date.

C Preparation and Submission of Proposal

2.16 Language

2.16.1 The Proposal with all accompanying 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 the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.17 Format and signing of Proposal

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

2.17.2 DELETED.

2.17.3 The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

A. by the proprietor, in case of a proprietary firm.

1.1.2. (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.

1.1.3. (or)

1.1.4.

D. by the Authorized Representative of the Lead Member, in case of consortium.

2.17.4 A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.17.5 Applicants should note the Proposal Due Date, as specified in Clause 1.9, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by APADCL, and that evaluation will be carried out only on the basis of Documents uploaded by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, APADCL reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.18 Technical Proposal

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

2.18.2 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.
C. Power of Attorney, if applicable, is executed as per Applicable Laws;
D. CVs of all Professional Personnel have been included;
E. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the 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 in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or 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. Professional 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 (seventy five) years at the time of submitting the proposal; and
L. The proposal is responsive in terms of Clause 2.23.3.

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

2.18.4 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 the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event by authority.

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

2.18.6 The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Independent Engineer Consultancy Service. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.

2.18.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.18.8 APADCL 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 APADCL to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of APADCL thereunder.

2.18.9 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 the Authority without the Authority/ APADCL being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

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

2.19 Financial Proposal

2.19.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Item [G] Of 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.

2.19.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

A. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo - technical investigations 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.

B. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Costs (including break down of costs) shall be expressed in INR.

C. The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.20 DELETED

2.21 Proposal Due Date

2.21.1 Proposal should be submitted on or before 03.30 PM on the Proposal Due Date specified in Clause 1.9 as detailed in the RFP.

2.21.2 APADCL, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.22 Late Proposals

2.22.1 Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.23 DELETED

2.24 Bid Security

2.24.1 The Applicant shall furnish a Bid Security of ₹2,00,000/- (Rupees Two Lakh only) in accordance with the provisions of this RFP. In case the Applicant is a Consortium, the Bid Security may be furnished by the Lead Member on behalf of the Consortium. The Applicant shall furnish the Bid Security in the form of an unconditional and irrevocable Bank Guarantee issued by a Scheduled Commercial Bank, excluding cooperative banks and regional rural banks, in favour of the Managing Director, Andhra Pradesh Airports Development Corporation Limited, in the format prescribed in Appendix-I, form 16. Any Bid not accompanied by the Bid Security shall be rejected by the APADCL as non-responsive.

2.24.2 The Bank Guarantee shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date, exclusive of an additional claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Applicant. The Proposal shall be summarily rejected if it is not accompanied by the Bid Security in the form and manner specified herein.

2.24.3 The Bid Security of the unsuccessful Applicants shall be returned no later than 60 (sixty) days from the Proposal Due Date, except in the case of the Selected Applicant and the second-ranked Applicant. The Bid Security of the second-ranked Applicant may be retained until execution of the Independent Engineer Agreement with the Selected Applicant, but not later than 120 (one hundred and twenty) days from the Proposal Due Date, unless the validity thereof is extended with the consent of such Applicant.

2.24.4 The Bid Security of the Selected Applicant shall be retained until the Selected Applicant has executed the Independent Engineer Agreement and furnished the Performance Security required thereunder, whereupon the Bid Security shall be returned without interest.

2.24.5 The Authority shall not be liable to pay any interest on the Bid Security, and the Bid Security shall remain interest-free.

2.24.6 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages, without prejudice to any other right or remedy available to the Authority under this RFP or Applicable Laws, if:

a) the Applicant withdraws its Proposal during the Proposal Validity Period;
b) the Applicant submits any false, incorrect or misleading information or document;
c) the Applicant engages in any Prohibited Practice specified in this RFP;
d) the Applicant is found to have a Conflict of Interest;
e) the Selected Applicant fails to acknowledge the Letter of Award within the prescribed period;
f) the Selected Applicant fails to execute the Independent Engineer Agreement within the prescribed period; or
g) the Selected Applicant fails to furnish the Performance Security in accordance with the provisions of this RFP and the Independent Engineer Agreement.

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

2.24.8 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to APADCL"s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority 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 2.25.1;
E. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or

F. If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.25 Performance Security

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

2.25.2 The Performance Security shall be equal to 10% (ten per cent) of the Contract Value. The Selected Applicant shall furnish a Performance Bank Guarantee equal to 5% (five per cent) of the Contract Value in the form set forth in Annexure-7, issued by a Scheduled Commercial Bank, excluding cooperative banks and regional rural banks, in favour of the Managing Director, APADCL. The balance 5% (five per cent) of the Contract Value shall be recovered proportionately from the quarterly payments due to the Independent Engineer until the cumulative recovery reaches 5% (five per cent) of the Contract Value. The Performance Bank Guarantee and the amount recovered from quarterly payments shall together constitute the total Performance Security of 10% (ten per cent) of the Contract Value. No additional retention shall be made towards Performance Security.

D. Evaluation Process

2.26 Evaluation of Proposals

2.26.1 The Authority shall open the Proposals at 03.30 PM on the Proposal Due Date, at the place specified in Clause 1.9.

2.26.2 DELETED.

2.26.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. 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 Proposal Due Date including any extension there of pursuant to Clause 2.17;
C. it is accompanied by the Bid Security as specified in Clause 2.20.1.
D. it is signed, as stipulated in Clauses 2.13 and 2.16;
E. it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
F. it contains all the information (complete in all respects) as requested in the RFP;
G. it does not contain any condition or qualification; and H it is not non-responsive in terms hereof.

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

2.26.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.26.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and 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 and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority 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.

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

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

2.27 Confidentiality

2.27.1 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 the Authority in relation to matters arising out of or concerning the Selection Process. The Authority 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. The Authority 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 is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.28 Clarifications

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

2.28.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority 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 the Authority.

E. Appointment of Consultant

2.29 Negotiations

2.29.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

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

2.29.3 APADCL will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of APADCL.

2.30 Substitution of Key Personnel

2.30.1 The Authority and APADCL 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 health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority and APADCL.

The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any 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 Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

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

2.31 Indemnity

2.31.1 The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.32 Award of Consultancy

2.32.1 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, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest - ranking Applicant may be considered.

2.33 Execution of Agreement

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

2.34 Commencement of assignment

2.34.1 on the date specified in the Letter of Award or on such other date as may be notified in writing by the Authority ("Commencement Date"). If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.35 Proprietary data

2.35.1 Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal shall be evaluated based on:

a. the Applicant's experience in Eligible Assignments;

b. the experience of the Key Personnel proposed for the Consultancy;

c. the relevance of the Eligible Assignments to the scope of the Consultancy; and

d. the Applicant's compliance with the requirements of the RFP.

3.1.2 The maximum Technical Score shall be 100 marks, distributed as follows:

Sl. No.	Evaluation component	Maximum marks
1	Firm Evaluation, including Company and Key Project Credentials	30
2	Key Personnel Evaluation	70
	Total Technical Score	**100**

3.1.3 Only those Applicants whose Technical Proposals obtain a score of 60 marks or more out of 100 marks shall qualify for further consideration and opening of their Financial Proposals.

3.1.4 The qualified Applicants shall be ranked from highest to lowest based on their respective Technical Scores, designated as ST.

3.1.5 Minimum score for Key Personnel: Each Key Personnel proposed by the Applicant shall satisfy the minimum qualifications and experience prescribed in the RFP.

The following minimum scoring requirements shall apply:

1.1.5. the Team Leader shall obtain at least 60% of the maximum marks allocated to the position, being a minimum of 8.4 marks out of 14 marks;

1.1.6. each of the remaining Key Personnel shall obtain at least 50% of the maximum marks allocated to the respective position.

1.1.7. the aggregate score of all Key Personnel shall not be less than 42 marks out of 70 marks;

1.1.8. the Proposal shall be rejected if:

a. the Team Leader obtains less than the minimum score prescribed above;

b. any two or more of the remaining Key Personnel obtain less than the minimum score prescribed for their respective positions; or

c. the aggregate Key Personnel score is less than 42 marks out of 70 marks.

3.1.6 Where only one Key Personnel, other than the Team Leader, obtains less than the prescribed minimum score, the Authority may require the Selected Applicant to replace such Key Personnel during negotiations with a person possessing equal or higher qualifications and experience and capable of obtaining the prescribed minimum score.

3.1.7 Substitution under this Clause shall not entitle the Applicant to any revision in its Financial Proposal.

3.1.8 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Criteria	Maximum marks
1	Company and Key Project Credentials	A maximum of three Eligible Assignments shall be considered	**30**
1.1	Core Sector Projects	10 marks for each eligible airport-sector assignment	30
1.2	Non-Core Sector Projects	7 marks for each eligible non-core sector assignment, subject to the overall maximum under Item 1	Included within the maximum of 30
	Maximum Firm Evaluation Score		**30**

3.1.9 Firm Evaluation methodology

For the Firm Evaluation:

a. A minimum of 2 (two) Eligible Assignments is required for qualification under Clause 2.2.2(A).
b. A maximum of 3 (three) Eligible Assignments shall be considered for technical scoring.
c. At least 1 (one) of the assignments relied upon for minimum eligibility shall be a Core Sector Airport Assignment.
d. Each Core Sector Airport Assignment shall carry 10 marks.
e. Each Non-Core Sector Assignment shall carry 7 marks.
f. The maximum Firm Evaluation Score shall not exceed 30 marks.
g. An assignment relied upon for satisfying minimum eligibility may also be considered for scoring.
h. Where more than 3 (three) assignments are submitted for scoring, only the 3 (three) assignments specifically identified by the Applicant in Form-8 shall be evaluated.
i. An assignment shall not be scored under both the Core Sector and Non-Core Sector categories.
j. No additional marks shall be awarded merely because the project capacity, project cost or consultancy fee exceeds the applicable minimum threshold.

3.1.10 Key Personnel Evaluation

A maximum of three Eligible Assignments shall be considered for each Key Personnel.

Item Code	Key Personnel	Project experience criteria	Additional airport-specific criteria	Maximum marks
2.1	Team Leader	4 marks for each airport-sector assignment and 2 marks for each non-core sector assignment, subject to a maximum of 12 marks	2 additional marks for having led at least one operational airport, airport O&M, OMDA, concession-monitoring or operational-airport Capital Works assignment	14
2.2	Airport Operations Expert	2 marks for each Airport Assignment, subject to maximum 6 marks. Non-Core Assignments shall not be scored.	2 marks for terminal operations, airside management, airport KPIs, service-quality or O&M experience at an airport of at least 5 MPPA	8
2.3	Civil, Structural and Airfield Pavement Expert	2 marks for each Airport Assignment and 1 mark for each Non-Core	1 mark for airfield pavement or Capital Works experience at an operational airport	**7**
2.4	Airport IT and Systems Expert	2 marks for each Airport Assignment, subject to maximum 6 marks. Non-Core Assignments shall not be scored.	2 marks for operational experience covering major Airport IT, baggage, passenger-processing or security systemsdatabase systems	8
2.5	EHS Expert	2 marks for each airport-sector assignment and 1 mark for each non-core sector assignment, subject to a maximum of 6 marks	1 additional mark for operational airport safety, airside safety, environmental compliance or airport safety-management systems	**7**
2.6	Mechanical Expert	2 marks for each airport-sector assignment and 1 mark for each non-core sector assignment, subject to a maximum of 6 marks	No separate additional mark	6
2.7	Quality Assurance/Control Expert	2 marks for each airport-sector assignment and 1 mark for each non-core sector assignment, subject to a maximum of 6 marks	1 mark for airport Capital Works, airport O&M quality audit or asset-condition experience	**7**

2.8	Electrical Expert	2 marks for each airport-sector assignment and 1 mark for each non-core sector assignment, subject to a maximum of 6 marks	No separate additional mark	6
2.9	Financial and Contract Expert	2 marks for each Airport or PPP infrastructure assignment and 1 mark for each other Non-Core Assignment, subject to maximum 6 marks	1 mark for airport concession, OMDA, Change of Scope, claims, EOT or Damages-assessment experience	**7**
	Total Key Personnel Score			**70**

3.1.11 Key Personnel scoring methodology

The Key Personnel shall be evaluated in accordance with the following principles:

1.1.9. **Maximum number of assignments:** A maximum of 3 (three) Eligible Assignments shall be considered for evaluation of each Key Personnel.

1.1.10. **Assignments identified by the Applicant:** The Applicant shall clearly identify, in the prescribed forms, the three assignments proposed for evaluation of each Key Personnel. Where more than three assignments are submitted, only the first three assignments identified by the Applicant shall be considered.

1.1.11. **Scoring of Airport Assignments:** An Eligible Assignment undertaken at a commercial civil airport satisfying the requirements of a Core Sector Assignment shall be treated as an Airport Assignment and shall be awarded marks as specified in the Key Personnel Evaluation table.

1.1.12. **Scoring of Non-Core Assignments:** An Eligible Assignment undertaken in a Non-Core Sector shall be awarded marks as specified in the Key Personnel Evaluation table.

Non-Core Assignments shall not be considered for the Airport Operations Expert and the Airport IT and Systems Expert, for whom airport-sector experience is mandatory.

