



**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF PROJECT
IMPLEMENTATION AGENCY (PIA)
TO
“DESIGN, ESTABLISH AND MONITOR CENTRE OF
EXCELLENCE FOR DRONES IN ANDHRA PRADESH”**

Ref. No- APSFL/APDC/ COE /2019, Dated: 08/03/2019

**Andhra Pradesh Drones Corporation Private
Limited**

NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station,
Vijayawada – 520 013

Web address: www.apsfl.in

Email address: apsfl@ap.gov.in

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of A.P Drones Corporation Pvt. Ltd (APDC – Subsidiary of Andhra Pradesh State FiberNet Limited) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is neither an offer nor agreement by the APDC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the preparation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by APDC. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for APDC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

APDC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

APDC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

APDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

Issuance of this RFP does not imply that APDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the RFP, APDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Applicant shall bear all the costs associated with or relating to preparation and submission of proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by APDC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and APDC shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by Applicants in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Table of Contents

1. Invitation for Bid	7
Key Events & Dates	7
Procedure for Bid Submission.....	10
Registration with e-Procurement platform:	10
2. Terms and Conditions	14
2.1. Earnest Money Deposit (EMD)	14
2.2. RFP Amendment.....	14
2.3. Pre-Bid Queries.....	14
2.4. Cost of Bidding	15
2.5. Language	15
2.6. Bid Prices	15
2.7. Bidder Qualification.....	15
2.8. Bid Validity.....	16
2.9. Modification and Withdrawal.....	16
2.10. Opening of Bids.....	16
2.11. Evaluation of Bids.....	16
2.12. Bids Not Considered For Evaluation	16
2.13. Pre-Qualification.....	16
2.14. Technical Evaluation	17
2.15. Award Criteria	17
2.16. Rectification of Errors.....	17
2.17. Contacting RFP issuing authority.....	17
2.18. APDC's right to vary Scope of Work	17
2.19. APDC's Right to Accept /Reject	17
2.20. Signing of Agreement	18
2.21. Bank Guarantee for Performance.....	18
2.22. Rejection Criteria.....	19
2.23. Concessions permissible under statutes.....	20
2.24. Termination of Contract.....	20
2.25. Limitation of Liability.....	21
2.26. Indemnification.....	21
2.27. Execution of Work Order	22

2.28.	Liquidated Damages (LD)	22
2.29.	Force Majeure	22
2.30.	Arbitration	23
3.	<i>Project Background</i>	23
3.1.	Vision of Government of Andhra Pradesh.....	23
4.	<i>Overview of the project</i>	24
5.	<i>Project Implementation Agency (PIA) – Scope of Work</i>	25
5.1.	PIA: Deliverables and Timelines	25
5.2.	Planning and Pre-Implementation	26
5.3.	Implementation Phase	26
6.	<i>Payment Terms</i>	27
6.1.	Payment Schedule.....	27
6.2.	Penalty Terms	27
7.	<i>Pre-Qualification Criteria</i>	31
8.	<i>Technical Evaluation Criteria</i>	33
9.	<i>Commercial Bid Evaluation</i>	35
10.	<i>Selection Criteria</i>	36
10.1.	Selection Method.....	36
10.2.	Technical Bid Evaluation	36
10.3.	Commercial Bid Evaluation.....	36
10.4.	Final Evaluation of Bid.....	37
11.	<i>Price Bid Form</i>	37
12.	<i>Annexures</i>	40
	Annexure I - Enclosure to Price Bid.....	40
	Annexure II – Profile of the Bidder/Partners	42
	Annexure III - Financial Information	43
	Annexure IV - Declaration of Acceptance of Terms and Conditions in the RFP.....	44
	Annexure V - Declaration regarding Clean Track Record	45
	Annexure VI - Format for Past Experience of the Bidder.....	46
	Annexure VII- EMD Format.....	47
	Annexure VIII – Performance Bank Guarantee Format	49
	Annexure IX- Power of Attorney.....	50
	Annexure X- Format for Manpower details	52

Annexure XI-Pre-Bid Queries Format.....	53
Annexure XII: Manpower Details	54
CV Format.....	55
Annexure XIII: Summary of Roles & Responsibilities.....	56
Annexure XIV: Key Performance Indicators	57
Annexure XV: Format for Conflict of Interest.....	58

1. Invitation for Bid

A.P Drones Corporation Pvt Ltd (APDC), an undertaking by the Govt. of Andhra Pradesh (AP), having its Registered Office at 3rdFloor, NTR Administrative Block, Pandit Nehru Bus Station, NH - 65, Vijayawada - 520001, Andhra Pradesh, India, invites responses (“Proposals”/“Bids”) to this Request for Proposal (“RFP”) from eligible Bidders to be appointed as Project Implementation Agency (PIA) for project **“DESIGN, ESTABLISH AND MONITOR CENTER OF EXCELLENCE FOR DRONES IN ANDHRA PRADESH”**.

The selected agency has to support APDC in smooth execution and monitoring of the project across the state of AP, which includes Design, Establish and Monitor of Centre of excellence in the state. The selected PIA has to provide advisory and Project implementation Support to APDC for an estimated period of 12 months, which includes 9 months of Implementation and 3 months of Planning and Designing.

Interested bidders are advised to study this RFP carefully before submitting the proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested bidders may download the RFP from <http://www.apecurement.gov.in/>. Any subsequent corrigenda/clarifications shall also be made available. Proposals must be received not later than time and date mentioned in the key events and dates. Proposals, received after the deadline WILL NOT be considered in this procurement process.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is optional.

Key Events & Dates

1.	Name of the Authority	Andhra Pradesh Drones Corporation Pvt. Ltd,
2.	Name of the Assignment	Selection of Project Implementation Agency (PIA) to Design, Establish and Monitor-Centre of Excellence for Drones in the Andhra Pradesh
3.	RFP Number	APSFL/APDC/COE/2019, Dt: 08/03/2019
4.	Place of availability of Tender Document (RFPs)	www.apecurement.gov.in http://apsfl.in/tenders/
5.	Place of submission of Bids	www.apecurement.gov.in
6.	Tender Type (Open/Limited/EOI/Auction/Single)	Open
7.	Tender Category (Services/Goods/works)	Services
8.	Type/Form of Contract (Work/Supply/Auction/Service/Buy /Empanelment/Sell)	Service

9.	Re-bid submission allowed by the Bidder (Yes/No)	Yes
10.	Is Offline Submission Allowed (Yes/No)	No
11.	Withdrawal Allowed (Yes/No)	Yes
12.	Is Multi Currency Allowed	No (Only Indian Rupees)
13.	Last date and time for receiving queries/clarifications	13/ 03/2019 before 4:00 PM
14.	Last date and time for submission of Proposal (Proposal Due Date)	22/03/2019 at 3:30 PM The proposal is to be submitted on www.apecurement.gov.in on e-procurement portal.
15.	Date and time of opening of Pre-qualification and technical proposals on e-procurement platform	22/03/2019at 4:00 PM Andhra Pradesh Drones Corporation, O/o Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada - 520001 Web address: www.apsfl.in Email address: apsfl@ap.gov.in
16.	Date and time of opening of financial proposal	To be intimated to the technically qualified agencies at a later date
17.	Bid Processing Fee (Non-refundable)	INR 1,00,000 (One lakh Rupees Only) In the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favor of ' AP Drones Corporation Private Limited ', payable at Vijayawada. Original DD must be submitted in APDC office at Vijayawada before proposal due date.
18.	Bid Security / EMD (Refundable)	INR 5,00,000 (Five Lakh Rupees Only) In the form of Bank Guarantee issued by one of the Nationalized / Scheduled Banks in India drawn in favour of ' AP Drones Corporation Private Limited ', payable at Vijayawada. Bid Security / EMD should be valid for a period of 180 (one hundred and eighty) days from Proposal Due Date. The Bid Security / EMD will be refunded to unsuccessful Applicant agencies within 30 (Thirty) days of completion of selection process. Original BG must be submitted in APDC/APSFL office at Vijayawada before

		proposal due date.
19.	Performance Bank Guarantee (PBG)	10% of the Total Contract Value (TCV) of the successful bidder as per Annexure VIII . In the form of Bank Guarantee issued by one of the Nationalized / Scheduled Commercial Banks in India drawn in favour of AP Drones Corporation Private Limited , payable at Vijayawada.
20.	For any enquiries and clarifications, please contact:	Senior Manager- Drones, Andhra Pradesh Drones Corporation, O/oAndhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, Vijayawada - 520013 Web address: www.apsfl.in Email: srmgr-drones-apsfl@ap.gov.in
21.	Validity of the Proposal	Bidder proposals shall remain valid for a period of 180 days from the Proposal due date.
22.	Nature of Bid Process	Three stage <ul style="list-style-type: none"> • Stage- I <ul style="list-style-type: none"> ○ Eligibility Criteria • Stage- II <ul style="list-style-type: none"> ○ Technical Bid • Stage- III Commercial Bid
23.	Method of Selection	Quality and Cost Based Selection (QCBS) <ul style="list-style-type: none"> ○ 80: 20 (80 % Technical & 20 % Commercial)
24.	PIA Tenure	12 Months (9 months of implementation and 3 months of Design and Planning support extendable up to 6 months on the same terms & conditions of the RFP without any increase in the man-month rate quoted by the bidder)

Note: Proposals/Bids submitted without Bid Processing Fee/EMD shall be summarily rejected.

Procedure for Bid Submission

The Bidder shall submit their response through bid submission process on e-Procurement platform at www.apecurement.gov.in by following the procedure given below:

In case any bidder is not able to upload the entire set of documents on e-procurement platform either due to space/size constraint or any other technical hitches, only in such cases, the relevant hard copies of the left over documents which could not be uploaded on e-procurement platform may be submitted in sealed covers in APDC office located at 3rd Floor, NTR Administrative Block, Pandit Nehru Bus Station, NH-65, Vijayawada, Andhra Pradesh, before the stipulated closure time of bid submission. A self-certificate from the bidder in this regard detailing the reasons for submitting the hard copies, if any, duly bringing out issues faced in uploading them on e-procurement platform, if any, shall also be submitted. The uploaded documents on the e-procurement platform and the hard copies submitted in sealed covers, if any, together will be treated as a single set of documents under a bid and will be evaluated accordingly

The bidders shall submit their Pre-Qualification Bid, Technical bid and Price bid online in e-Procurement portal. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Pre-Qualification, Technical bids and other certificates/documents with clear readability, in the e-Procurement website. The bidder should sign on all the statements, documents, certificates uploaded in the e-Procurement website, owning responsibility for their correctness/authenticity.

Registration with e-Procurement platform:

For registration and online bid submission bidders may contact HELP DESK on www.apecurement.gov.in or <https://tender.apecurement.gov.in>

Digital Certificate Authentication:

The bidder shall authenticate the bid with the agency's 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, Vijayawada www.apt.gov.in/
(OR)

You may please contact any Registration Authorities of Certifying Authorities in India. The list of CAs is available in the link provided below.

<https://tender.apecurement.gov.in/DigitalCertificate/signature.html>

Hard Copies:

- a) All the bidders shall submit hard copy of the DD towards the bid processing fee /EMD in APDC office at Vijayawada before proposal due date. All the bidders shall invariably

upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid responsive.

- b) APDC shall carry out the technical evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-Procurement system and open the price bids of the responsive and technically qualified bidders only.
- c) APDC will notify the successful bidder for submission of original hard copies of all the uploaded documents and DD/BG towards EMD prior to entering into agreement.
- d) The bidders shall invariably furnish the original DD towards EMD; Certificates/documents of the uploaded scanned copies to the RFP 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. APDC will not take any responsibility for any delay in receipt/non-receipt of original DD towards EMD, Certificates/Documents from the successful bidder before the stipulated time.

On receipt of documents, APDC shall ensure genuineness of the DD 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.

Deactivation of Bidders

Vide Ref GO Ms. No.174 – I&CAD dated 1-9-2008, if any successful bidder fails to submit the original hard copies of uploaded certificates/documents, DD 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 RFPs 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 RFP Inviting Authority in the system. Besides this, APDC shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the RFP process for execution of the development schemes taken up by the government. Other conditions as per RFP document are applicable.

The bidder is requested to get a confirmed acknowledgement from the RFP Inviting Authority a proof of Hardcopies submission to avoid any discrepancy.

a) **Payment of Transaction Fee:**

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a prescribed non-refundable Transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net banking to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006.

b) Corpus Fund:

As per GO MS No.4, user departments shall collect 0.04% of ECV (estimated project cost) with a cap of INR 10,000 (Rupees Ten Thousand only) for all works with ECV upto INR 50 Crores, and INR25,000/- (Rupees twenty five thousand only) for works with ECV above INR 50 Crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and upto INR 10 lakhs.

c) RFP Document:

The bidder is requested to download the RFP document and read all the terms and conditions mentioned in the RFP Document and seek clarification if any from the RFP Inviting Authority. Any offline bid submission clause in the RFP document could be neglected.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the RFP Inviting Authority from time-to-time in the e-Procurement platform. The Department calling for RFPs shall not be responsible for any claims/issues arising out of this.

d) 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 RFP Inviting Authority for processing the bids. The Government of AP is not responsible for incomplete bid submission by users.

- 1) The bidders may contact the Senior Manager, APDC, Vijayawada for any further information / clarifications on e-procurement.
- 2) The bidders need to register on the electronic procurement marketplace of Government of Andhra Pradesh i.e., www.eprocurement.gov.in . On registration in the e-procurement marketplace they will be provided with a user ID and password using which they can submit bids online.
- 3) While registering on the e-procurement market place, the bidders need to scan and upload the required documents as per the RFP requirements on to their profile. The e-procurement marketplace provides an online self-service registration facility to all such Contractors who are already registered with respective participating departments for supply of specified goods and services.
- 4) All the bidders shall invariably upload the scanned copies of DD/BG in e-Procurement system and this will be the primary requirement to consider the bid as responsive. The Department shall carry out the Technical bid evaluation solely based on the uploaded certificates/documents, DD towards EMD in the e-procurement system and open the price bids of the eligible and responsive bidders. The Department will notify

the successful bidder for submission of original hard copies of all uploaded documents and DD towards EMD prior to entering into agreement.

- 5) The bidders shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business

2. Terms and Conditions

2.1. Earnest Money Deposit (EMD)

- a) Bidders shall submit an EMD of INR 5 lakhs (Five Lakh Rupees Only) along with their Bids, in the form of Bank Guarantees issued by any Nationalized/Scheduled Commercial bank in favor of AP Drones Corporation Private Limited, payable at Vijayawada, and should be valid for 180 days from the due date of the RFP. The formats for the Bank Guarantee of EMD is enclosed in Annexures
- b) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- c) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- d) The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity.
 - If the Successful Bidder fails to sign the contract and submit Performance Bank Guarantee within the stipulated period.
 - In case the documents submitted, or the information furnished by the bidder are found to be not genuine/false.

2.2. RFP Amendment

APDC may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be published in the website www.apsfl.in and on the e-procurement platform. APDC shall not be responsible if the Bidders do not get the individual intimates of such amendments. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking any updates. APDC also reserves the rights to amend the dates mentioned in this RFP for Bid process.

2.3. Pre-Bid Queries

APDC may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of APDC regarding acceptability of any suggestion

shall be final in this regard and shall not be called upon to question under any circumstances. It may not be possible to answer questions which are received late. The responses to the queries shall be uploaded by way of hosting amendments/clarifications on the website i.e. (www.apsfl.in) in accordance with the respective clauses of the RFP.

2.4. Cost of Bidding

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by APDC to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process. This RFP does not commit APDC to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract for implementation of Project.