1.1.13. **Project-experience marks:** Project-experience marks shall be awarded as follows:

a. for the Team Leader, 4 marks for each Airport Assignment and 2 marks for each Non-Core Assignment, subject to a maximum of 12 marks;

b. for the Airport Operations Expert, 2 marks for each Airport Assignment, subject to a maximum of 6 marks;

c. for the Airport IT and Systems Expert, 2 marks for each Airport Assignment, subject to a maximum of 6 marks;

d. for each of the other Key Personnel, 2 marks for each Airport Assignment and 1 mark for each Non-Core Assignment, subject to the maximum project-experience marks allocated to the respective position; and

e. for the Financial and Contract Expert, an eligible airport or PPP infrastructure assignment shall carry 2 marks, while any other eligible Non-Core Assignment shall carry 1 mark, subject to a maximum of 6 marks.

f.

1.1.14. Additional airport-specific marks

Additional airport-specific marks shall be awarded as follows:

Key Personnel	**Additional airport-specific marks**
Team Leader	2 marks
Airport Operations Expert	2 marks
Civil, Structural and Airfield Pavement Expert	1 mark
Airport IT and Systems Expert	2 marks
EHS Expert	1 mark
Mechanical Expert	Nil
QA/QC and Asset Condition Expert	1 mark
Electrical Expert	Nil
Financial and Contract Expert	1 mark

Note: A maximum of three Eligible Assignments shall be considered for each Key Personnel. Airport and Non-Core Assignments shall be awarded marks as specified above. Additional airport-specific marks shall be awarded only once for each Key Personnel upon demonstration of the position-specific experience prescribed in this RFP. An assignment shall be considered only where the Key Personnel has worked in the proposed or an equivalent position for at least 12 months, or for the full duration of the relevant specialised activity where such duration was shorter. Each assignment shall be supported by satisfactory documentary evidence specifying the project, airport capacity where applicable, scope, position, responsibilities and deployment period. An assignment shall not be scored under both Airport and Non-Core categories, and the score shall not exceed the maximum marks allocated to the respective position.

3.2 Eligible Assignments

For determining compliance with the Conditions of Eligibility and for evaluation of Technical Proposals, an assignment shall qualify as an "Eligible Assignment" only where the Applicant has provided Independent Engineer, Project Management Consultancy, supervision, monitoring, operation and maintenance monitoring, asset management, technical audit, concession-compliance monitoring, operational-readiness, testing and commissioning, or substantially similar professional consultancy services in respect of a project satisfying the requirements set out below.

3.2.1 The Eligible Assignments shall be classified into the following sectors:

3.2.2 **A Core Sector Project**: A "Core Sector Airport Assignment" means an Eligible Assignment undertaken in relation to a commercial civil airport satisfying either of the following:

(a) a design passenger-handling capacity of not less than 5 (five) million passengers per annum (5 MPPA); or

(b) actual passenger traffic of not less than 5 (five) million passengers in any one financial year during the period of the assignment.

3.2.2.1 The assignment shall comprise one or more of the following:

a. Independent Engineer services;
b. Project Management Consultancy services;
c. supervision or monitoring of airport development, construction, expansion, modernisation or Capital Works;
d. monitoring of operation and maintenance of an airport;
e. monitoring of compliance with an Operations, Management and Development Agreement, Concession Agreement or other airport PPP arrangement;
f. airport asset management, lifecycle planning or condition assessment;
g. technical audit of airport infrastructure, facilities or systems;
h. monitoring of Key Performance Indicators, Service Quality Requirements or Maintenance Requirements;
i. operational readiness, testing, commissioning or transition services; or
j. monitoring of Residual Works or Capital Works undertaken at an operational airport.

3.2.2.2 Provided that, in the case of an assignment relating to development, construction, expansion, modernisation or Capital Works, the relevant works shall have been completed or at least 90% (ninety per cent) completed as on the Proposal Due Date.

3.2.2.3 Provided further that, in the case of an assignment relating to operation and maintenance monitoring, concession-compliance monitoring, asset management or technical audit, the Applicant shall have completed at least 24 (twenty-four) months of services as on the Proposal Due Date or the entire prescribed duration of the assignment, where such duration was less than 24 (twenty-four) months.

3.2.2.4 The scope of services performed by the Applicant shall have been materially relevant to the Consultancy and shall have covered the airport as a whole or one or more major airport components, systems or operational functions.

3.2.2.5 Assignments involving only minor, isolated or incidental services at an airport shall not be considered as Core Sector Projects.

3.2.3 Non-Core Sector work: Any other infrastructure projects comprising Commercial/ institutional buildings/retail/offices/hotels/ Logistic Park/ Hospital/Residential township undertaken by the Applicant shall be considered:

3.2.3.1 Provided that the estimated capital cost of the project exceeds Rs.2300 crores (Rupees Two thousand three hundred crores only) completed in last 10 years prior to Bid Due Date. For conversion purpose the foreign exchange rates as on Bid Due Date shall be applicable.

3.2.3.2 Provided that the construction of the Eligible Assignment has been at least 90% completed.

3.2.3.3 In support of the information, copies of experience certificates issued by clients shall be enclosed indicating the details of the project viz nature of project, date of project start & completion and completion cost. The certificate shall also indicate nature of work/assignment carried out by the agency, date of start and completion of Consultancy and consultancy fee received for the consultancy assignment. The work orders/agreement copies may also be submitted for validating.

3.2.3.4 In respect of executed works/assignments, if completion certificates from client is not available, the bidder should enclose a certificate, for the work/assignment, duly certified by a statutory auditor, indicating the details as specified above.

3.2.3.5 Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 4.60 (Four Crore Sixty Lakhs) crore.

3.2.4 Period of Assignments

3.2.4.1 Only those Eligible Assignments that have been completed or substantially performed during the 10 (ten) years preceding the Proposal Due Date shall be considered.

3.2.4.2 In the case of an ongoing operation and maintenance, asset-management, concession-monitoring or technical-audit assignment, the period of services completed during the aforesaid 10 (ten)-year period shall be considered, subject to fulfilment of the minimum service period specified herein.

3.2.4.3 Documentary Evidence

Each Eligible Assignment shall be supported by:

a. client certificate specifying the project name, project nature, location, project cost or airport capacity, scope of consultancy, commencement date, completion or progress status and consultancy fees; and

b. work order, letter of award or consultancy agreement evidencing the scope and contractual role of the Applicant.

Where an assignment is ongoing, the client certificate shall specify the services completed up to the Proposal Due Date.

If a client certificate is unavailable, a certificate from the Applicant's Statutory Auditor may be accepted only for verifying financial information. Technical scope, role, completion status and airport capacity shall be supported by the contract, work order, public authority certificate or other documentary evidence acceptable to the Authority.

Self-certification by the Applicant shall not, by itself, constitute sufficient evidence of an Eligible Assignment.

3.3 Short-listing of Applicants

3.3.1 Subject to satisfying all Conditions of Eligibility, only those Applicants obtaining a Technical Score of not less than 60 marks out of 100 marks and satisfying the minimum Key Personnel scoring requirements under Clause 3.1 shall be qualified for opening of their Financial Proposals.

Not more than 5 (five) highest-ranked technically qualified Applicants shall be shortlisted for financial evaluation.

If fewer than 2 (two) Applicants obtain the minimum Technical Score or otherwise qualify under the RFP, the Authority may:

a. proceed with the Selection Process where at least one responsive and technically qualified Proposal remains, subject to applicable procurement requirements and approval of the competent authority; or

b. annul the Selection Process and invite fresh Proposals.

Under no circumstances shall an Applicant scoring less than the prescribed minimum Technical Score or failing a minimum eligibility condition be shortlisted by relaxation of the qualification criteria after receipt of Proposals.

3.4 Evaluation of Financial Proposal

3.4.1 In the second stage, the financial evaluation will be carried out as per this Clause

3.4.2 Each Financial Proposal will be assigned a financial score (SF).

3.4.3 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.

3.4.4 APADCL 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 firm to be compensated and the liability to fulfil its obligations as per the TOR within the 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:

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

$$F = amount\ of\ Financial\ Proposal$$

3.5 Combined and final evaluation

3.5.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

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

3.5.2 Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively2.

3.5.3 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

3.5.4 Tie-Breaking: Where two or more Applicants obtain the same Combined Score, calculated and rounded to two decimal places, the Applicant obtaining the higher Technical Score shall be ranked higher. Where the Technical Scores are also equal, preference shall be given sequentially to the Applicant having: (i) the higher Key Personnel Evaluation Score; (ii) the higher Team Leader score; (iii) the higher combined score of the Airport Operations Expert and Airport IT and Systems Expert; (iv) the higher number of scored Core Sector Airport Assignments; (v) the higher number of scored operational-airport, airport O&M, OMDA or concession-monitoring assignments; and (vi) the lower Evaluated Financial Proposal. If the tie continues, ranking shall be determined through a draw of lots conducted by the Authority in the presence of the tied Applicants or their authorised representatives and recorded in writing. No new assignment or supporting document shall be accepted for resolving the tie.

4 FRAUD AND CORRUPT PRACTICES

4.1.1 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, the Authority 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, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1 herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority 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 the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority 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.

4.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

4.1.4 "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 the Authority 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

4.1.5 Agreement or arising therefrom, 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 the Authority, 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 the Authority in relation to any matter concerning the Project;

4.1.6 "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

4.1.7 "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;

4.1.8 "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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

4.1.9 "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 BID CLARIFICATIONS

There is no Pre-Proposal conference. Any queries by the prospective bidders are to be communicated through email addressed to md-apadcl@ap.gov.in & cgmtechapadcl@gmail.com. The Reponses will be published on the official website of APADCL www.apadcl.com.

6 MISCELLANEOUS

6.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.1.2 The Authority and APADCL, in their sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

6.1.3 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.

6.1.4 consult with any Applicant in order to receive clarification or further information;

6.1.5 retain any information and/or evidence submitted to the Authority/ APADCL by, on behalf of and/or in relation to any Applicant; and/or

6.1.6 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.

6.1.7 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority and APADCL, their 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.

6.1.8 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority and APADCL. The APADCL will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.1.9 The APADCL reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

Schedule–1: TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

6.1 Definitions and Interpretation

6.1.1 Words and expressions beginning with capital letters and used but not defined in this TOR shall, unless repugnant to the context, have the meanings assigned to them in the Agreement.

6.1.2 References to Articles, Clauses and Schedules shall be references to the Agreement unless expressly stated otherwise. References to Paragraphs shall be references to this TOR.

6.1.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

1.1.15. "**Development Works during the Operational period**" means Residual Works, outstanding punch-list works, defect and deficiency rectification works, warranty-related works, modifications, rehabilitation and major maintenance works, renewals and replacements, ongoing and planned Capital Works, capacity-augmentation works, enabling and temporary works, testing and commissioning of new or modified facilities and trigger-based phase-wise expansion works undertaken by or on behalf of the Concessionaire during the Operation Period.

1.1.16. "**State Support Works**" means all ongoing and future works, services, facilities, utilities, infrastructure and measures connected with the development, operation, accessibility, capacity augmentation or expansion of the Airport that are undertaken, funded, facilitated, coordinated or caused to be undertaken by the Authority, Government of Andhra Pradesh, APADCL, any State Government department or agency, local authority, statutory body, public-sector undertaking, utility service provider or other agency nominated by the Authority.

1.1.17. "**Residual Works**" means incomplete Construction Works, outstanding punch-list works, defect rectification works, pending Tests, warranty-related works or other obligations remaining incomplete or unresolved after COD.

1.1.18. "**Operational Requirements**" means the Operations and Maintenance Requirements, Maintenance Requirements, Safety Requirements, Key Performance Indicators, service-quality requirements, Specifications and Standards, statutory approvals, licence conditions, approved manuals and other obligations applicable to operation and maintenance of the Airport under the Agreement.

1.1.19. "**Safety-Critical Matter**" means a condition, defect, deficiency, act, omission, failure or proposed activity that presents or may present an immediate or material risk to aircraft operations, passengers, Airport Users, personnel, Project Assets, essential services, continued Airport operations or regulatory compliance.

6.1.4 For clauses relating to directions, testing, suspension, certification, payment, Damages or contractual enforcement against the Concessionaire, "Development Works" shall not include State Support Works unless the Independent Engineer is specifically authorised in writing by the Authority and the relevant State Support Works contract permits such function.

6.1.5 This TOR shall apply primarily to the operation and maintenance of the Project during the Operation Period and shall also apply to all development works undertaken during the term of appointment of the Independent Engineer, including:

(a) Residual Works;

(b) outstanding punch-list works;

(c) defect and deficiency rectification works;

(d) warranty-related works;

(e) modifications to the Airport or Project Assets;

(f) renewals and replacements;

(g) rehabilitation and major maintenance works;

(h) ongoing and planned Capital Works relating to the Airport;

(i) ongoing and future State Support Works;

(j) capacity-augmentation works;

(k) enabling and temporary works;

(l) testing and commissioning of new, modified, replaced, rehabilitated or expanded facilities;

(m) trigger-based phase-wise expansion works; and

(n) any other development works required to be undertaken in accordance with the Agreement or referred to the Independent Engineer by the Authority during the term of its appointment.

6.1.6 For the avoidance of doubt, the Independent Engineer shall provide comprehensive services for monitoring compliance by the Concessionaire with all relevant provisions of the Agreement relating to the operation, maintenance, management and development of the Airport.

6.1.7 The duties specified in this TOR are indicative and not exhaustive and shall not limit the obligation of the Independent Engineer to perform any other duty or function:

(a) assigned to the Independent Engineer under the Agreement;

(b) specified in this RFP or the Independent Engineer Agreement;

(c) referred to it by the Authority in accordance with the Agreement; or

(d) reasonably necessary for monitoring compliance with the Agreement.