2.5. Language

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc., being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of APDC.

2.6. Bid Prices

- a) The Bidder shall indicate the price in the prescribed format only.
- b) The Bidder shall prepare the Bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by APDC. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and due diligence and it shall be the responsibility of the Bidder to fully meet all requirements of RFP.
- c) Prices shall be quoted in Indian Rupees (INR).

2.7. Bidder Qualification

- a) The Bidder may be either the Principal Officer or duly Authorized Representative, in either cases shall submit a Certificate of authority. All Certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the Principal Officer.
- b) The authorization shall be indicated by written Power of Attorney accompanying the Qualification Bid.

2.8. Bid Validity

The proposals shall be valid for a period of 180 days from the date of submission of Bids. On completion of the validity period, unless the Bidder withdraws proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws proposal.

2.9. Modification and Withdrawal

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids, the bidder may do so, but the EMD of the Bidder shall be forfeited.

2.10. Opening of Bids

The Bids (Pre-Qualification, Technical and Financial) will be opened on the e-procurement platform on the date and time as specified in the RFP schedule.

2.11. Evaluation of Bids

- a) The Bids of only those Bidders, whose Bid Processing Fee and EMD are in order, only, will be accepted.
- b) Bidders need to fulfill all the Qualification conditions mentioned in the RFP. The technical committee will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- c) Bids of Bidders whose Qualification proposal does not meet the set criteria shall be rejected forthwith.
- d) The Authority/Technical Committee may seek clarifications/inputs from the bidders wherever deemed necessary. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Documents. Clarifications provide the opportunity for the Committee to state its requirements clearly and for the Bidder to more clearly state its proposal.

2.12. Bids Not Considered For Evaluation

Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

2.13. Pre-Qualification

The pre-qualification evaluation shall be done as mentioned in this RFP.

2.14. Technical Evaluation

All bids which qualify the Pre-Qualification criteria as per this RFP would review for Technical Evaluation as mentioned in this RFP.

2.15. Award Criteria

Technical / Evaluation Committee of the Authority will open the Price Bids of the technically qualified Bidders. Award shall be based on QCBS criteria with 80% weightage to technical score and 20% on commercial score.

2.16. Rectification of Errors

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. All corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered. Errors in proposals will be corrected as per unit rates quoted.

2.17. Contacting RFP issuing authority

Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of Bid security.

2.18. APDC's right to vary Scope of Work

APDC may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:

If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of APDC's order for change. The unit rate of each item quoted/accepted by the selected Bidder shall however not change.

2.19. APDC's Right to Accept /Reject

APDC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for APDC's action.

2.20. Signing of Agreement

The signing of agreement for the project is as follows

2.21.1 Signing of Agreement

APDC notifies the successful Bidder that its proposal has been accepted and APDC shall enter into an Agreement with the successful Bidder as per the Master Service Agreement prescribed in this RFP. The signing of agreement will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, APDC will promptly notify each unsuccessful Bidder and return their EMD.

2.21.2 Discharge of Bid Security(EMD)

Prior to signing of the Agreement, APDC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to this RFP. On receipt of the Performance Guarantee, the Bid security (EMD) of successful Bidder will be released. The EMD amount of successful bidder can be converted as part of the Performance Guarantee.

2.21.3 Expenses for the Agreement

The incidental expenses of execution of Agreement shall be borne by the successful Bidder.

2.21.4 Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms& Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event APDC may forfeit the EMD/ Performance Bank Guarantee. The contract may be awarded to the L2 Bidder.

2.21. Bank Guarantee for Performance

- a) As a condition precedent to execution of the Agreement, the Successful Bidder shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed Format within 15 days of receipt of the LOI as a Performance Bank Guarantee (PS) for the services to be performed under the resultant Agreement. The Bank Guarantee shall be equivalent to 10% of the Total Project Cost and must be issued by a Nationalized/Scheduled Commercial Bank. The Performance Bank Guarantee shall be valid for the term of the resultant Agreement and shall be renewed and maintained as necessary by the SI for the term of the resultant Agreement, and extensions if any.
- b) The Performance Bank Guarantee (PBG) should be from a Nationalized/Scheduled Commercial Bank acceptable to APDC, in the format prescribed in Annexures of this RFP, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

- c) This Performance Bank Guarantee shall be for an amount equivalent to 10% of Total Contract Value of the successful Bidder. All incidental charges whatsoever such as premium, commission etc., with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for 180 days post completion of the Project. Subject to the terms and conditions in the performance Bank Guarantee, at the end of project the final acceptance sign off, the Performance Bank Guarantee may be discharged/ returned by APDC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

2.22. Rejection Criteria

- a) The proposal of a Bidder is liable to be disqualified in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:
- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document.
 - ii. During validity of proposal, or its extended period after last date and time for submission of Bids, if any, the Bidder increases the quoted prices.
 - iii. The Bidder proposing a "Conditional-Proposal".
 - iv. Proposal is received in incomplete form.
 - v. Proposal is not accompanied by all the requisite documents.
 - vi. Information submitted in Qualification proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of Agreement including the extension period if any.
 - vii. Bidder tries to influence the proposal evaluation process by unlawful means at any point of time during the Bid process.
 - viii. In case any Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bids are likely to be disqualified.
 - ix. Bidder fails to deposit the Performance Guarantee prior to signing of the Agreement or fails to enter into an Agreement within 15 working days of the date of signing of agreement or within such extended period, as may be specified by APDC.
- b) Bidders may specifically note that while evaluating the proposals, if it comes to APDC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by APDC.
- c) APDC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Contract.

2.23. Concessions permissible under statutes

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. APDC will not take any responsibility towards this.

2.24. Termination of Contract

2.24.1. Termination for Default

APDC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 30 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods / services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by APDC; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of APDC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

In the event of Tender Inviting Authority terminating the Contract in whole or in part, Tender Inviting Authority may engage other Bidders, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to Tender Inviting Authority for any additional costs for such similar services capped to total amount paid to the consultant. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

2.24.2. Termination for Insolvency

APDC may at any time terminate the Contract by giving written notice with a notice period of 30 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to APDC.

2.24.3. Termination for Convenience

APDC may, by written notice, with a notice period of 30 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for APDC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is entitled for compensation to the extent of work done till the date of termination.

2.25. Limitation of Liability

The aggregate liability of the Bidder to Client (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other wilful misconduct by or on behalf of the Bidder.

2.26. Indemnification

- a) Subject to Clause b) (b), the PIA (the "Indemnifying Party") undertakes to indemnify the APDC and/or their nominated agencies, as the case may be, (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, wilful misconduct, lack of due care or breach of terms of this Agreement.
- b) If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/ Services/ Goods provided by the Indemnifying Party infringes a copyright, trade secret, patents or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) the Indemnified Party's misuse or modification of the Deliverables; or (b) the Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; or (c) the Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any Deliverable is or likely to be held to be infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, or (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing.
- c) The Indemnifying Party shall indemnify the Indemnified Party against all losses (including loss of business, reputation, profits, revenue etc.), claims, damages, compensation, charges (including attorney fees) etc. arising out of data loss, data theft, data misuse, data tampering, unauthorized use or disclosure of Confidential Information etc. attributable to the Indemnifying Party's negligence, wilful default, lack of due care or breach of terms of this Agreement
- d) The indemnities set out in this Clause 2.26 shall be subject to the following conditions, namely:-
 - i. The Indemnified Party, as promptly as possible, shall inform the Indemnifying Party in writing of the claim or proceedings;

- ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and staff provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its State Government Pleader or otherwise, in such defence.
- iii. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this clause, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate.
- iv. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates

2.27. Execution of Work Order

The Successful Bidder should nominate and intimate APDC, a Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Manager fully familiarizes with the RFP Conditions, Scope of Work and deliverables.