6.1.8 The appointment of the Independent Engineer shall be for a period of 36 months from the date specified in the Letter of Award or Independent Engineer Agreement.

6.1.9 The Independent Engineer shall perform its duties in respect of all activities, obligations, works and services falling within the said period, including ongoing or planned Capital Works, State Support Works, modifications, renewals, replacements and phase-wise expansion activities that are initiated, under implementation, likely to be triggered or referred to the Independent Engineer during that period.The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR.

6.2 Scope

6.2.1 These Terms of Reference for the Independent Engineer ("TOR") are being specified pursuant to the Concession Agreement dated 12-06-2020 ("Agreement"), which has been entered into between the APADCL (Authority) and GVIAL ("Concessionaire") for the Alluri Sita Rama Raju International Airport at Bhogapuram in Vizianagaram District, Andhra Pradesh (the "Project") through Public Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis.

6.3 Role and functions of the Independent Engineer

The role and functions of the Independent Engineer shall include the following:

6.3.1 Operation and Maintenance

a. comprehensive review, inspection, monitoring and audit of operation and maintenance of the Airport;
b. verification of compliance with the Operational Requirements;
c. review and monitoring of the condition, availability, reliability, maintainability and performance of Project Assets;

d. review of the annual maintenance programme, asset-management plan, lifecycle plan and renewal and replacement plan;
e. review of monthly and quarterly O&M reports, KPI reports, service-quality reports, incident reports and asset-performance reports;
f. review of incidents, breakdowns, service disruptions, recurring failures and corrective and preventive actions; and
g. review of applicable licences, approvals and conditions thereof, without relieving the Concessionaire of its responsibility for obtaining and maintaining the same.

6.3.2 Development Works during the Operation Period

a. Review of the Master Plan, Development Plan, designs, Drawings, specifications and documents relating to Development Works during the Operation Period;
b. Review, inspection and monitoring of such works;
c. Review and witnessing of Tests relating to Residual Works and new, modified, rehabilitated, replaced or expanded facilities;
d. Issuing or recommending Completion, Provisional Completion, Phase Completion or operational acceptance where required under the Agreement;
e. Verification and monitoring of traffic, capacity, service-level and other triggers for phase-wise expansion; and
f. Coordination with the Authority and Concessionaire for timely implementation and completion of such works.

6.3.3 State Support Works

a. review, inspection and monitoring of State Support Works referred by the Authority;
b. review of technical, physical, utility, programme and operational interfaces between State Support Works and the Airport; and
c. coordination, through the Authority, with concerned departments, executing agencies, local authorities, utilities and other stakeholders.

6.3.4 Contractual and Other Functions

a. inspection and monitoring of compliance with the Divestment Requirements;
b. determining costs and their reasonableness where required under the Agreement;
c. determining time periods and extensions where required under the Agreement;
d. determining Damages where expressly required under the Agreement;
e. assisting the Parties in dispute avoidance and resolution; and

f. performing all other duties and functions assigned to the Independent Engineer under the Agreement.

6.3.5 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner consistent with the highest standards of professional integrity and Good Industry Practice.

6.3.6 Review, inspection, monitoring, witnessing, comment, non-objection, recommendation, determination or certification by the Independent Engineer shall not relieve the Concessionaire, any contractor, designer, supplier, executing agency, supervising consultant or other person of its contractual, statutory, technical, quality, safety or performance obligations.

6.3.7 The Independent Engineer shall immediately notify the Authority and the Concessionaire of any Safety-Critical Matter and shall recommend such interim controls, isolation, restriction, suspension, additional inspection, testing or rectification as may be necessary for protecting Airport operations and safety.

6.3.8 The Detailed Scope of work is further as below:

6.4 Operation & Maintenance Period

6.4.1 In respect of the Drawings, Documents and reports received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

6.4.2 The Independent Engineer shall review the annual maintenance programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the maintenance programme.

6.4.3 The Independent Engineer shall review the monthly and quarterly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

6.4.4 The Independent Engineer shall inspect the Airport, once every month, preferably after receipt of the monthly and quarterly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case and make out an O&M inspection report setting forth an overview of the status, quality and safety of O&M including its conformity with the Key Performance Indicators, Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Airport. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

6.4.5 The Independent Engineer may inspect the Airport more than once in a month, if any lapses, defects or deficiencies require such inspections.

6.4.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Airport is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

6.4.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule I, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

6.4.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable for such delay.

6.4.9 The Independent Engineer shall examine the request of the Concessionaire for closure of the Airport for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in traffic and the time required for completing such maintenance/ repair in accordance with Good Industry Practice. .

6.4.10 In the event that the Concessionaire notifies the Authority and the Independent Engineer of any modifications that it proposes to make to the Airport, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

6.4.11 The Independent Engineer shall, at least once every month, conduct an audit of the systems installed by the Concessionaire, to check its accuracy.

6.4.12 The Independent Engineer shall at the end of the Concession Period (including, extension , if any) provide assistance on transfer of the Project Assets from the Concessionaire to the Authority and assist the Authority in undertaking all necessary activities required for issuance of Vesting Certificate to the Concessionaire in accordance with the terms of the Agreement.

6.4.13 Without prejudice to Paragraphs 6.1 to 6.12, the Independent Engineer shall undertake comprehensive review, inspection, monitoring and audit of operation and maintenance of the Airport to verify compliance by the Concessionaire with:

a. The Agreement.
b. Operations and Maintenance Standards and Requirements.
c. Maintenance Requirements.
d. Key Performance Indicators.
e. service-quality requirements.
f. Safety Requirements.
g. Specifications and Standards.
h. approved maintenance and operational manuals;
i. statutory approvals and conditions thereof; and
j. Good Industry Practice.

6.4.14 In reviewing the annual maintenance programme under Paragraph 6.2, the Independent Engineer shall assess:

a. preventive maintenance;
b. predictive and condition-based maintenance;
c. corrective and breakdown maintenance;

d. statutory inspection and testing;
e. compliance with original equipment manufacturer recommendations;
f. manpower and competency;
g. tools, testing equipment and calibrated instruments;
h. critical spares and consumables;
i. maintenance shutdown windows;
j. maintenance backlog and deferred maintenance;
k. temporary repairs and permanent-rectification plans;
l. recurring failures;
m. planned renewal and replacement;
n. technology and system obsolescence;
o. maintenance budgets and cost reasonableness, where required;
p. risks to Airport safety and service continuity;
q. coordination with traffic and operational requirements; and
r. contingency and restoration arrangements.

6.4.15 In reviewing the monthly and quarterly status reports under Paragraph 6.3, the Independent Engineer shall verify:

a. Key Performance Indicator compliance.
b. service-quality performance.
c. asset and system availability.
d. reliability and downtime.
e. planned maintenance against completed maintenance.
f. pending and overdue work orders;
g. recurring defects and breakdowns.
h. temporary repairs.
i. response and restoration time;
j. safety incidents;
k. operational disruptions.
l. relevant complaints;
m. statutory Tests, inspections, permits and licences;
n. environmental-compliance status;
o. staffing and competency;
p. critical-spares and vendor-support status;
q. modifications and Capital Works;

r. status of previous Findings;

s. asset-lifecycle and obsolescence risks; and

t. any other matter materially affecting Airport operations or compliance with the Agreement.

6.4.16 The Independent Engineer may examine or obtain sample extracts from:

a. the computerized maintenance-management system;

b. the asset register;

c. maintenance work orders;

d. system and equipment logs;

e. incident and breakdown records;

f. complaint-management records;

g. Airport Operational Database records;

h. service-quality measurement systems;

i. Test and calibration records;

j. statutory inspection records;

k. staffing and training records;

l. stores and spares records;

m. maintenance-contract records; and

n. availability and downtime records.

Where information furnished by the Concessionaire is inaccurate, incomplete or inconsistent, the Independent Engineer shall identify the discrepancy, seek correction, assess its contractual implication and monitor the matter to closure.

6.4.17 **O&M Inspection Report:** In addition to Paragraph 6.4, the O&M Inspection Report shall include:

a. executive assessment of O&M performance.

b. material changes since the previous inspection.

c. KPI and service-quality compliance.

d. Maintenance Requirements and Safety Requirements compliance.

e. condition and performance of material Project Assets;

f. operational defects and deficiencies.

g. recurring failures;

h. temporary repairs;

i. overdue maintenance;

j. statutory compliance matters;

k. Tests or investigations required;

l. corrective actions and responsible entity;

m. rectification periods;
n. status of previous Findings;
o. operational risks and interim controls;
p. status of ongoing and planned Capital Works; and
q. supporting evidence, subject to applicable security restrictions.

6.4.18 **Classification of Findings:** The Independent Engineer shall classify Findings as:

a) Critical, where the Finding presents an immediate or material risk to safe or lawful operation, aircraft operations, passengers, Airport Users, essential services or material Project Assets;
b) Major, where the Finding constitutes or may constitute a material contractual breach or materially affects availability, reliability, service quality, performance or lifecycle;
c) Minor, where the Finding is a localised deficiency requiring rectification but does not presently have a material effect on Airport operations; or
d) Observation, where the matter represents an emerging trend, opportunity for improvement or matter requiring monitoring.

For every Finding, the Independent Engineer shall specify corrective action, responsibility, target date, interim control and verification required for closure.

6.4.19 The Independent Engineer shall inspect and monitor operation and maintenance of:

6.5 Development works during the operations period

6.5.1 During the Operation Period, the Independent Engineer shall undertake a detailed review of the Master Plan, Development Plan, designs, Drawings and supporting documents furnished in relation to:

1.1.20. Residual Works;
1.1.21. outstanding punch-list works;
1.1.22. defect and deficiency rectification works;
1.1.23. warranty-related works;
1.1.24. modifications to the Airport and Project Assets;
1.1.25. renewal and replacement works;
1.1.26. rehabilitation and major maintenance works;
1.1.27. ongoing and planned Capital Works relating to the Airport;
1.1.28. State Support Works relating to Airport development;
1.1.29. capacity-augmentation works;

1.1.30. enabling and temporary works;

1.1.31. trigger-based phase-wise expansion works;

1.1.32. testing and commissioning of new, expanded or modified facilities; and

1.1.33. any other development works undertaken or required to be undertaken in accordance with the Agreement during the term of appointment of the Independent Engineer.

6.5.2 The Independent Engineer shall review the supporting data and documents, including:

(a) design basis reports;

(b) topographical and obstacle surveys;

(c) geotechnical investigations;

(d) hydrological and drainage investigations;

(e) pavement investigations;

(f) structural-condition assessments;

(g) utility surveys;

(h) traffic and capacity studies;

(i) passenger and baggage-flow studies;

(j) environmental studies;

(k) construction methodology;

(l) construction safety assessment;

(m) quality-assurance procedures;

(n) implementation programme;

(o) testing and commissioning plan; and

(p) operational-readiness and handback documents.

6.5.3 The Independent Engineer shall complete the review and send its comments or observations to the Authority and Concessionaire within 15 days of receipt of materially complete documents.

6.5.4 The comments shall specify the conformity or otherwise of the proposed works with:

(a) the Master Plan;

(b) the Development Plan;

(c) the Scope of the Project;

(d) Specifications and Standards;

(e) Maintenance Requirements;

(f) Safety Requirements;

(g) Operational Requirements;

(h) applicable statutory requirements;

(i) Good Industry Practice; and

(j) the Agreement.

6.5.5 The scope of design and document review shall include:

(a) review of the design basis.

(b) conformity with the approved Master Plan and Development Plan;

(c) compatibility with existing Airport operations.

(d) compatibility with existing Project Assets and systems;

(e) adequacy of design capacity.

(f) constructability within an operational Airport;

(g) maintainability and access for maintenance;

(h) redundancy and resilience;

(i) operational and safety interfaces;

(j) temporary works and phased implementation;

(k) operational cutover and handback;

(l) future expansion capability;

(m) asset life and lifecycle cost;

(n) availability of spares and technical support;

(o) technology obsolescence;

(p) statutory and operational approvals;

(q) quantities and cost reasonableness where required; and

(r) financial, programme and operational implications of material deviations.

6.5.6 The Independent Engineer shall review designs, Drawings, specifications and procurement documents relating to Development Works during the Operation Period and shall submit its comments to the Authority.

6.5.7 Where required under the Agreement or referred by the Authority, the Independent Engineer shall verify the items and quantities included in the bill of quantities or cost estimate and identify any material deviation from the Master Plan, Development Plan, Scope of the Project or Specifications and Standards, together with the corresponding:

(a) technical implications;
(b) financial implications;

(c) operational implications;
(d) safety implications; and
(e) programme implications.

6.5.8 Where required under the Agreement or referred by the Authority, the Independent Engineer shall review the procurement and award of contracts by the Concessionaire for Development Works during the Operation Period, including:

(a) technical conditions;
(b) design obligations;
(c) construction and completion requirements;
(d) testing and commissioning;
(e) commercial conditions;
(f) capability and experience of contractors;
(g) tendering procedure; and
(h) procedure for award of contract.

6.5.9 The Independent Engineer shall review modified Drawings and supporting documents relating to Development Works during the Operation Period and furnish its comments to the Authority and Concessionaire within 7 days of receipt of materially complete documents.

6.5.10 The Independent Engineer shall review the Drawings in accordance with Schedule J and the applicable provisions of the Agreement and shall furnish its comments within 7 days of receipt.

6.5.11 The Independent Engineer shall review the applicable safety report, construction safety assessment, operational risk assessment or management-of-change documentation and furnish its comments within 15 days of receipt, or within such shorter period as may be required for a Safety-Critical Matter.

6.5.12 The Independent Engineer shall review the detailed design, construction and implementation methodology, construction phasing, quality-assurance procedures, Inspection and Test Plans, procurement schedule, engineering schedule, implementation programme, operational-interface plan, testing and commissioning plan and operational-readiness plan and furnish its comments within 15 days of receipt of materially complete documents.

6.5.13 Upon reference by the Authority, the Independent Engineer shall review and comment on any EPC Contract, works contract, procurement document or other contract relating to Development Works during the Operation Period and furnish its comments within 7 days of receipt or within such other period specified by the Authority.

6.5.14 During the Operation Period, the provisions of this Paragraph 4 shall apply, mutatis mutandis, to the review of the Master Plan, Development Plan, designs, Drawings, specifications, procurement documents and contracts relating to:

a. Residual Works.
b. modifications.
c. renewals and replacements.
d. rehabilitation and major maintenance works.
e. ongoing and planned Capital Works.
f. capacity-augmentation works; and
g. trigger-based phase-wise expansion works.

6.5.15 In reviewing designs and Drawings under Paragraph 4.7, the Independent Engineer shall

a. conformity with the Master Plan and Development Plan.
b. conformity with the Scope of the Project and Specifications and Standards.
c. adequacy of surveys, investigations and design data.
d. constructability within an operational Airport.
e. maintainability and access for maintenance.
f. compatibility with existing Project Assets and systems.
g. redundancy and resilience.
h. safety and operational interfaces.
i. temporary works and phased implementation.
j. operational cutover and handback;
k. future expansion capability.
l. asset life and lifecycle cost;
m. availability of spares and technical support.
n. technology obsolescence; and
o. statutory and operational approvals.

6.6 State Support Works

6.6.1 The provisions of this Paragraph 4 shall apply, mutatis mutandis, to any design, Drawing, survey, investigation, specification, estimate, programme, method statement or interface document concerning State Support Works referred to the Independent Engineer by the Authority.

6.6.2 The Independent Engineer shall review such documents with reference to:

(a) consistency with the Master Plan and Development Plan;
(b) technical and physical interfaces with the Airport;
(c) existing and proposed utility requirements;

(d) Airport-access and connectivity requirements;
(e) operational and construction-safety implications;
(f) future phase-wise expansion;
(g) implementation schedule;
(h) land, approvals and utility dependencies;
(i) protection of existing Airport infrastructure; and
(j) coordination required between the Authority, executing agency and Concessionaire.

6.7 Contractual and Other Functions

6.7.1 The Independent Engineer shall inspect the Construction Works once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection ("Inspection Report") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Airport. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

6.7.2 The Independent Engineer may inspect the Airport more than once in a month if any lapses, defects or deficiencies require such inspections.

6.7.3 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 5.5, the tests specified in the relevant manuals specified by the Authority in relation to structures, buildings and equipment ("Quality Control Manuals") or any modification/ substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

6.7.4 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten percent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals, provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten percent) for certain categories or types of tests.

6.7.5 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

6.7.6 In the event, the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.

6.7.7 In the event that the Concessionaire fails to achieve any of the Phase Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Airport is not feasible within the time specified in the Agreement, it shall, through the Authority, require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite the progress, and the period within which COD shall be achieved. Upon receipt of such a report from the Authority, the Independent Engineer shall review the same and send its comments to the Authority forthwith.

6.7.8 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction, or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

6.7.9 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works, the Authority may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

6.7.10 **Capital Works Register:** Within 30 days of commencement of its appointment, the Independent Engineer shall, in consultation with the Authority and the Concessionaire, prepare a consolidated register of:

a. ongoing Capital Works;
b. planned Capital Works;
c. Residual Works;
d. outstanding punch-list items;
e. pending Tests;
f. warranty and defect-liability matters;
g. proposed modifications;

h. proposed rehabilitation, major maintenance and replacement works; and

i. trigger-based expansion activities expected during the term.

6.7.11 The register shall specify the scope, status, responsible entity, contractual milestone, approval status, implementation schedule, operational implications, estimated cost, key risks and actions required for each work.

6.7.12 The register shall be updated at least monthly and included in the Monthly Inspection Report.

6.7.13 **Trigger-Based Expansion:** Where any traffic, capacity, service-level or other expansion trigger specified in the Agreement is achieved or is likely to be achieved during the term of appointment of the Independent Engineer, the Independent Engineer shall:

i. verify the source, accuracy and consistency of the underlying data;
ii. review the methodology adopted for assessing the trigger;
iii. review actual traffic and capacity utilisation against the applicable trigger;
iv. review the projected date of achievement of the trigger;
v. review the lead time required for planning, design, approvals, procurement, construction, testing and commissioning;
vi. review the Concessionaire's proposed expansion plan and implementation schedule;
vii. review conformity with the Master Plan, Development Plan, Scope of the Project and Specifications and Standards;
viii. review the capacity, sizing, phasing and operational integration of the proposed expansion;
ix. monitor the design, procurement, construction, testing, commissioning and operational readiness of expansion works undertaken during the Independent Engineer's term; and
x. furnish a reasoned report to the Authority and the Concessionaire.

6.7.14 **Works in the Operational Airport:** For works undertaken after commencement of commercial operations, the Independent Engineer shall review the Concessionaire's arrangements for maintaining safe and uninterrupted Airport operations, including:

i. work-zone segregation;
ii. access and haul routes;
iii. aircraft-stand closures;
iv. runway, taxiway and apron work windows;
v. passenger and baggage diversions;
vi. temporary facilities;
vii. utility shutdowns and backup arrangements;
viii. emergency access;
ix. Foreign Object Debris control;
x. temporary markings, signs, lighting and barricading;
xi. crane and obstacle controls;
xii. dust, smoke, glare and visibility controls;

xiii. contingency and restoration arrangements;
xiv. work permits and operational clearances;
xv. tool, equipment and material accountability; and
xvi. inspection and handback before reopening an operational area.

6.7.15 Testing and Certification

Any certification of commencement, Completion, Provisional Completion, Phase Completion or operational acceptance of Capital Works, modifications, expansion works or facilities required under the Agreement shall be performed by the Independent Engineer.

The Independent Engineer shall complete its review and issue the applicable certificate, or communicate the reasons for withholding such certificate, as soon as reasonably practicable after receipt of a complete request and supporting documents.

6.7.16 No certificate shall be issued unless the Independent Engineer is reasonably satisfied that:

i. The works conform to the Agreement, approved Drawings and Specifications and Standards;
ii. Required Tests have been satisfactorily completed;
iii. Safety-Critical defects have been rectified;
iv. Applicable approvals are available;
v. Operational interfaces have been demonstrated; and
vi. Completion and handover documents have been furnished.

6.7.17 Quarterly Presentation

The Independent Engineer shall make a quarterly presentation to the Authority on the status of ongoing and planned Capital Works, Residual Works, modifications and trigger-based expansion works, including:

a) physical and financial progress;
b) design and approval status;
c) procurement status;
d) quality and safety;
e) cost and schedule;
f) milestones;
g) operational interfaces;
h) risks and delays;
i) recovery measures;
j) Tests and commissioning;
k) operational readiness; and
l) decisions required from the Authority.

6.7.18 The Independent Engineer shall inspect and monitor operation and maintenance of:

a. passenger-terminal facilities.
b. cargo and operational buildings.

c. structural and architectural components;
d. roofs, façades and waterproofing.
e. passenger-processing areas;
f. accessibility facilities;
g. lifts, escalators and travelators;
h. passenger boarding bridges;
i. emergency exits and fire compartmentation;
j. signage.
k. kerbside facilities;
l. landside roads and parking;
m. pedestrian facilities;
n. public areas; and
o. landside drainage.

6.7.19 The Independent Engineer shall inspect and monitor maintenance, serviceability, redundancy, testing and performance of:

a. high-tension and low-tension electrical systems;
b. substations, transformers and switchgear;
c. diesel generators, UPS systems and batteries;
d. earthing and lightning protection;
e. airfield ground lighting and apron lighting;
f. HVAC and building-management systems;
g. water supply, sewage, treatment and stormwater systems;
h. pumps and utility systems;
i. fire detection and alarm systems;
j. hydrants, sprinklers and suppression systems;
k. smoke-control systems; and
l. other electrical and mechanical systems forming part of the Project.

6.7.20 The Independent Engineer shall inspect and monitor availability, integration, maintenance, resilience, backup, failover and performance of:

a. baggage-handling systems;
b. (b) Flight Information Display Systems;
c. (c) public-address systems;
d. (d) Airport Operational Database;
e. (e) common-use passenger-processing and self-service systems;

f. (f) visual docking-guidance systems;
g. (g) passenger boarding bridges;
h. (h) CCTV and access-control systems;
i. (i) perimeter systems;
j. (j) Airport networks and communication systems;
k. (k) master-clock systems;
l. (l) Airport resource-management systems;
m. (m) building-management systems; and
n. (n) other IT and Airport systems forming part of the Project.

Security-sensitive information shall be reported through restricted channels approved by the Authority.

6.7.21 The Independent Engineer shall verify compliance with applicable service-quality requirements and Key Performance Indicators, including:

a. passenger-processing and waiting time;
b. baggage-delivery performance;
c. equipment and system availability;
d. passenger boarding bridge availability;
e. lift, escalator and travelator availability;
f. terminal environmental conditions;
g. cleanliness and passenger amenities, where included in the Agreement;
h. complaint-response and resolution time;
i. asset-response and restoration time; and (j) other parameters specified in the Agreement.

6.7.22 The Independent Engineer shall verify source data, measurement methodologies, exclusions and calculations and determine Damages where assigned under the Agreement.

6.7.23 The Independent Engineer shall review, to the extent relevant under the Agreement:

a. hazard reporting;
b. safety-risk assessments;,
c. management of change;
d. incident, investigations;
e. root-cause analyses;
f. corrective and preventive action;
g. safety-performance trends;
h. emergency exercises; and
i. closure of safety-related Findings.

6.7.24 The Independent Engineer shall not perform or assume the statutory functions of the DGCA or any other regulatory authority.

6.7.25 Following any material incident, system failure or disruption, the Independent Engineer shall review:

a. chronology;
b. immediate response;
c. operational impact;
d. cause and contributory factors;
e. recovery and restoration;
f. compliance with the Agreement;
g. corrective and preventive action;
h. recurrence-prevention measures; and
i. any contractual consequence required to be determined.

6.7.26 The Independent Engineer shall submit its report within 7 days of receipt of the complete incident report and supporting records or within such shorter period as the Authority may specify for a Safety-Critical Matter.

6.7.27 The Independent Engineer shall maintain a register of material licences, approvals, permits and statutory inspections relevant to the Concessionaire's obligations, including:

a. issuing authority;
b. validity period;
c. material conditions;
d. renewal date;
e. responsible party;
f. compliance status; and
g. outstanding actions.

6.7.28 The Concessionaire shall remain solely responsible for obtaining, renewing and maintaining all licenses, approvals and permits.

6.7.29 The Independent Engineer shall review:

a. completeness and accuracy of the asset register;
b. asset criticality;
c. condition assessments;
d. maintenance history;
e. useful-life assumptions;

f. reliability and failure trends;
g. renewal and replacement planning;
h. critical-spares availability;
i. obsolescence risks;
j. OEM support;
k. vendor-service agreements; and
l. long-term compliance with Divestment Requirements.

6.7.30 The Independent Engineer shall prepare a risk-based annual programme covering, on a rotational basis:

a. maintenance-management systems;
b. asset registers;
c. work orders and inspection records;
d. stores and spares;
e. calibration;
f. staffing and competency;
g. training records;
h. incident management;
i. KPI source data;
j. statutory compliance;
k. complaints and service-quality records;
l. lifecycle and renewal records;
m. vendor performance; and
n. Capital Works and modification records.

6.7.31 The Independent Engineer shall make a quarterly presentation to the Authority covering:

a. O&M performance;
b. KPI and service-quality compliance;(c) asset condition;
c. material failures and disruptions;
d. maintenance backlog;
e. Safety-Critical Matters;
f. statutory compliance;
g. ongoing and planned Capital Works;
h. phase-wise expansion status;
i. material contractual issues;
j. cost, time and Damages determinations;

k. risks requiring intervention; and
l. decisions required from the Authority.

6.8 Termination

6.8.1 At any time, not earlier than 90 (ninety) days prior to Termination, but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Airport for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 35 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Airport is such that its repair and rectification would require a larger amount than the sum set forth in Clause 37.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

6.8.2 The Independent Engineer shall inspect the Airport once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 38, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

6.8.3 The Independent Engineer shall include a handback-readiness assessment in each Annual O&M and Asset Condition Report. The assessment shall identify:

a. condition and remaining life of material Project Assets;
b. deferred maintenance;
c. temporary repairs;
d. renewal and replacement requirements;
e. asset-record deficiencies;
f. availability of spares, software, licences and manuals;
g. environmental, statutory and safety liabilities; and
h. risks to compliance with the Divestment Requirements.