2.28. Liquidated Damages (LD)

- a) Liquidated Damage will be levied at 1% for every instance of default subject to a maximum of 10% on the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.
- b) In the event of failure by the Successful Bidder to fulfil the delivery conditions, Tender Inviting Authority at its discretion may initiate any of the actions as given below:
 - i. Extension of time may be permitted to complete the work.
 - ii. Additional resources will be requested for speeding up the work.
 - iii. Liquidated Damages will be levied.
 - iv. Contract with the Successful Bidder may be terminated as per the Termination clause.
 - v. Any other action as may be deemed fit by Tender Inviting Authority in the best interest of the department.

2.29. Force Majeure

Neither Tender Inviting Authority nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- i. Any act of God such as lightning, earthquake, landslide, etc. or other events of natural disaster of rare severity. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds

- ii. Fire or explosion, chemical or radioactive contamination or ionizing radiation
- iii. Epidemic or plague. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism

2.30. Arbitration

In case of any dispute, difference or claim, the matter will be referred to a Sole Arbitrator to be appointed by APDC in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Amaravati/Vijayawada, Andhra Pradesh, India and in English.

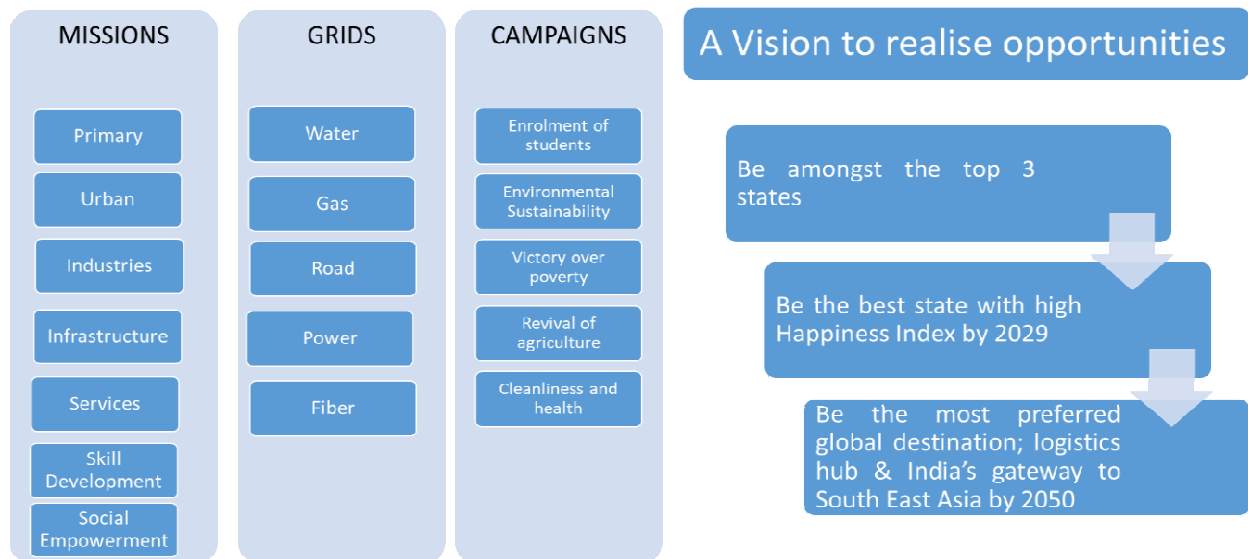
3. Project Background

AP Drones Corporation (APDC). is a subsidiary of APSFL and was incorporated in the month of November 2018. It was formed to promote Drone Technology in the state of Andhra Pradesh and to implement Drone powered solutions into various departments of government in order to enable efficient and productive governance.

The corporation will act as a nodal agency and coordinate among the stake holders of Drone Technology to cater Drone based solutions / services to various government departments of Andhra Pradesh, create awareness on Drone Technology to empower the Drone operators and to develop an ecosystem for R&D, Manufacturing, Start- Ups and Innovation in the state. The corporation will oversee the implementation of DGCA guidelines, enforcement and regulatory activities for safe and secure drone operation within the state.

3.1. Vision of Government of Andhra Pradesh

The Sunrise State of Andhra Pradesh needs to be re-imagined and reconstructed in a planned manner, if the hopes and aspirations of its people are to be fulfilled. The Government of Andhra Pradesh has recognized the need for creating a vision for the rapid and all-round development of the State. Accordingly, the Vision of Swarna Andhra Pradesh has been developed, which consists of undertaking the mammoth task of economic and social development through 7 Missions, in the areas of Primary Sector, Social Empowerment, Skill Development, Services Sector, Industry, Infrastructure and Urban Development. The following diagram depicts the areas and opportunities laid out by the AP Government.



One cannot plan development strategies and schemes of the magnitude contemplated by the Swarna Andhra Pradesh, without the support of a wide-range of technologies, one that is recently emerging Technology being Drone Technology. Not only would the drone technology enhance productivity in most of the sectors, but would also enhance efficiency, transparency, effectiveness and participation.

Keeping in view the aspirations for Swarna Andhra Pradesh, the following Vision Statement has been drawn up from the perspective of e-Governance, Electronics and IT: *“To develop Andhra Pradesh as an innovation society of global repute, with a focus on enhancing the quality of life of its citizens, through high quality education and health care, increased productivity in agriculture and allied activities, creation of requisite employment potential by promoting electronics and IT industries, and above all, by providing good governance.”*

The world has already seen successful usage of drones for Surveillance in areas not easily accessible by people, crop health identification and pesticide spraying, emergency deliveries during disasters, infrastructure monitoring and progress tracking etc. The use cases are unlimited and the Government of Andhra Pradesh has already taken several steps to integrate drone technology in governance. AP Drones Corporation has been set up in order to promote drone technology in the state.

4. Overview of the project

1. The scope of work comprises:
 - Design of the Center of Excellence for Drones for Andhra Pradesh State.
 - Andhra Pradesh Center of Excellence for Drones is expected to take up research & Innovation related to drones, trainings and capability building in the state, Act as an advisory/knowledge body, conduct studies related to the drone technology/industry.

- This projects scope includes formulating the strategic direction that such Center of Excellence must take.
 - To design and identify the right legal/institutional/organizational requirements required for such an establishment in a state.
 - To design and identify the right activities/functions that are to be pursued actively by such a center of excellence.
 - To design and identify the business model/investment needed for such centre and project future revenues and NPV.
2. PIA shall propose the right tools to enable the above.
 3. Based on the above research, PIA shall design action steps to be made by the APDC in order enable the kickstart and smooth functioning of the CoE.
 4. PIA shall also assist and support APDC and the state government in executing the above designed action steps.

5. Project Implementation Agency (PIA) – Scope of Work

Selected Agency shall deploy the team of experts as required and is expected to carry out the following task during the contract term of 12 months extendable up to 6 months on the same terms & conditions of the RFP without any increase in the man-month rate quoted by the bidder

5.1. PIA: Deliverables and Timelines

C	Activity/ Deliverable(s)	Items	Timelines (Months)
1.	Contract Signing	-	T0
2.	Planning and Pre-Implementation	<p>Inception Report cover the following</p> <ul style="list-style-type: none"> • Full detailed report on the strategy, legal/institutional/organizational requirement/business model/activities by the Centre of Excellence for Drones. • High level Project execution Plan • Detailed Project Plan • Resource Scheduling • Framework for monitoring project execution (Formats for all different interventions planned) 	(Planning and Designing Phase) T0 + 3
3.	Implementation	<ul style="list-style-type: none"> • Review report of implementation of action plans submitted by PIA • Review report of Weekly/ Monthly status reports 	Implementation Phase (T0+3 to T0+12)