6.9 Determination of costs and time

6.9.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

6.9.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

6.9.3 Before determining any material cost, time, extension or Damages, the Independent Engineer shall give both Parties a reasonable opportunity to furnish relevant particulars and shall issue a reasoned written determination identifying:

a. the matter referred;
b. relevant provisions of the Agreement;
c. submissions received;
d. evidence relied upon;
e. analysis; and
f. determination.

6.10 Assistance in Dispute resolution

6.10.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.

6.10.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on Good Industry Practice and authentic literature.

6.11 Other duties and functions

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

6.12 Miscellaneous

6.12.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

6.12.2 The Independent Engineer shall retain at least 1 (one) copy each of Master Plan, all Drawings and Documents received by it, including „as-built" Drawings, and keep them in its safe custody.

6.12.3 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list the Master Plan, all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. 2 (Two) copies of the said documents shall also be furnished in their editable digital format or in such other medium or manner as may be acceptable to the Authority.

6.12.4 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

SCHEDULE–2: INDEPENDENT ENGINEER AGREEMENT

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AGREEMENT

INDEPENDENT ENGINEER AGREEMENT

This AGREEMENT (hereinafter called the "Agreement") is made on the .....……. day of the month of 20…, between, on the one hand, the [President of India acting through …….] (hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ……. (hereinafter called the "Independent Engineer" which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Government of Andhra Pradesh acting through the Andhra Pradesh Airports development corporation (APADCL) ("**The Authority"**) for development of Alluri Sita Rama Raju International Airport at Bhogapuram through PPP mode on DBFOT basis.

(B) The Government of Andhra Pradesh had appointed Infrastructure Corporation of Andhra Pradesh Ltd (APADCL) (the **"Tender Inviting Authority"**) as the as the nodal agency to provide transaction advisory services for appointment of Independent Engineer.

(C) The Tender Inviting Authority vide its Request for Proposal for SELECTION OF INDEPENDENT ENGINEER (hereinafter called the **"Independent Engineer"**) for the

Project (hereinafter called the "Project");

(D) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(E) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "LOA"); and

(F) in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

1.1. GENERAL

1.2. Definitions and Interpretation

1.2.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

(a) **"Additional Costs"** shall have the meaning set forth in Clause 6.1.2;

(b) **"Agreement"** means this Agreement, together with all the Annexes;

(c) **"Agreement Value"** shall have the meaning set forth in Clause 6.1.2;

(d) **"Applicable Laws"** means the laws and any other instruments having the force oflaw in India as they may be issued and in force from time to time;

(e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3;

(f) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.1.3 read with theprovisions of RFP;

(g) **"Dispute"** shall have the meaning set forth in Clause 9.2.1;

(h) **"Effective Date"** means the date on which this Agreement comes into force andeffect pursuant to Clause 2.1;

(i) **"Expatriate Personnel"** means such persons who at the time of being so hiredhad their domicile outside India;

(j) **"Government"** means the Government of;

(k) **"INR, Re.** or **Rs."** means Indian Rupees;

(l) **"Member"**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;

(m) **"Party"** means the Authority or the Consultant, as the case may be, and Parties means both of them;

(n) **"Personnel"** means persons hired by the Consultant or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof;

(o) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;

(p) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;

(q) **"Services"** means the work to be performed by the Consultant pursuant to thisAgreement, as described in the Terms of Reference hereto;

(r) **"Sub-Consultant"** means any entity to which the Consultant subcontracts any partof the Services in accordance with the provisions of Clause 4.7; and

(s) **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

1.2.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case

of anycontradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

(a) Agreement;

(b) Annexes of Agreement;

(c) RFP; and

(d) Letter of Award.

1.3. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of theAgreement; and

(b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.5. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.7. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenienceof reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.8. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Consultant, Communicated by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;

(b) in the case of the Authority, be given by e-mail and by letter delivered by hand andbe addressed to the Authority with a copy delivered to the Authority

Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e- mail and by registered acknowledgement due,air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.9. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices ofthe Consultant.

1.10. Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agreethat the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.11. Authorized Representatives

1.11.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.11.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

1.11.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel: .....

Mobile: .....

Email: .....

1.12. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

1.2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date when the Concessionaire starts the work. (the "Effective Date").

2.2. Commencement of Services

The Consultant shall commence the Services on the date when the Concessionaire starts the work i. e Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4. Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 3 (Three) years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the IE hereunder.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statementof the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the

Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7. Force Majeure

2.7.1. Definition

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in sofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

(a) Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimumof delay.

(b) Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and causeof such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this

Agreement or shall fail to perform any of its obligations under this Agreement, includingthe carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultantto remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority shall have the right, by not less than 30 (thirty) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 herein above, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any agreement with itscreditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

(d) the Consultants shall not terminate their engagement or change the key personnel of the Consultant without the consent of the Authority;

(e) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

(f) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

(g) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

(a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 60 (sixty)days after receiving written notice from the Consultant that such payment is overdue;

(b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 60 (sixty) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;

(c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

(a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performedprior to the date of termination;

(b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actuallyincurred prior to the date of termination; and

(c) except in the case of termination pursuant to sub-clauses (a) through

(d) (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

1.3. OBLIGATIONS OF THE CONSULTANT

3.

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2. Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the **"TOR"**) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2. Conflict of Interest

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply aftera period of 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/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to 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.

3.2.3. Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Agreement, any business or professional activities whichwould conflict with the activities assigned to them under this Agreement;
(b) after the termination of this Agreement, such other activities as may be specifiedin the Agreement; or
(c) at any time, such other activities as have been specified in the RFP as Conflict ofInterest.

3.2.4. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the

"Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date theConsultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, 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 actions of any person connected with the Selection Process (for removal of doubt, offering of employment oremploying or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue ofLOA 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 adviser the Authority in relation to any matter concerning the Project;

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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.

3.3. Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreementdisclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries createdor derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such ConfidentialInformation:

(a) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-

(b) Consultants and the Personnel of either of them;

(c) was obtained from a third party with no known duty to maintain its confidentiality;

(d) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(e) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Consultant

3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

(a) for any indirect or consequential loss or damage; and

(b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such aliability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, toa limit equal to 3 (three) times the Agreement Value.

3.5. Insurance to be taken out by the Consultant

(a) The Consultant shall, for the duration of this Agreement, take out and maintain,and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub- Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shallprocure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mentionthe Authority as the sole beneficiary of the Consultant or require an undertaking tothat effect.

3.5.2. The Parties agree that the risks and coverages shall include but not be limited to the following:

(a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore][3];

(b) Employer's liability and workers compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and

(c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit onthe policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of theAgreement. In case of consortium, the policy should be in the name of Lead Memberand not in the name of individual Members of the consortium.

3.6. Accounting, inspection and auditingThe Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Servicesprovided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

[3] This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to amaximum of Rs. 20 (twenty) crore.

3.7. Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any ofthe following actions:

(a) appointing such members of the Professional Personnel as are not listed in Annex–2.

(b) entering into a subcontract for the performance of any part of the Services, it beingunderstood (i) that the selection of the Sub- Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or

(c) any other action that is specified in this Agreement.

3.8. Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9. Documents prepared by the Consultant to be property of the Authority

3.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as **"Consultancy Documents"**) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform suchother acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its

Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3. The Consultant shall hold the Authority harmless and indemnified for any losses, claims,damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as „Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10. Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11. Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office andto all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it

shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligenceor inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptlycorrecting, at its own cost and risk, the drawings including any re-survey / investigations.

1.4. CONSULTANT"S PERSONNEL AND SUB-CONSULTANTS

4.

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2. Deployment of Personnel

4.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultants Personnel are described in Annex- 2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.

4.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or oneweek, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3. If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes ofthe Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause6.1.2.

4.3. Approval of Personnel

4.3.1. The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix–I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4. Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Withoutprejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5. Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of

the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6. Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall beresponsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the **"Project Manager"**) who shall be responsible for day to day performance of the Services.

4.7. Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub- Consultant. The hiring ofPersonnel by the Sub-Consultants shall be subject to the same conditions as applicable toPersonnel of the Consultant under this Clause 4.

1.5. OBLIGATIONS OF THE AUTHORITY

5.

5.1. Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

(a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;

(b) facilitate prompt clearance through customs of any property required for the Services; and

(c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3. Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is providedin Clause 6 of this Agreement.

1.6. PAYMENT TO THE CONSULTANT

6.

6.1. Cost estimates and Agreement Value

6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2. Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the **"Agreement Value"**). The Parties agree that the Agreement Value is Rs. …….

(Rupees. …….), which does not include the **Additional Costs** specified in Annex-5 (the "Additional Costs").

6.1.3. Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convertRupees into any foreign currency as per Applicable Laws.

6.3. Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

(a) The Consultant shall be paid on a quarterly basis against the lump-sum Agreement Value in accordance with the Payment Schedule set forth in Annex-6

(b) Each quarterly payment shall be equal to one-twelfth of the Agreement Value and shall be payable subject to satisfactory performance of the Services, approved deployment of Personnel, submission of the prescribed Monthly Inspection Reports, submission and acceptance of the Quarterly Inspection Report, completion of the quarterly presentation and submission of a complete and correct invoice.

(c) The Authority shall pay the undisputed amount within 30 days from receipt of a complete and correct invoice together with the supporting documents prescribed in Annex-6.

(d) The Authority may withhold or deduct amounts on account of non-deployment, short deployment, deficient performance, delayed deliverables, liquidated damages, Performance Security recovery, statutory deductions and other contractual recoveries.

(e) No Mobilization Advance shall be payable under this Agreement.

(f) All payments shall be made to the bank account notified by the Consultant.

1.7. LIQUIDATED DAMAGES AND PENALTIES

7.

7.1. Performance Security

7.1.1. The Authority shall recover proportionately from quarterly payments an aggregate amount not exceeding 5% of the Agreement Value as security deposit component of the performance security against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2. The Performance Bank Guarantee and the Security Deposit shall be separate and cumulative and shall together constitute the total Performance Security. No additional retention shall be made towards Performance Security.

7.1.3. The balance of the Performance Security remaining after adjustment of all recoveries shall be released within 180 days after expiry or termination of the Agreement and completion of all contractual obligations.

7.2. Liquidated Damages

7.2.1. Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority ina reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

7.2.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or onthe reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

7.4. No Liability

In no event will Authority be liable for any consequential, indirect, exemplary, special,or incidental damages to the Consultant arising from or relating to this Agreement. The Authority's total cumulative liability payable by the Authority to the Consultant in connection with this Agreement, whether in contract or tort or otherwise, will not exceedthe amount of Rs. [•].

1.8. FAIRNESS AND GOOD FAITH

8.

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them and without detriment to the interest of either of them, and that, if during the term of thisAgreement either Party believes that this Agreement is operating unfairly, the Partieswill use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

1.9. SETTLEMENT OF DISPUTES

9.

9.1. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2. Dispute resolution

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under orout of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the **"Dispute"**) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon Special Chief Secretary/Principal Secretary/Secretary to Government Infrastructure and Investment Department Government of Andhra Pradesh and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settledwithin 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4. Arbitration

9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the **"Rules"**), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The

placeof such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2. There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment][4] shall be made in accordance with the Rules.

9.4.3. The arbitrators shall make a reasoned award (the **"Award"**). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets whereversituated.

9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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[4] Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 2 crore, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than Rs. 2 crore, the provision for a Board shall be retained. Depending upon the Agreement Value, one of the two square parentheses shall be deleted from Clause 9.4.2 prior to issuance of the RFP.

6.12.5 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED AND	**SIGNED, SEALED**
For and on behalf of	For and on behalf of
Consultant:	**Authority**
(Signature)	(Signature)
(Name)	**(Name)**
6.12.6 (Designation)	(Designation)
(Address)	**(Address)**

In the presence of:

1. _____
2. _____

Annex-1 Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2 Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-II)

Annex-4

Approved Sub-Consultant(s)

(Refer Clause 4.7)

(Reproduce as per Form-15 of Appendix-I)

Annex-5
Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-6 Payment Schedule

(Refer Clause 6.3)

9.4.6. Payment Milestones:

1. The Authority shall pay the Independent Engineer on a quarterly basis against the lump-sum price quoted by the Independent Engineer. The Agreement Value shall be paid in 12 (twelve) equal quarterly instalments during the Consultancy Period of 36 (thirty-six) months, as set out below:

Sl. No.	Payment Milestone	Payment Due	Percentage of Agreement Value
1	Quarterly payments for Quarters 1 to 11	At the end of each respective quarter	One-twelfth of the Agreement Value for each quarter, aggregating to 91.67%
2	Payment for Quarter 12 and completion of the assignment	At the end of Month 36	One-twelfth of the Agreement Value, being 8.33%
	Total		**100%**

9.4.7. Each quarterly payment shall be released subject to satisfactory performance of the Services, deployment of the Key Personnel and other Personnel in accordance with the approved Deployment Schedule, submission of the prescribed reports and completion of the quarterly presentation to the Authority.

Deliverables

2.1 Deliverables for each quarterly payment

The Independent Engineer shall submit the following deliverables for release of the respective quarterly payment:

1. The Independent Engineer shall submit an Inception Report within 30 (thirty) days from the Commencement Date.

The Inception Report shall include:

(a) mobilisation and deployment status of the Key Personnel and other Personnel;

(b) review of the Concession Agreement, Project documents, applicable manuals, standards, drawings and records;

(c) baseline status of Airport operations, maintenance, assets, systems and facilities as on the Commencement Date;

(d) baseline status of Residual Works, ongoing Capital Works, Planned Capital Works and other pending obligations of the Concessionaire;

(e) preliminary compliance matrix identifying the material obligations of the Authority and the Concessionaire under the Concession Agreement;

(f) proposed inspection, monitoring, testing, audit and reporting methodology;

(g) annual inspection, testing and reporting programme;

(h) initial risk register, including Safety-Critical Matters, material deficiencies and matters requiring urgent corrective action;

(i) list of documents, records, data and information required from the Authority and the Concessionaire;

(j) proposed formats for Monthly Inspection Reports, Quarterly Inspection Reports, Annual Reports and event-based reports;

(k) quality-assurance and document-control procedures; and

(l) any constraints, data gaps or matters requiring directions from the Authority.

The Inception Report shall be reviewed and approved by the Authority. The Independent Engineer shall incorporate the Authority's comments and submit the revised Inception Report within 7 (seven) days from receipt of such comments.

Submission and acceptance of the Inception Report shall form part of the deliverables for the first quarterly payment and shall not attract any separate or additional payment.

2. Three Monthly Inspection Reports for the relevant quarter, prepared and submitted in accordance with Annex-8;
3. Quarterly Inspection Report consolidating the findings of the Monthly Inspection Reports.
4. Review of the Quarterly Progress Report or Quarterly O&M Report submitted by the Concessionaire.
5. Status of operation and maintenance of the Airport and compliance with the applicable provisions of the Concession Agreement.
6. Status, progress, quality and safety of ongoing Capital Works, Residual Works and Planned Capital Works.
7. Details of lapses, defects, deficiencies and non-compliances observed during the quarter and the status of corrective actions.
8. Quarterly presentation to the Authority; and
9. Deployment and attendance records of the Key Personnel and other Personnel for the relevant quarter.

2.2 Deliverables for the final quarterly payment

In addition to the deliverables specified above, the Independent Engineer shall submit the following for release of the payment for Quarter 12:

1. Final status of pending lapses, defects, deficiencies and corrective actions.
2. Final status of ongoing Capital Works, Residual Works and Planned Capital Works.
3. Updated records and registers maintained during the Consultancy Period; and
4. Complete handover of all reports, records, drawings, data and documents generated or received during the assignment.

2.3 Event-based deliverables

6.12.7 The Independent Engineer shall submit all reports, certificates, determinations and recommendations required under the Concession Agreement and the Terms of Reference, including reports relating to Safety-Critical Matters, material incidents, system failures, special inspections, technical audits, testing, commissioning, cost, extension of time, delay, Damages and other matters referred to the Independent Engineer.

6.12.8 The above deliverables shall form part of the Services, and no separate payment shall be made in this regard.

3. Performance Security and Recovery from Quarterly Payments

6.12.9 The Independent Engineer shall furnish a Performance Bank Guarantee equal to 5% (five per cent) of the Contract Value in accordance with the Agreement.

6.12.10 The balance 5% (five per cent) of the Contract Value shall be recovered by deducting 5% (five per cent) from each quarterly payment until the cumulative recovery reaches 5% (five per cent) of the Contract Value.

6.12.11 The Performance Bank Guarantee and the amount recovered from the quarterly payments shall together constitute the total Performance Security equal to 10% (ten per cent) of the Contract Value. No additional retention shall be made towards Performance Security.

Note:

1. Each quarterly payment shall be equal to one-twelfth of the Agreement Value. The percentages shown in the table have been rounded off for presentation purposes.

2. The Independent Engineer shall conduct an inspection of the Airport at least once every month, preferably after receipt of the Monthly Progress Report or Monthly O&M Report from the Concessionaire and submit the Monthly Inspection Report to the Authority and the Concessionaire within 7 (seven) days from the date of inspection.

3. The Independent Engineer shall review the Quarterly Progress Report or Quarterly O&M Report submitted by the Concessionaire and submit its Quarterly Inspection Report to the Authority and the Concessionaire within 7 (seven) days from the date of receipt of the complete report and supporting information from the Concessionaire.

4. The Independent Engineer shall make a presentation to the Authority at the end of each quarter on the operation and maintenance of the Airport, compliance with the Concession Agreement and the status of ongoing Capital Works, Residual Works and Planned Capital Works.

5. The Independent Engineer shall submit its invoice at the end of each quarter along with the reports, deliverables, Personnel deployment records and other supporting documents specified above.

6. In case of non-deployment, short deployment or unauthorized absence of any Key Personnel or other Personnel, the corresponding remuneration shall be deducted proportionately from the respective quarterly payment.

7. The Authority may withhold an appropriate amount from the quarterly payment on account of non-performance or part-performance of the Services, delay in submission of reports, non-deployment of Personnel or submission of incomplete or deficient deliverables. Such withholding shall be separate from the recovery towards

Performance Security and may be released after rectification of the deficiency to the satisfaction of the Authority.

8. Any penalty, Damages or other contractual recovery shall be separately deducted in accordance with the Agreement and shall not be treated as part of the 5% recovery towards Performance Security.

9. GST shall be paid additionally at the applicable rate. Payments shall be subject to applicable statutory deductions, recovery towards Performance Security, penalties and other recoveries under the Agreement.

10. All costs and expenses required for performance of the Services, including Personnel costs, travel, accommodation, office establishment, equipment, communication, inspections, reports and documentation, shall be deemed to be included in the quoted lump-sum price unless expressly provided otherwise in the Agreement.

11. No Mobilization Advance shall be payable to the Independent Engineer.

12. Payment of any quarterly invoice shall not constitute acceptance of defective, deficient or incomplete Services and shall not prejudice any right or remedy available to the Authority under the Agreement.

Annex- 7

Bank Guarantee for Performance Security

(Refer Clause 2.21 & 7.1. of Independent Engineer Agreement)

Bank Guarantee No.: **[●]**
Date of Issue: **[●]**
Guaranteed Amount: **₹[●]**
Scheduled Expiry Date: **[●]**
Claim Expiry Date: **[●]**

To

The Managing Director
Andhra Pradesh Airports Development Corporation Limited
4th Floor, IHC Corporate Building
Mangalagiri, Guntur District – 522503
Andhra Pradesh, India
Hereinafter referred to as the **"Authority"**

2. Andhra Pradesh Airports Development Corporation Limited, having its office at the address stated above and hereinafter referred to as the "Authority," which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, having awarded to: …….. , having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. ……. dated …….. valued at Rs (Rupees), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the Selection of Independent Engineer for Monitoring the Concession Agreement in Respect of Operations, Management and Development of [official name of Airport] at Bhogapuram, Vizianagaram District, Andhra Pradesh Project, and The Consultant being required under the Agreement to furnish an unconditional and irrevocable Performance Bank Guarantee equal to **5% (five per cent) of the Agreement Value**, amounting to ₹**[____]** (Rupees **[_____] only**), as part of the Performance Security for the due, faithful and satisfactory performance of its obligations under the Agreement.

3. We, …….. (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding in aggregate: ₹____(Rupees _____ only), being 5% of the Agreement Value Rs (Rupees).

4. We, …… (indicate the name of the Bank), further agree that the Guarantee herein contained shall remain in full force and effect throughout the period required for due and satisfactory performance of the said Agreement and shall continue to remain valid and enforceable during:

   (a) the entire term of the Agreement, being 36 (thirty-six) months from the Commencement Date;
   (b) any extension, renewal, continuation or modification of the term of the Agreement; and
   (c) an additional claim period of 90 (ninety) days after the expiry or termination of the Agreement, including any extension thereof.

   This Guarantee shall accordingly remain valid and enforceable until …… [insert date falling 90 (ninety) days after the scheduled expiry date of the Agreement] (the**"Claim Expiry Date"**).
   Unless a written demand or claim under this Guarantee is received by us on or before the Claim Expiry Date, we shall be discharged from all liability under this Guarantee thereafter.
   Provided, however, that where a written demand or claim is received by us on or before the Claim Expiry Date, our liability in respect of such demand or claim shall continue until the same has been fully paid and discharged, notwithstanding the subsequent expiry of this Guarantee.

5. In the event of any extension, renewal or continuation of the Agreement, the Consultant shall procure an extension of this Guarantee so that it remains valid and enforceable throughout the extended period of the Agreement and for an additional claim period of 90 (ninety) days thereafter. Such extension shall be furnished to the Authority at least 30 (thirty) days before the expiry of the then-current validity of this Guarantee.

   If the Consultant fails to furnish an extension of this Guarantee within the aforesaid period, the Authority shall be entitled to invoke this Guarantee, in whole or in part, before its expiry, without prejudice to any other right or remedy available to the Authority under the Agreement or Applicable Laws.

   We, …… (indicate the name of the Bank), agree that any demand made by the Authority on account of the Consultant's failure to extend the validity of this Guarantee shall constitute a valid demand under this Guarantee.

6. We, …… (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

8. We, …….. (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

9. For the avoidance of doubt, the Bank's aggregate liability under this Guarantee shall be restricted to ₹_____ (Rupees _____ only), being 5% (five per cent) of the Agreement Value. The Bank shall be liable to pay the guaranteed amount or any part thereof only if the Authority serves a written demand on the Bank on or before the applicable Claim Expiry Date, being the date falling 90 (ninety) days after the expiry or termination of the Agreement, including any extension, renewal or continuation thereof. Where a written demand has been received on or before the Claim Expiry Date, the Bank's liability in respect of such demand shall continue until the demand has been fully paid and discharged.

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorized signatory) Notes:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Notes:

1. The Bank Guarantee shall be issued by a Scheduled Commercial Bank, excluding cooperative banks and regional rural banks.
2. The guaranteed amount shall be equal to **5% (five per cent) of the Agreement Value**.
3. The Claim Expiry Date shall be a date falling **90 (ninety) days after the scheduled expiry date of the Agreement**.
4. Where the Agreement is extended, renewed or continued, the validity of the Bank Guarantee shall be extended so that it remains valid throughout the extended Agreement period and for **90 (ninety) days thereafter**.
5. The extension of the Bank Guarantee shall be furnished to the Authority at least **30 (thirty) days before** the expiry of the existing Bank Guarantee.
6. The Bank Guarantee shall contain the name, designation and employee or authorisation code of the officer signing the Guarantee.
7. The address, telephone number, email address and other details of the Head Office of the Bank and the issuing branch shall be mentioned in the covering letter of the issuing branch.

8. The Bank Guarantee and every amendment, enhancement or extension thereof shall be authenticated through SFMS or another banking-authentication mechanism prescribed by the Authority.

9. The blanks in this format shall be completed before execution. No substantive modification to this format shall be made without the prior written approval of the Authority.

10. The term **"Agreement Value"** shall have the meaning assigned to it under Clause 6.1.2 of the Independent Engineer Agreement.

ANNEX-8

Monthly Progress Report during operational Phase

1. Executive Summary

6.13 Operational performance during the current month i.e. [MONTH], [YEAR]

Key Reporting Metrics	**Value/Percentage/Amount**
Operational availability of the Airport (%)	
Compliance with applicable Key Performance Indicators (%)	
Compliance with Service Quality Requirements (%)	
Compliance with planned preventive maintenance programme (%)	
Number of material breakdowns/system failures during the month	
Number of material incidents/operational disruptions during the month	
Number of Critical Findings pending	
Number of Major Findings pending	
Number of Minor Findings pending	
Number of findings closed during the month	
Number of findings overdue for closure	
Number of statutory approvals/renewals pending	
Number of ongoing Capital Works/Residual Works	
Physical progress of ongoing Capital Works during the month (%)	
Cumulative physical progress of ongoing Capital Works (%)	
Tests passed as percentage of total tests witnessed by the IE	
Tests passed as percentage of total tests conducted/reviewed by the IE	
Number of pending Change of Scope proposals, if any	
Amount of pending Change of Scope proposals, if any (₹ crore)	

1.1. Critical issues, Recommendations of IE, Actions by IE, Actions by Concessionaire/Authority and Final Status.

1. Nature of Issue: [A description shall be provided regarding the issue, such as non-compliance with O&M requirements, failure of an Airport system, delay in maintenance, safety-related matter or delay in Capital Works.]

a. **Recommendation of IE:** [The steps recommended by the Independent Engineer for resolution of the issue.]

b. **Action by IE:** [Details of notices, instructions, inspections, reviews or recommendations issued by the Independent Engineer.] Copies of documentary evidence of the action taken by the Independent Engineer shall be attached.

c. **Action by Concessionaire/Authority, as applicable:** [Details of the action taken or proposed by the Concessionaire or the Authority.] Copies of documentary evidence shall be attached.

d. **Final Status of the Issue:** [Whether the issue has been resolved or remains unresolved, along with the actual or estimated date of resolution.] Copies of documentary evidence shall be attached.

Project Overview

2.1. Salient Features of the Project

Particulars	**Details**
Project Name	
Total Project Cost (₹ crore)	
Concessionaire Name, including SPV and Parent Company	
Date of Award/LOA Date	
Appointed Date	
Date of Concession Agreement	
Commercial Operation Date	
Concession Period	
O&M Period	
Airport Design Capacity	
Passenger Traffic during the current month	
Cumulative Passenger Traffic during the current Financial Year	
Independent Engineer	
IE Agreement Date	
Commencement Date of IE Services	
IE Consultancy Period	

1. 2.2. Status of Ongoing and Planned Capital Works

Capital Work/Residual Work	Description	Approved Completion Date	Physical Progress during Current Month (%)	Cumulative Physical Progress (%)	Delay, if any, in Days	Current Status
Work 1						
Work 2						
Work 3						

1.1.1. 3. Status of Obligations under the Concession Agreement

Sl. No.	Relevant Article/Schedule of the Concession Agreement	Obligation	Responsible Party	Due Date/Frequency	Current Status	Non-compliance/Delay, if any	Action Required	Target Date
1			Concessionaire/Authority/IE					
2			Concessionaire/Authority/IE					
3			Concessionaire/Authority/IE					

2. Expected Contents and Structure

A summary shall be provided of the non-compliances with contractual obligations, highlighting the reasons for such non-compliance or delay, pending actions, potential impact on the safe, continuous and efficient operation of the Airport and the corrective actions recommended by the Independent Engineer.