5.2. Planning and Pre-Implementation

1. The PIA is to design the establishment of a center of excellence for drones in the Andhra Pradesh state.
2. The PIA is expected to collaborate and assist APDC team in laying the strategic direction the center of excellence must take. The agency is expected to assist A.P Drones Corporation to formulate the vision and mission and key goals and objectives for the center of excellence wing of APDC.
3. The PIA is expected to identify the right business model with all necessary projections/estimations for the next 5 years of operation.
4. The PIA is expected to project the estimated Capex and Opex needed for such an establishment and come up with innovative business models to fit within the allocated budget.
5. The PIA is expected to identify and propose the legal framework/ right organizational structure for the center of excellence. PIA is also expected to assist APDC in identifying the Key performance Indicators for such an establishment.
6. The PIA is expected to identify any research institution/center partners with whom the APDC can partner to enable efficient functioning of CoE and to enable the growth of drone technology in the state. The PIA is expected to layout the terms of such partnerships.
7. PIA is expected to also analyze similar center of excellence for drones in other countries / India to understand the activities taken up by such organization which might be relevant for the AP State.
8. The agency is expected to brainstorm and collaborate with APDC team to lay out the framework of the above design phase.
9. The agency is expected to design and plan interventions (immediate in 3 months, 6 months, 9 months, 1 year, 3 years and 5 years).
10. The agency is expected to layout the high level project plan (up to next 5 years) and very detailed project plan (next 1 year only) along with detailed budget estimates and timelines.
11. The agency is expected to arrange for resources needed for the timely project execution.
12. Agency is expected to support APDC with all the documentation required for obtaining the project execution approvals, budget approvals and project execution itself.
13. The agency must also assist in laying out the framework for monitoring of the project which is agreeable to the agency and APDC to be submitted at an agreed timeline to APDC over the course of implementation period.

5.3. Implementation Phase

- The PIA is expected to implement/execute the actions plans designed to ensure the goals and objectives of the CoE wing of APDC are met.
- The PIA is expected monitor and submit timely review reports of the action plans designed.

- PIA will plan for contingencies and activate them in the event of main interventions are not delivering on the agreed goals.

Note:

1. *It is mandatory that the resource proposed for the Project Director position should not change until the successful implementation, unless otherwise approved/required by APDC.*
2. *CVs of the Team shall be submitted by the Bidder as a part of the bid response*
3. *Sub-Contracting is not allowed for any of the roles.*
4. *Entire Team is required to be present at APDC office on the date and time intimated for the interview*
5. *Qualification, Experience and other details are specified in the Annexures*
6. *This contract term is for 12 Months (which is 9 months of implementation and 3 months of Planning and Design support) and shall be extendable upto 6 months on the same terms & conditions of the RFP without any increase in the man-month rate quoted by the bidder.*
7. *Price quoted for each resource shall be valid for a period of 2 years from the date of signing of contract. PMA should provide additional manpower requested by APDC, for the respective price quoted in the price bid.*

6. Payment Terms

6.1. Payment Schedule

Payment to the Successful Bidder shall be released as per the following:

2. Consultant team shall be deployed on T&M basis and Bidder shall raise bi-monthly invoice on pro-rata basis of the total contract value considering the number of full time / part-time resources who worked during the reporting period.
3. Invoice shall have the following:
 - i. Hard Copy of the Monthly report
 - ii. Monthly attendance report indicating daily attendance resource deployed
 - iii. Each man-month invoice shall have at least 21 working days
 - iv. Self-certification as to the compliance of laws relating to statutory contributions such as PF, Gratuity, LWF & ESI etc
4. In case of non-availability of resources equivalent replacement shall be provided
5. In case the situation demands where the candidate need to be replaced, bidder shall provide a suitable candidate with matching / near to matching skills to APDC.
6. All the penalties shall be applicable as mentioned in the Table 6.2 (Penalty Terms)
7. APDC shall release the payment within thirty (30) days of receiving the invoice
8. Payment shall not be made for any resource's nonworking man-day of whatsoever nature, on APDC working day(s).

6.2. Penalty Terms

S/N	Measurement	SLA	Material Breach	Penalty
-----	-------------	-----	-----------------	---------

S/N	Measurement	SLA	Material Breach	Penalty
1.	Delay in deliverables as per time-line, schedule and required quality	No Delay in submission of deliverables beyond the stipulated timelines (with quality as defined by APDC, as and when required) for reasons attributed to the PIA scope of work.	The delay in submission of deliverables (with quality as defined by APDC, as and when required) beyond one week of the stipulated time, for reasons attributed to the PIA scope of work, shall be treated as material breach.	Half a Percent (0.5 %) of the Total Contract Value (TCV) for every 1 week of delay in submission on an incremental basis to a maximum of 10 % of the TCV. If the penalty goes beyond 10%, the APDC reserves the right to terminate the contract in addition to forfeiture of PBG.
2.	Replacement of a Resource Person by the PIA.	No replacement of resources, within the first 3 months from the date of contract, from the ones submitted in the PIA's technical bid, without prior approval of APDC. Any Replacement of resources, intended by PIA shall be within 15 working days	Failure to replace a resource with the same qualification and experience as given in PIA's technical bid, within the stipulated timelines or replacement in violation of this clause, shall be treated as material breach.	Half a Percent (0.5 %) of the Total Contract Value (TCV) per resource per event shall be levied as penalty.
3.	Replacement of resources due to underperformance during the project	APDC may request the Consultant to replace any of the resources which are not performing to the expectations of the APDC	Non-replacement of resources with similar experience and with same or higher qualification beyond twenty-one days from the date of making the request by the APDC shall be treated as material breach	The under-performing resource shall be given a notice with timelines of 1 week (7 days). Beyond 1 week (7 days), the resource shall be deemed to be discontinued from the project team. The PMA shall replace her/him with a new resource with similar

S/N	Measurement	SLA	Material Breach	Penalty
				qualification & experience, at no extra cost, within 30 days from such discontinuation. In-case the PMA is unable to provide a suitable replacement, 0.10 % of the TCV per resource per week from the 22 nd day onwards may be levied as penalty, at the sole discretion of APDC.
4.	Availability of the resources at client defined locations	All resources, deployed, should be available as per agreed work plan on working days of APDC. Notwithstanding anything to the contrary, if any resource is not available for more than 2 consecutive working days, without prior approval of APDC, PIA shall deploy a substitution resource at no additional cost.	PIA shall not bill for any resource which are not available at the client defined locations, for whatsoever reason.	Non replacement of resources, as stipulated under this clause, shall lead to a penalty of 0.10 % of TCV per resource per incident.

Note:

1. *No change in the resources are permitted within first 3 months from the date of signing of contract*
2. *The aggregate Penalty shall be capped to a maximum of 10% of the Total Contract Value*
3. *This contract term is for 12 Months (which is 9 months of implementation and 3 months of Planning and Designing support) and shall be extendable upto 6 months on the same terms & conditions of the RFP without any increase in the man-month rate quoted by the bidder.*
4. *Deployment of Strategy Team: Within ten (10) working days from the date of signing of the Contract*
5. *Deployment of Implementation Team: Within one (1) calendar month from the date of deployment of the Core Team*

7. Pre-Qualification Criteria

The bidder should satisfy the following Pre-qualification criteria to be eligible for further technical evaluation under this RFP. The bidder should enclose documentary evidence for fulfilling the Eligibility in the Pre-Qualification Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid is liable to be rejected.