The summary shall include:

1. Critical obligations and constraints of the Concessionaire under the Concession Agreement;
2. Critical obligations of the Authority under the Concession Agreement;
3. Critical pending obligations of the Independent Engineer under the Concession Agreement; and
4. Important issues requiring intervention by the Authority, the Concessionaire, statutory authorities or any other concerned agency.

Note: Important issues requiring intervention of the respective parties shall be included, along with relevant details, background, supporting documents and recommended actions.

4. Operation and Maintenance Performance

Component/Facility/System	Applicable Performance Standard/KPI	Performance during Current Month	Cumulative Performance during Current Financial	Defect/Deficiency, if any	Corrective Action and Target Date

			Year		
Runway, Taxiways and Apron					
Airfield Ground Lighting System					
Terminal Building					
Baggage Handling System					
Electrical Systems					
Mechanical and HVAC Systems					
Fire Detection and Fire-Fighting Systems					
Airport IT and Communication Systems					
Security and Surveillance Systems					
Water Supply, Drainage and Sewerage Systems					
Other Project Assets					

5. Maintenance Status

Component/Facility/System	**Maintenance Planned during the Month**	**Maintenance Completed during the Month**	**Pending Maintenance**	**Reason for Pendency**	**Target Date for Completion**

A summary shall be provided of:

1. Preventive maintenance undertaken during the month;
2. Routine, periodic and corrective maintenance undertaken during the month;
3. Maintenance activities pending from previous months;
4. Major breakdowns, system failures and recurring defects;
5. Temporary repairs undertaken by the Concessionaire;
6. Renewal and replacement requirements identified by the Independent Engineer; and
7. Matters likely to affect the safe, efficient or uninterrupted operation of the Airport.

6. Status of Key Performance Indicators and Service Quality Requirements

Sl. No.	KPI/Service Quality Parameter	Required Standard	Actual Performance during Current Month	Compliant/Non-Compliant	Corrective Action Required
1					
2					
3					

The Independent Engineer shall provide a summary of the performance of the Concessionaire against the applicable Key Performance Indicators and Service Quality Requirements and shall identify any deficiency, shortfall, deviation or repeated non-compliance.

7. Status of Findings and Corrective Actions

Sl. No.	Date of Finding	Description of Finding	Classification	Action Required	Target Date	Current Status	Date of Closure
1			Critical/Major/Minor/Observation				
2			Critical/Major/Minor/Observation				
3			Critical/Major/Minor/Observation				

The Independent Engineer shall report the status of all findings identified during the current and previous months and shall clearly identify findings that are overdue for closure.

1.1.2. 8. Status of Statutory, Safety, Security and Environmental Compliance

Approval/License/Compliance Requirement	Issuing/Regulatory Authority	Validity/Due Date	Current Status	Non-Compliance, if any	Action Required

A summary shall be provided of:

1. Statutory and regulatory approvals, licenses, permits and certifications.
2. Safety and security compliance.
3. Environmental compliance.
4. Notices, directions or observations issued by statutory or regulatory authorities.
5. Material accidents, incidents or operational disruptions during the month.
6. Investigation and corrective-action status; and
7. Any matter presenting an immediate or material risk to safe or lawful Airport operations.

1.1.3. 9. Financial and Commercial Matters

Particulars	Status/Amount
Change of Scope proposals submitted during the month	
Change of Scope proposals pending	
Amount relating to pending Change of Scope proposals (₹ crore)	
Cost determinations issued by the IE during the month	

Extension of Time matters pending with the IE	
Delay and Damages matters pending with the IE	
Other financial/commercial matters referred to the IE	

The Independent Engineer shall provide details of all matters relating to cost, Change of Scope, Extension of Time, delay, Damages and other financial or commercial issues referred to it under the Concession Agreement.

1.1.4. 10. Summary of Quality Control Tests

5. Tests carried out by the Concessionaire

Sl. No.	Description of Test	Prescribed Frequency	Total Tests up to Previous Month	Tests during Current Month	Cumulative Number of Tests	Tests Passed	Tests Failed	Remarks

Note: Similar tables shall also be provided in respect of:

1. Tests witnessed by the Independent Engineer;
2. Tests conducted or reviewed by the Independent Engineer;
3. Tests carried out at an external laboratory; and
4. Non-destructive tests.

This section shall apply to O&M testing, asset-condition testing and testing relating to ongoing Capital Works, Residual Works, repairs, renewals and replacements.

11. Material Incidents, System Failures and Operational Disruptions

Date	Description of Incident/System Failure	Operational Impact	Root Cause/Probable Cause	Corrective Action Taken	Current Status

The Independent Engineer shall identify repeated incidents, recurring system failures, prolonged downtime and matters requiring long-term corrective measures.

12. List of Important Materials and Equipment Used

Sl. No.	Capital Work/Repair/Maintenance Activity	Material/Equipment	Quantity	Make/Manufacturer	Compliance with Approved Specifications	Remarks

This section shall apply to important materials and equipment used for Capital Works, Residual Works, major repairs, renewals and replacements during the relevant month.

13. Personnel Deployment

Sl.	Name and Designation	Required Deployment	Actual Deployment	Shortfall, if	Remarks

No.	**of Personnel**	**during the Month**	**during the Month**	**any**	

14. Recommendations of the Independent Engineer

The Independent Engineer shall provide its recommendations relating to:

1. Actions required to be taken by the Concessionaire.
2. Actions or decisions required from the Authority.
3. Measures required to improve O&M performance.
4. Measures required to address defects, deficiencies and recurring failures.
5. Safety-Critical Matters and statutory non-compliances.
6. Capital Works, Residual Works, repairs, renewals and replacements.
7. Matters requiring further tests, inspections, investigations or technical audits; and
8. Any other matter affecting compliance with the Concession Agreement or the safe, continuous and efficient operation of the Airport.

6. Note

1. The format of the Monthly Progress Report is indicative and for illustration only. The final format shall be approved by the Authority upon commencement of the Services and may be modified by the Authority from time to time in accordance with the requirements of the Concession Agreement and the Terms of Reference.
2. The Independent Engineer shall conduct an inspection of the Airport at least once every month, preferably after receipt of the Monthly O&M Report from the Concessionaire and submit the Monthly Progress Report to the Authority and the Concessionaire within 7 (seven) days from the date of inspection.
3. Any Safety-Critical Matter or material non-compliance shall be reported immediately to the Authority and the Concessionaire and shall not be deferred until submission of the Monthly Progress Report.
4. All supporting documents, photographs, inspection records, test reports and relevant correspondence shall be enclosed with the Monthly Progress Report.
5. Submission of three-Monthly Progress Reports for the relevant quarter shall be a condition for release of the corresponding quarterly payment under Annexure-6.
6. The preparation and submission of the Monthly Progress Report shall form part of the Services, and no separate payment shall be made in this regard.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

   a. Authority and consultants:

      i. Potential consultant should not be privy to information from the Authority which is not available to others;

      ii. potential consultant should not have defined the project when earlier working for the Authority;

      iii. potential consultant should not have recently worked for the Authority overseeing the project.

   b. Consultants and concessionaires/contractors:

      i. No consultant should have an ownership interest or a continuing businessinterest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or

      ii. no consultant should be involved in owning or operating entities resulting from the project; or

      iii. no consultant should bid for works arising from the project. The participation of companies that may be involved as investors or consumersand officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority.

All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of theconsultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or theproposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope–creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope- creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

9. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority.

All conflicts must be declared as and when the consultants become aware of them.

10. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of theconsultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although,"Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

11. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or theproposed documentation are also eligible for the consequent assignment or project.

12. Another form of conflict of interest called "scope–creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope- creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

13. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference) To,

.....

.....

.....

Sub: Selection Of Independent Engineer For Monitoring the Concession Agreement In Respect of Operations, Management and Development of Alluri Sitaramaraju International Airport At Bhogapuram, Vizianagaram District, Andhra Pradesh

Dear Sir,

With reference to your RFP Document dated …….., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. 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. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning anyreason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contractterminated by any public authority for breach on our part.
7. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including anyAddendum issued by the Authority;

(b) I/We do not have any Conflict of Interest in accordance with Clause

(c) 2.3 of the RFP Document;

(d) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, 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

(e) I/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.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound 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.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country,we have not been charge-sheeted by any agency of the Government or convicted by a Courtof Law for any offence committed by us or by any of our Associates.
12. I/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 ourDirectors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. 14. The Bid Security of Rs. ..... (Rupees .....) in the form of a unconditional and irrevocable Bank Guarantee, has been furnished in accordance with Clause 2.22 of the RFP.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.

17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/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 tous by the Authority or in respect of any matter arising out of or concerning or relating to theSelection Process including the award of Consultancy.
20. The Financial Proposal is being uploaded separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. Inwitness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy: Independent Engineer For Development, Construction And Operation Of Alluri Sitaramaraju International Airport At Bhogapuram, Vizianagaram District, Andhra Pradesh
1.2	Title of Project: …….. Project
1.3	State whether applying as Sole Firm or Lead Member of a consortium:Sole Firm or Lead Member of a consortium

1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business,partnership etc.): Country of incorporation:Registered address: Year of Incorporation: Year of commencement of business:

	Principal place of business: Brief description of the Company including details of its main lines ofbusiness Name, designation, address and phone numbers of authorised signatory ofthe Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:
	Name of Firm: Legal Status and country of incorporation 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? Yes/No 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 ofcontract in the last five years? Yes/No (III) Has the Applicant/ Member ever failed to complete any work awarded to

	it by any public authority/ entity in last five years? Yes/No (IV) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No (V) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No **NOTE: IF ANSWER TO ANY OF THE QUESTIONS AT (II) TO (V) 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? Yes/No 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? Yes/No
1.8	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?

	Yes/No 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 theProject) other than that of the Consultant? Yes/No 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? Yes/No (Signature, name and designation of the authorised signatory) For and on behalf of ……..

Appendices

APPENDIX-I
Form-3
Statement of Legal Capacity

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

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Consultant: Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium,the constitution of which has been described in the Proposal[6]), satisfy the terms and conditions laid down in the RFP document.

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

I/We have agreed that (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf andhas been duly authorized to submit our Proposal. Further, the authorized 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 authorized signatory) For and on behalf of .....

[6] Please strike out whichever is not applicable

Appendix-IForm-4

Power of Attorney

Know all men by these presents, we,…… (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms……son/daughter/wife 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 Selection of Independent for Engineer

..... Project**,** proposed to be developed by the .....

(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 relatingto 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 causedto be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

(Signature, name, designation and address)

Witnesses:

Appendices

1.

2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common sealaffixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarized 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 infavour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdictionwhere the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Powerof Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Appendices

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs./US $ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor[7]

This is to certify that.....(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.Name of the audit firm:
Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

Note: Please do not attach any printed Annual Financial Statement.

[7] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its charteredaccountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-6

Particulars of Key Personnel

S.No.	Designation	Name	Educational Qualification	Total Professional Experience	Present Employment		No. of Core Assignments[8]	No. of Non-Core Assignments[8]
					Name of Firm	Employed Since		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.								
2.								
3.								
4.								
5.								
6.								

[8] Refer Form-9 of Appendix-I Experience of Key Personnel

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight itsimportant aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. TheApplicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of importantactivities and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

Appendices

APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Applicant[9]

(Refer Clause 3.1.3)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US$ million)	Payment[10] of professional fees received by the Applicant (in Rs. crore)
(1)[11]	(2)	(3)	(4)	(5)
1				
2				
3				
4				

Certificate from the Statutory Auditor[$]

This is to certify that the information contained in Column 5 above is correct asper the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firmDate:

(Signature, name and designation of the authorised signatory)

[$] In case the Applicant does not have a statutory auditor, it shall provide the certificate from itschartered accountant that ordinarily audits the annual accounts of the Applicant.

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

[10] Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

[11] The names and chronology of Eligible Projects included here should conform to the project-wise detailssubmitted in Form-10 of Appendix-I.

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

APPENDIX-I

Form-9

Abstract of Eligible Assignments of Key Personnel[12]

(Refer Clause 2.2.2(D) and 3.1.2)

Name of Key Personnel: Designation

S.No	Name of Project[13]	Client	Estimated capital cost of project (in Rs. cr./ US $ million)	Name of firm for which the Key Personnel Worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Mandays Spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Note: The Applicant may attach separate sheets to provide brief particulars of other relevantexperience of the Key Personnel.

[12] Use separate Form for each Key Personnel.

[13] The names and chronology of projects included here should conform to the project-wise details submitted inForm-11 of Appendix-I.

APPENDIX-I

Form-10

Eligible Assignments of Applicant

(Refer Clause 3.1.3)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Length in km or other particulars	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client‟s representative:	
7.	Estimated capital cost of the Project (in Rs crore or US$ million):	
8.	Payment received by the Applicant (in Rs. crore):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	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 relevantexperience of the Applicant.
3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

APPENDIX-I

Form-11

Eligible Assignments of Key personnel

(Refer Clause 2.2.2D & 3.1.2)

1	Name of Applicant:	
2	Assignment Category(Core/non-Core)	
3.	Name of the Project:	
4.	Length in km or other particulars	
5.	Description of services performed by the Applicant Firm:	
6.	Name of client and Address: (indicate whether public or private)	
7.	Name and telephone no. of client's representative:	
8.	Estimated capital cost of the Project (in Rs crore or US$ million):	
9.	Payment received by the Applicant (in Rs. crore):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	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 otherrelevant experience of the Applicant.
3. Exchange rate for conversion of US $ shall be as per Clause 1.7.1.

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has workedName of project Description of responsibilities

8. Details of the current assignment and the time duration for which services are requiredfor the current assignment.

Certification:

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

2 I, the undersigned, certify that to the best of my knowledge and belief, this CVcorrectly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-9 & Form-11 of Appendix-I.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned andby the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-13

Deployment of Personnel

S. No.	Designation	Name	Man Days (MD)		Week Numbers																			
			At Project Site	Away from Project site(specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								
10.																								
11.																								
Total Man days																								

APPENDIX-I

Form–14

Survey and Field Investigations

Item of Work/ Activity	**To be carried out/ prepared by**		**Week**																	
	Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

APPENDIX-I

Form-15

6.13.1 Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1. 2. 3.				

(Signature and name of the authorised signatory)

6.13.2 Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the detailsspecified in Forms 12 and 13 of Appendix –I.
2. Use separate form for each Sub-Consultant

Appendix I

Form-16: Bank Guarantee for Bid Security

Bank Guarantee for Individual Bid Security

(Refer Clauses 2.1.6, 2.1.7 and 1.2.4)

B.G. No. Dated:

1. In consideration of you, AP AIRPORTS DEVELOPMENT CORP. LTD. (APADCL) 4th Floor, IHC Corporate, Mangalagiri – 522503, AP, India. (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of …… (a company registered under {the Companies Act, 1956/the Companies 2013} and having its registered office at …… (hereinafter referred to as the "**Guarantor**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Monitoring the Concession Agreement In Respect of Operations, Management and Development of Alluri Sitaramaraju International Airport At Bhogapuram, Vizianagaram District, Andhra Pradesh (hereinafter referred to as "the Project") pursuant to the RfP Document dated …… issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Bank"), at the request of the Guarantor, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RfP Document) by the said Guarantor and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs [●] (hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Guarantor if the Guarantor shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Guarantor is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Guarantor or any other person and irrespective of whether the claim of the Authority is disputed by the Guarantor or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Guarantor to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Guarantor to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs [●].

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Guarantor, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Guarantor is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Guarantor to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Guarantor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Guarantor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Guarantor or the Bank or any absorption, merger or amalgamation of the Guarantor or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Guarantor or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Guarantor or to postpone for any time and from time to time any of the powers exercisable by it against the said Guarantor and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Guarantor or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Guarantor or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Guarantor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Guarantor or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs [●]. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [……. (indicate date falling 180 (one hundred and eighty) days after the Bid Due Date)].

Signed and Delivered by ……. Bank

By the hand of Mr./Ms …….., its …….. and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendices

APPENDIX-II

FINANCIAL PROPOSAL (to be part of Financial Bid)

Form-1 Covering Letter

(On Applicant's letter head)

(Date and Reference)To,

.....

.....

.....

Dear Sir,

Subject: Selection Of Independent Engineer For Monitoring the Concession Agreement In Respect of Operations, Management and Development of Alluri Sitaramaraju International Airport At Bhogapuram, Vizianagaram District, Andhra Pradesh

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection ofmy/our firm as consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from theProposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

(See Clause 2.1.3)

Form-2

6.13.3 Financial Proposal for the Project Duration

Item No.	Description	Amount (Rs.)
A.	**KEY PERSONNEL COSTS**	
I	Remuneration for the nine Key Personnel, including the minimum deployment specified in Clause 2.3.1 and detailed in Form-3 of Appendix-II	
B.	**ADDITIONAL PROFESSIONAL AND SUPPORT PERSONNEL COSTS**	
B.I	Remuneration for Additional Professional Personnel proposed by the Applicant and identified in Forms 6, 12 and 13 of Appendix-I and Form-3 of Appendix-II	
B.2	Cost of all Support Personnel required for performance of the Services	
C.	**OFFICE, EQUIPMENT AND OPERATING COSTS**	
	2-man days each of:	
C.1	Project office establishment and rent	
C.2	Office equipment, furniture, computers, software and communication	
C.3	Local transport, inspections and Airport-site travel	
C.4	Reports, printing, document management and data storage	
C.5	Tests, surveys and investigations required to be undertaken by the Independent Engineer within the TOR	
C.6	Insurance, licences and other contractual compliance costs	
C.7	Other incidental costs necessary for performance of the Services	

D	**TOTAL LUMP-SUM PROFESSIONAL FEE EXCLUDING GST: A+B+C**	
E	**GST**	

Note:

- The amount under Item D shall constitute the evaluated Financial Proposal.
- GST shall be payable additionally at the applicable rate and shall not form part of the evaluated Financial Proposal.
- The quoted lump-sum professional fee shall include all costs required for satisfactory performance of the Services for the entire 36-month Consultancy Period.
- The anticipated deployment of Key Personnel shall be as follows:

Key Personnel	**Minimum person-months**
Team Leader	36
Airport Operations Expert	36
Civil, Structural and Airfield Pavement Expert	18
Airport IT and Systems Expert	24
EHS Expert	24
Mechanical Expert	18
Quality Assurance/Control Expert	24
Electrical Expert	18
Financial and Contract Expert	12
Total	**210**

- The resource inputs and quantities stated in Appendix-II, Form-3 shall conform exactly to Appendix-I, Forms 6 and 13.
- The Applicant shall not reduce the prescribed deployment of any Key Personnel.

- Additional Professional Personnel proposed by the Applicant shall be identified consistently in the Technical Proposal, Deployment Schedule and Financial Proposal.
- Costs of Support Personnel, office establishment, equipment, local travel, inspections, reports, documentation, insurance and all other inputs necessary for performance of the Services shall be included in the quoted lump-sum fee.
- No separate payment shall be made for the Inception Report, Monthly Inspection Reports, Quarterly Inspection Reports, Annual Reports, event-based reports, presentations or final handover Deliverables.
- No cost condition, assumption, exclusion or qualification shall be included in the Financial Proposal.

APPENDIX-II

(See Clause 2.1.3)

Form-3 (to be part of Financial Bid)

ESTIMATE OF PERSONNEL COSTS

The Applicant shall provide the following personnel cost build-up. The resource inputs shall be consistent with the Technical Proposal, Methodology and Work Plan, and the Personnel Deployment Schedule in Appendix-I, Form-13.

A. Key Personnel

Sl. No.	Position	Name of proposed Personnel	Proposed person-months	Person-month rate (INR)	Amount (INR)
1	Team Leader				
2	Airport Operations Expert				
3	Civil, Structural and Airfield Pavement Expert				
4	Airport IT and Systems Expert				
5	EHS Expert				
6	Mechanical Expert				
7	Quality Assurance/Control Expert				
8	Electrical Expert				
9	Financial and Contract Expert				
Total Key Personnel Cost					

B. Additional Professional Personnel proposed by the Applicant

Sl. No.	Position	Name of proposed Personnel	Proposed person-months	Person-month rate (INR)	Amount (INR)
1					
2					
3					
Total Additional Professional Personnel Cost					**[●]**

C. Support Personnel

Sl. No.	Position / category	Number proposed	Proposed person-months	Person-month rate (INR)	Amount (INR)
1	Document Controller / MIS Assistant				
2	CAD / Data Support Personnel				
3	Administrative / Office Support				
4	Other Support Personnel, if any				
Total Support Personnel Cost					**[●]**

D. Summary

Cost component	Amount (INR)
A. Key Personnel	
B. Additional Professional Personnel	
C. Support Personnel	
Total Personnel Cost	

Notes:

1. The Personnel inputs stated in this Form shall be consistent with Appendix-I, Forms 6 and 13, and with the Methodology and Work Plan submitted by the Applicant.
2. Unless a particular minimum deployment is expressly specified as mandatory in the RFP, the Applicant shall determine and propose the Personnel inputs necessary for satisfactory performance of the Services.
3. The Applicant shall ensure that the proposed deployment of all Key Personnel is adequate to perform the recurring, periodic and event-based obligations under the Terms of Reference.
4. This Form constitutes a cost build-up of the lump-sum Financial Proposal and shall not make the Agreement an input-based, time-based or reimbursable contract.
5. Payment shall be made in accordance with the quarterly payment schedule, subject to satisfactory performance, submission and acceptance of the prescribed Deliverables, and compliance with the approved Deployment Schedule.
6. The Applicant shall not be entitled to additional payment where the actual Personnel inputs required for satisfactory performance exceed the inputs proposed in this Form, except for Additional Services expressly instructed in writing by the Authority.
7. The person-month rates shall include salary, allowances, social costs, leave, incentives, overheads, profit and all other employment-related costs, but shall exclude GST.
8. Routine travel, accommodation, local transportation, project-office costs, equipment, communications, reports and incidental expenses shall be included under the applicable cost heads in Form-2 and shall not be included twice.
9. Replacement or substitution of Personnel shall not result in any increase in the Agreement Value.
10. The Total Personnel Cost stated in this Form shall reconcile exactly with the corresponding Personnel Cost item in Appendix-II, Form-2. In the event of an arithmetical discrepancy, the correction provisions of the RFP shall apply.

Certification

Name of Applicant: _____

Name and designation of Authorised Representative: _____

Signature of Authorised Representative: _____

Date: _____ Place: _____

Seal of Applicant:

APPENDIX - III

LIST OF BID-SPECIFIC PROVISIONS[14]

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.2.3: Conditions of Eligibility of Applicants.
3. Clause 2.12: Amendment of RFP.

Note: The above footnotes marked "$" shall be retained in the RFP for guidance of the Applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked "$" in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants whilesubmitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. Theseshall be filled up when the format of the respective Schedule or Appendix is used.

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[14] This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modifiedfor reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants

APPENDIX - IV

LIST OF PROJECT-SPECIFIC PROVISIONS[15]

A. Clauses with serially numbered Footnotes (Fn)

1. Clause 1.1: Background (Fn. 1).
2. Clause 2.1.4: Scope of Proposal (Fn. 2)*.
3. Clause 2.2.2 (B) and (D): Conditions of Eligibility of Applicants (Fn. 3, 4 and 5)*.
4. Clause 2.20.1: Bid Security (Fn. 6)*.
5. Clause 3.1.3: Evaluation of Technical Proposals (Fn. 7).
6. Clause 3.1.4: Evaluation of Technical Proposals (Fn. 8, 9, 10, 11 and 12)*.
7. Clause 3.4.1: Combined and final evaluation (Fn. 13).

***Note**: The Clauses to which these Footnotes relate also include square parenthesis or asterisks which may be addressed simultaneously. Such square parenthesis or asterisks have not been listed in (B) or (C) below.

B. Clauses with square parenthesis

1. Glossary: Definitions of Consultancy Team, Feasibility Report, Inception Report and KeyDate.
2. Clause 1.1.1: Background.
3. Clause 1.2: Request for Proposal.
4. Clause 1.7.1: Currency conversion rate and payment.
5. Clause 1.8: Schedule of Selection Process.
6. Clause 2.2.2 (A): Conditions of Eligibility of Applicants.
7. Clause 2.15.1: Financial Proposal.
8. Clause 2.22.1: Evaluation of Proposals.

[15] This Appendix-IV contains a list of Clauses, Schedules and Appendices that would need to be suitably modified, prior to issue of the RFP document, for reflecting project-specific provisions. This Appendix-IV should be omitted before issuing the RFP document to prospective Applicants.

C. Clauses with asterisks

1. Clauses 1.1.1 and 1.1.3: Background.
2. Clause 1.4: Sale of RFP Document.
3. Clause 1.9: Pre-Proposal visit to the Site and inspection of data.
4. Clause 1.10: Pre-Proposal Conference.
5. Clause 1.11: Communications.

D. Schedules and Appendices with serially numbered Footnotes

1. Schedule-1: Terms of Reference (Fn. 14, 15, 16, 17, 18 and 19).
2. Schedule-2: Form of Agreement (Fn. 20 and 21).
3. Schedule-2 (Annex-6): Form of Agreement (Fn. 22).
4. Appendix-IV: List of Project-specific provisions (Fn. 23).

E. Schedules and Appendices with square parenthesis

1. Schedule-1: Terms of Reference: Paragraphs 1.1, 1.2, 3.3.2 (g), 3.5, 3.12, 4 (C) (iii), 8.1and 11.1.
2. Schedule-2: Form of Agreement: First Paragraph, Clauses 2.4, 3.5.2, 9.3 and 9.4.2.
3. Schedule-2 (Annex-7): Form of Agreement: Address, Recital and Paragraph 8.
4. Appendix-I: Technical Proposal: Forms 1 and 6.

F. Schedules with asterisks

1. Schedule-1: Paragraph 1.1.