S. No.	Criteria	Documentary Evidence(s)
1.	The Bidder should be a Consulting firm / Company registered under Companies Act, 1956 (or as amended) or a LLP / Partnership under Partnership Act, 1932 (or as amended) with at least 10 years of Operations in India as on bid submission date	<ul style="list-style-type: none"> • Copy of Certification of Incorporation / Registration Certificate • PAN card • GST registration
2.	The Bidder should have an average annual turnover of INR 100 Crores or more for the last three financial years (FY 2015-16, 2016-17 and 2017-18) in the area of Consultancy / Advisory	<ul style="list-style-type: none"> • Audited financial statements for the last three financial years (FY 2015-16, 2016-17 and 2017-18) • Turnover certificate duly certified by Statutory Auditor
3.a	<p>A) The bidder must have experience with at least two(2) projects related to drones/associated technology with any government body in India in the last five (5) financial years as on bid submission date.</p> <p>B) The bidder must have experience in at least 2 projects having business model development as part of the scope in the last five (5) financial years as on bid submission date.</p>	<ul style="list-style-type: none"> • Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order <p>OR</p> <ul style="list-style-type: none"> • Self-certificate from the Bidder mentioning the Scope of Work and Value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid <p>AND</p> <ul style="list-style-type: none"> • Completion Certificate with payment details issued & signed by the competent authority of the client entity on the entity's letterhead. Client letter indicating start and end date for ongoing projects details issued & signed by the competent authority of the client entity on the entity's letterhead. <p>OR</p> <ul style="list-style-type: none"> • Copies of payments received,

S. No.	Criteria	Documentary Evidence(s)
		signed by the Statutory Auditor of the Bidder or any other document proving the part/full completion of the project
3.b	<p>A. The bidder must have experience with at least one project in setting up a center of excellence for drones in the past. (National/International experience of bidder's global network showcasing international best practices is preferable)</p> <p>B. The bidder must have experience with at least one (1) project involving setting up research/knowledge /Experience /Excellence center in India in the area of emerging technologies in the last five (5) financial years as on bid submission date.</p>	<ul style="list-style-type: none"> • Internal projects, only if it meets the required criteria, can be showcased • Self-certificate from the Bidder mentioning the Scope signed by authorized signatory of the Bidder for this Bid for internal citations • Work Order / Contract /Client letter clearly highlighting the Scope of Work and Value of the Contract / order for external clients
4.	Power of Attorney in favor of Authorized Signatory signing the Bid	<p>Specific Power of Attorney in favor of Authorized Signatory</p> <p>OR</p> <p>In case authorized Director / Partner or Proprietor of the Bidder signs the bid, a certified copy of the appropriate board resolution / document may be enclosed in lieu of the Power of Attorney.</p>
5.	The Bidder should not have been black-listed / debarred by any Central/State Government as on bid submission date (during last three (3) years)	<ul style="list-style-type: none"> • Undertaking signed by CEO / Country Head / Authorized signatory of the bid to be provided on Non-judicial stamp paper of INR 100/- or such equivalent amount duly attested by notary public
6.	Conflict of Interest	<ul style="list-style-type: none"> • Undertaking signed by Authorized signatory of the bid on company letter head in the format specified in Annexure XV: Conflict of Interest

NOTE:

1. Consortium is not allowed
2. Only the Technical bids of those bidders, who meet the Pre-Qualification criteria, shall be opened.
3. Only the bids of those Bidders, who submit the prescribed Bid Processing Fee and EMD shall be considered for evaluation. The bids not accompanied with a valid Bid Processing Fee and EMD towards the security shall be summarily rejected.
4. Bidders are required to provide the aforementioned information as per the formats provided along with the required supporting documents for each of the criteria.
5. Proposals without necessary supporting documents or without meeting the prescribed qualification criteria will be treated as non-responsive and will not be considered for further evaluation.

8. Technical Evaluation Criteria

The Bidder will be evaluated on the following technical evaluation criteria. If the Bidders fails to enclose the documentary proof for eligibility, their bid is liable to be rejected.

S. No	Technical Evaluation Criteria	Technical Scoring (Marks)
1.	Organizational Relevant Past Experience	30
2.	Personnel profile and experience	35
3.	Approach & Methodology including Work Plan	35
	Total Marks	100

S. No	Criteria/Sub Criteria	Marking Schema	Max Marks	Supporting documentary evidence
A	Relevant Past Experience		30	
A1	The bidder must have experience with at least one project in setting up a center of excellence for drones in the past. (India/International experience of bidder's global network showcasing international best practices is preferable)	One project = 7.5 marks	7.5	<ul style="list-style-type: none"> • Internal projects, only if it meets the criteria, can be showcased • Self-certificate from the Bidder mentioning the Scope signed by authorized signatory of the Bidder for this Bid • Work Order / Contract /Client letter clearly highlighting the Scope of Work and Value of the Contract / order
A2	The bidder must have experience with at least two (2) projects involving setting up research/knowledge /Experience /Excellence center in India in the area of emerging technologies in the last five (5) financial years as on bid submission date.	Each project = 3.75 marks	7.5	

S. No	Criteria/Sub Criteria	Marking Schema	Max Marks	Supporting documentary evidence
				for external clients
A3	The bidder must have experience in at least 3 projects having business model development as part of the scope in the last five (5) financial years as on bid submission date.	One project = 2.5 marks	7.5	<p>Work Order / Contract clearly highlighting the Scope of Work and Value of the Contract / Order</p> <p>OR</p> <p>Self-certificate from the Bidder mentioning the Scope of Work and Value of the Contract/Order, signed by authorized signatory of the Bidder for this Bid</p>
A4	The bidder must have experience (at least three (3) projects) related to drones/associated technology with any government body in India in the last five (5) financial years as on bid submission date.	<p>Completed Drones Project – 3.5 Marks</p> <p>Each Dronesongoing project = 2 marks</p> <p>Each Associated Technology project = 1 Mark</p>	7.5	<p>Completion Certificate with payment details issued & signed by the competent authority of the client entity on the entity's letterhead.</p> <p>Client experience letter indicating start and end date for ongoing projects issued & signed by the competent authority of the client entity on the entity's letterhead.</p> <p>OR</p> <p>Copies of payments received, signed by the Statutory Auditor of the Bidder or any other document proving the part/full completion of the project</p>

S. No	Criteria/Sub Criteria	Marking Schema	Max Marks	Supporting documentary evidence
B	Personnel Profile and Experience		35	
B1	Team and staffing plan will be proposed by the PIA in their technical proposal	35	35	100% marks shall be based on personal interviews specified in section 5.4 of this RFP
D	Approach & Methodology		35	
D1	<ul style="list-style-type: none"> • Understanding of the objectives of the assignment • Demonstration of understanding of the APDC's requirements • Work Plan and staffing schedule • Project risks, challenges and mitigation strategies 	Presentation based (Entire team must be present for presentation)	35	Presentation along with supporting documents if applicable.
TOTAL MARKS			100	

Note:

1. *The Bidder shall submit the documents as per formats provided in this RFP. The Bids submitted without supporting documents are liable to be rejected. The Technical/Evaluation Committee's decision in this regard shall be final and binding on all.*
2. *The certifications of the proposed resources should be enclosed along with the CVs, in the technical bid, as mentioned in the Annexure XII*
3. *Price Bid shall be opened only for those bidders who qualify with minimum 70 marks in Technical bid evaluation.*
4. *In case none of the Bidders obtain the minimum score of 70, then the Authority, at its sole discretion, reserves the right to reduce the minimum qualification mark to 60 or lower as per the case in the interest of this RFP. The technical committee's decision in this regard shall be final and binding on the bidder.*

9. Commercial Bid Evaluation

1. All the technically qualified bidders shall be notified to participate in Commercial Bid opening process
2. Bidders quoting unrealistic cost shall be rejected straightaway by APDC. Any bid found to have unsatisfactory response in the eligibility criteria as mentioned shall be rejected and shall not be considered for further evaluation.
3. The Commercial Bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Commercial Bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at purchaser's discretion.

4. Commercial Bids that are not as per the provided format in Section 11 (Price Bid Form) shall be liable for rejection
5. The bid price shall include all taxes and levies and shall be in Indian rupee and mentioned separately

10. Selection Criteria

10.1. Selection Method

1. **Quality and Cost based Selection (QCBS)** method shall be adopted for the evaluation of Bids.
2. Under QCBS, the Technical Proposals will be allotted weightage of 80% while the Commercial Proposals will be allotted weightages of 20%.
3. Only technically qualified bids shall be considered for commercial bid opening

10.2. Technical Bid Evaluation

The technical score of a bidder 'T_b' shall be assigned to the bidder and it shall be awarded based on the marks obtained by the Bidder in Technical Bid. "Technical Score" shall be assigned to the Bidder as per the formulae below:

T_{max} : Maximum Technical Score

T_b : Absolute Technical Score

T_n : Technical score of the bidder under Consideration

$$\text{Technical score (T}_n\text{)} = (\text{T}_b / \text{T}_{\text{max}}) * 100$$

(Adjusted to two decimal places)

APDC's decision in this regard shall be final & binding and no further discussion shall be held with the bidders.

10.3. Commercial Bid Evaluation

The Commercial Bids shall be opened, in the presence of Bidders' representatives who choose to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders.

The name of bidder & bid prices shall be announced at the meeting.

The Commercial score of a bidder 'F_b' shall be assigned to the bidder. 'F_b' shall be the total Commercial quote made by the bidder. The lowest evaluated Commercial Proposal (F_{min}) shall be given the maximum Commercial score (F_n) of 100 points. The Commercial scores (F_n) of the other Commercial Proposals shall be calculated as per the formula for determining the Commercial scores given below:

F_{min} : Commercial quote of the lowest evaluated Commercial

proposal

F_b : Commercial quote for the bidder under consideration

F_n : Normalized Commercial score for the bidder under consideration

Normalized Commercial Score (F_n) = (F_{min}/ F_b) * 100

(Adjusted to two decimal places)

10.4. Final Evaluation of Bid

Proposals shall be ranked according to their combined technical (T_n) and Commercial (F_n) scores using the weights ($T = 0.80$ the weight given to the Technical Proposal; $P = 0.20$ the weight given to the Commercial Proposal; $T + P = 1$).

The final evaluation shall be based on Final Score which shall be calculated as shown below:

Final Score (S) = $T_n \times T + F_n \times P$

The bidder achieving the highest combined technical and commercial score shall be invited for awarding the contract

In case of a tie where two or more bidders achieve the same highest combined technical and commercial score, the bidder with the higher normalized technical score shall be invited.

11. Price Bid Form

To,

[Date]

The Chairman and Managing Director,
Andhra Pradesh drones Corporation Private Limited
NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station,

NH -65, Vijayawada – 520 013

Sub: Selection of Project Implementation Agency (PIA) for the project “**DESIGN, ESTABLISH AND MONITOR CENTER OF EXCELLENCE FOR DRONES IN ANDHRA PRADESH**”

Ref: APSFL/APDC/COE/2019, Dated: 08/03/2019

With reference to, the subject work and RFP referred above we submit the following Price Bid:

S. No.	Role	No. of Resources	Total Man-months (A)	Man-month Rate (INR) (Including Taxes*) (B)	Total Price (INR) - (Including Taxes*) (C=A*B)
1.					
2.					
3.					
4.					
...					
Total Man-Months					
Total (In Words)					

Note:

- 1. The price quoted above shall be inclusive of all taxes including GST (applicable rate as on the submission of the bid). Adjustments of invoices are subject to change in GST rates from time to time.*
- 2. The price quoted above shall be inclusive of travel, accommodation and all other out of pocket expenses.*
- 3. If there is a discrepancy between words and figures, the amount in words shall prevail.*
- 4. In case of any revisions in the Tax Structure, the prevailing tax rates will apply on the Total Contract Value.*
- 5. Prices quoted for each resource shall be valid for a period of 2 years from the date of signing of contract. PIA should provide additional manpower requested by APDC, for the respective price quoted above.*

Bidder Signature

Name:

Designation:

Address:

Bidder Seal

Place:

Date:

12. Annexures

Annexure I - Enclosure to Price Bid

(On Bidder's letterhead)

To,
The Chairman and Managing Director,
Andhra Pradesh Drones Corporation Private Limited,
NTR Administrative Block, 3rd Floor,
Pandit Nehru Bus Station, NH -65, Vijayawada - 520001

(Date)

Sub: Selection of Project Implementation Agency (PIA) for the project **“DESIGN, ESTABLISH AND MONITOR CENTER OF EXCELLENCE FOR DRONES IN ANDHRA PRADESH”**

Ref: APSFL/APDC/COE/2019, Dated: 08/03/2019

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal to provide project design and implementation support for the project **“DESIGN, ESTABLISH AND MONITOR CENTER OF EXCELLENCE FOR DRONES IN ANDHRA PRADESH”**

- 1) 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.
- 2) I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/We to the best of our knowledge 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 Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 5) 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 selected PIA, without incurring any liability to the Bidders

- 6) I/We to the best of our knowledge 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.
- 7) I/We to the best of our knowledge further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 8) 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 PIA or in connection with the Selection Process itself in respect of the above mentioned Project.
- 9) 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 our Proposal is not opened or rejected.
- 10) I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.
- 11) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

Annexure II – Profile of the Bidder/Partners

(To be submitted by Bidder)

#	Particulars	Details
1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company)	
4.	Registered Office Address	
5.	Office Telephone Number	
6.	Fax Number	
7.	Contact Person	
8.	Name	
9.	Telephone Number	
10.	Email Address	
11.	Local presence at Andhra Pradesh	
12.	Office Address	
13.	Office Telephone Number	
14.	Fax Number	
15.	Contact Person (in Andhra Pradesh)	
16.	Name	
17.	Telephone Number	
18.	Email Address	
19.	Registration Details	
20.	Permanent Account Number	
21.	GST Registration Number	
22.	Banker's Name, Address and Account Number	

Annexure III - Financial Information

(To be submitted by Bidder)

Annual Turnover of the Bidder

Criteria	Sub Criteria	FY	Total Financials
Financial Capability	Turnover exclusively from business activities related to Consultancy / Advisory Services	FY 2015-16	
		FY 2016-17	
		FY 2017-18	
Net-worth	Measured as paid-up capital plus free reserves	FY 2015-16	
		FY 2016-17	
		FY 2017-18	

Documentary Proof required:

1. Statutory Auditor clearly specifying the turnover and Net-worth for the specified years
2. Audited P&L statements and Balance Sheets

Annexure IV - Declaration of Acceptance of Terms and Conditions in the RFP

(To be submitted by Bidder)

To,

[Date]

The Chairman and Managing Director,
Andhra Pradesh Drones Corporation Private Limited,
NTR Administrative Block, 3rd Floor,
Pandit Nehru Bus Station, NH -65, Vijayawada - 520001

Sub: Selection of Project Implementation Agency (PIA) for the project **“DESIGN, ESTABLISH AND MONITOR CENTER OF EXCELLENCE FOR DRONES IN ANDHRA PRADESH”**

Ref: APSFL/APDC/COE/2019, Dated: 08/03/2019

Sir,

It is to certify that the RFP document – RFP No..... dated..... is carefully read & understood and all the sections and clauses are COMPLIED. There is no deviation from the terms & conditions of the RFP.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

Annexure V - Declaration regarding Clean Track Record

To,

[Date]

The Chairman and Managing Director,
Andhra Pradesh Drones Corporation Private Limited,
NTR Administrative Block, 3rd Floor,
Pandit Nehru Bus Station, NH -65, Vijayawada - 520001

Sub: Selection of Project Implementation Agency (PIA) for the project **“DESIGN, ESTABLISH AND MONITOR CENTER OF EXCELLENCE FOR DRONES IN ANDHRA PRADESH”**

Ref: APSFL/APDC/COE/2019, Dated: 08/03/2019

Sir,

I/We hereby declare that my company has not been debarred / black listed as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organizations, and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

Annexure VI - Format for Past Experience of the Bidder

Please provide citations as per the Qualification / Technical criteria in the format provided below. The relevant documentary proofs need to be attached.

Project Title (AttachseparatesheetforeachProject)			
Name of Client		Address	
Type of Client (Govt./PSU/Others)		Order Value of the Project(in Crores)	
Duration of the Assignment		Start Date (month/year):	
		End Date (month/year):	
Referrals(Client side): Provide one referral only	Name		
	Designation		
	Contact Number		
	E mail Id		
Brief Description of the Project			

Documentary Proof Required:

- Copy of Work order
- Certificate of successful operation by the client

Annexure VII- EMD Format

(To be executed in INR 100/- Stamp Paper)

To,
The Chairman and Managing Director,
Andhra Pradesh Drones Corporation Private Limited,
3rd Floor, NTR Administrative Block,
Pandit Nehru Bus Station,
NH – 65, Vijayawada – 520013

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Guarantee executed by _____ (Banker's Name & Address) having our Head Office at _____ (address) (hereinafter referred to as "Bank") in favor of Andhra Pradesh Drones Corporation Private Limited, NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada – 520013 India (hereinafter referred to as "Beneficiary") for an amount not exceeding INR _____/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as "Bidder") against RFP reference _____ dated __/__/__ of M/s. Andhra Pradesh Drones Corporation Private Limited (APDC). This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of INR _____ /- (Rupees _____ Only) and the guarantee shall remain in full force up to _____ (date) and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before _____ (date).

ANDWHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalized Bank for the sum specified therein as EMD towards bid submission.

ANDWHEREAS we have agreed to give the Bidder a Guarantee.

THEREFORE, we (Bankers address) , hereby affirm that we are Guarantors and responsible to you on behalf of the Bidder for INR _____/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand without any demur, cavil or argument, any sum or sums within the limit of INR _____/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Bidder.

This Guarantee is valid until_____.

Place:

Date:

Signature and seal of Guarantors (Bank)

Annexure VIII – Performance Bank Guarantee Format

(To be submitted by the successful bidder on INR 100/- stamp paper)

In consideration of APDC (“Authority”), having agreed to accept from _____ “successful bidder”, a Performance Bank Guarantee as maybe modified from time to time wherever necessary under the terms and conditions of the Agreement entered into by the said successful bidder in respect of work _____, RFP No. _____ under APDC for the due fulfilment of the terms and conditions of the said Agreement under APDC, on production of a Bank Guarantee for INR__ (Rupees _____ only), we _____ “Bank” _____ branch, hereby undertake the guarantee to pay immediately to APDC, on demand in writing by APDC, an amount of INR _____ (Rupees _____) without any reservation and recourse against any loss or damage caused to or suffered by APDC by reason of any breach by the successful bidder of any of the terms and conditions of the said agreement under the said Authority.

We _____ Bank, further agree that the guarantee hereby contained shall remain in full force and effect during the period that will be taken for the performance of the said Agreement under the APDC and that it shall be in enforcement until all the dues of APDC under or by virtue of the said Agreement under the APDC have been fully paid and their claims satisfied or discharged or until the said Authority certifies that the terms and conditions of the said Agreement under the APDC have been fully and properly carried out by the successful bidder and accordingly discharges the guarantee subject. This bank guarantee is valid till _____ (date) and APDC shall have no rights under this guarantee after _____ (date).

We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the APDC in writing.

Dated _____ day of _____ 2017.

Place:

Date: Signature and seal of Guarantors (Bank)

Annexure IX- Power of Attorney

Sample form of Power of Attorney for signing the Application & Bid

(On INR 100.00 Non judicial Stamp Paper and duly notarized)

KNOW ALL MEN BY THESE PRESENTS,

We _____ (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (*name*), _____ son/daughter/wife of and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) 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 application for qualification and submission of our bid for the Project proposed by the _____ (the "APDC") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the APDC, representing us in all matters before the APDC, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the APDC in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the APDC.

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

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

For _____
(Signature, name, designation and address)

Witnesses:

1. (Notarized)
- 2.

Accepted
(Signature, Name, Title and Address of the Attorney)

Note:

1. *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 seal affixed in accordance with the required procedure.

- 2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 3. In case the Application is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such APDC may be enclosed in lieu of the Power of Attorney.*

Annexure X- Format for Manpower details

Bidder to provide details of the manpower as per format mentioned below:

S. No.	Names of resources	Proposed role	Education Qualification	Relevant Experience	Total Experience	Supporting Document(s)

Annexure XI-Pre-Bid Queries Format

All enquiries from the Bidders relating to this RFP must be submitted to the Senior Manager, Vijayawada. These queries should be e-mailed to srmgr-drones-apsfl@ap.gov.in. The queries should necessarily be submitted in the following Format:

S. No.	Section No.	Page no.	Content of the RFP requiring clarification	Clarification Sought

CV Format

1.	Proposed Position				
2.	Name of Firm				
3.	Name of Expert				
4.	Citizenship				
5.	Education				
6.	Membership in Professional Associations (Professional Certifications)				
7.	Countries of Work Experience				
Language Skills (mark Excellent/ Good/ Average)		Language	Read	Write	Speak
		English			
		Hindi			
		<Add language>			
8.	Employment Records				
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
9.	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned				
<i>Project Name</i>					
<i>Year</i>					
<i>Location</i>					
<i>Client</i>					
<i>Main project Features</i>					
<i>Position Held</i>					
Activities Performed:					
Expert's contact information					
e-mail:					
Phone:					
<u>Certification:</u> I, the undersigned, certify that to the best of my knowledge and belief that					
<ul style="list-style-type: none"> • This CV correctly describes my qualifications and my experience • I understand that any suppression of fact or misleading description herein may lead to my disqualification or dismissal, if engaged 					
Name of Expert:		Signature		Date:	

Annexure XIII: Summary of Roles & Responsibilities

The roles of the stakeholders shall change over a period of time as the Project will evolve from design to implementation and enter the operations phase. Stakeholders' responsibilities, illustrative organizational structure for the design & implementation phase, operational phase is given below:

Various stakeholders identified for the Project are as below:

APDC: A.P Drones Corporation

PIA: Project Implementation Agency

AB: Advisory Board of APDC

Responsibilities are shown using RACI Matrix which splits Project tasks down to four participatory responsibility types that are then assigned to different stakeholders in the Project.

- R (Responsible) - Those who do work to achieve the task
- A (Approve) - The Stakeholder that ultimately approves the task
- C (Consulted) - Those whose opinions are sought (2 way communications)
- I (Informed) - Those who are kept up-to-date on progress (1 way Communication)

Summary of Roles and Responsibilities of stakeholders (Indicative)

S. No.	Activity	APDC	AB	PIA
1.1	Full detailed report on the strategy, legal/institutional/organizational requirement/business model/activities by the Centre of Excellence for Drones.	A	C	R
2.2	Preparation and submit high level and detailed Project Plan	A	C	R
3.3	Implementation of Interventions planned to meet the mutually agreed goals and objectives	A	I	R

Annexure XIV: Key Performance Indicators

S. No.	Category	Key Performance Indicator	UOM	Range	Index
1.	Schedule	Project progress at any given day	%	>	90%
2.		Completion of the project within the timeline	%	~	100%
3.	Scope	Progress of Quality Assurance & Quality Control activities at any given day	%	>	80%
4.		Deviations / Defects / errors on any given day of the total QC categories	%	<	10%
5.		Overall Issues / Concerns of the project, on the date of GO-Live	%	~	0%
6.	Resource	Resource utilisation	%	>	85%
7.	Others	Pending issues (seeking approvals, resolutions, etc.) on any given day	No.	<	5
8.		No. of Working days for delay in payment processing, with due compliance.	Days	<	7

Note:

1. KPI shall be liable to change at the time of signing of contract as mutually agreed between both the parties.

Annexure XV: Format for Conflict of Interest

To,
The Chairman and Managing Director,
Andhra Pradesh Drones Corporation Private Limited,
3rd Floor, NTR Administrative Block,
Pandit Nehru Bus Station,
NH – 65, Vijayawada – 520013

Sub: Selection of Project Implementation Agency (PIA) for the project “**DESIGN, ESTABLISH AND MONITOR CENTER OF EXCELLENCE FOR DRONES IN ANDHRA PRADESH**”

Dear Sir,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with APDC/APSFL.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold APDC/APSFL harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by APDC/APSFL and/or its representatives, if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____