

Request for Proposal (RFP)
For
Selection of NICS I empaneled Consultant as Knowledge Partner aiming at
organizational transformation leveraging IT, Non-IT and Revenue
Augmentation interventions

For



Assam State Transport Corporation (ASTC)
Government of Assam

Issued by: Managing Director, Assam State Transport Corporation (ASTC).

Table of Contents

1. Assam State Transport Corporation (ASTC) – An Introduction	4
2. Project Requirements	5
2.1 Project Background	5
2.2 Need for Knowledge Partner	6
2.3 Project Objectives	6
2.4 Scope of work of Knowledge Partner	7
2.4.1 Area 1: ICT initiatives	7
2.4.2 Area 2: Financial Expertise for Revenue Generating Initiatives	8
2.5 Minimum Qualification of Resources for the Project	10
3. Terms of engagement	12
3.1 Tenure	12
3.2 Key Milestones	12
3.3 Payment	13
4. Selection and Evaluation Criteria	14
4.1 Technical Evaluation and Scoring	14
4.2 Technical Scoring for Resources	15
4.3 Technical Scoring for Similar Works	18
4.4 Technical Scoring for Approach and Methodology	19
4.5 Standard Templates for CV, Similar Works and Case Study	20
4.5.1 Format for CV	20
4.5.2 Format for Summary of Relevant projects showcasing similar experience	22
4.5.3 Format for Case Study for Relevant projects showcasing similar experience	23
5. Standard Terms and Conditions	24
6. Conflict of interest	26

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 Assam State Transport Corporation, Paltan bazaar, Guwahati-781008 (hereinafter referred to as “ASTC”) or any of its employees or advisors, 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.

The purpose of this RFP is to provide the Applicant(s) with information to assist in the formulation of their Applications. This RFP does not purport to contain all the information each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for ASTC, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. ASTC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP.

ASTC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. ASTC may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The issue of this RFP does not imply that the ASTC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Transaction Advisory services and the ASTC reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the ASTC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the ASTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. Assam State Transport Corporation (ASTC) – An Introduction

Assam State Transport Corporation was constituted under State Road Transport Corporation Act 1950 in order to provide adequate, economic and dependable public transport service to the people. Therefore, its prime objective is to cater to the travelling need of the people of Assam.

The public Road Transport is the most important means of communication for the movement of goods as well as passengers traffic in the State. In the road transport system of the State, both public and private sector operators are playing equally important role. Earlier, the Assam State Transport Corporation (ASTC), a State Government undertaking and one of the premier public enterprises of the State with its headquarter in Guwahati, is mainly concerned with the movement of passenger traffic on the nationalized routes of the State, while the private sector road transport operators are involved in the Intra-State movement of both goods and passenger traffic throughout the State.

With the changing scenario, both the ASTC and private operators are providing transport services equally in the interest of passenger traffic. The ASTC has been providing efficient, safe, reliable, economic and dedicated services to the people especially in the rural and other backward areas since its inception and have earned the appreciation of the people of the State. ASTC has luxury and regular buses for normal bus routes and special mini buses for hill routes. ASTC operates Night Super deluxe, Executive class; air conditioned class and Volvo coach buses providing affordable fares and reliable road transport to passengers. Besides providing online ticket booking facility to passengers, ASTC also provides courier services, cargo services.

2. Project Requirements

2.1 Project Background

Assam State Transport Corporation (ASTC) caters to the transport needs of the travelling public of the state of Assam. The Corporation is the sole agency for public transportation under the Department of Transport, Govt. of Assam. The Corporation is also responsible for creating infrastructure of public transport facilities in the State.

ASTC has taken multiple steps to improve the current operating module and infrastructure to match up with the ever growing demand in the city of Guwahati and thus keeping the same endeavor, would like to introduce and utilize the modern day advanced tools, technology and techniques to further improve the quality of services. It envisages to provide a world class operational system for managing the Transport System for a better and reliable passenger services as well as increased revenue.

ASTC has undertaken the following key initiatives:

1. **Monetization of unutilized assets:** ASTC has substantial land property located at prime locations spread across the state. Most of these land properties are lying underutilized. Some of these are under illegal encroachment. There is every scope to monetize these valuable properties. It is therefore, proposed to lease out some of these to Govt. / Semi-Govt. / other reputed parties for commercial use on PPP mode where fund will be raised from private partners and ensure their optimum use. Thus, valuable revenue may be generated.
2. **Integrated Public Transport Management System (IPTMS):** Over the last few years Public Transport System throughout the globe including India has developed tremendously. Modern technology has been put to use extensively. Integrated Public Transport Management System (IPTMS) has been widely adopted. Every aspect of management including operation, Vehicle Tracking System, maintenance, Human Resource, discipline, vigilance, ticketing, dissemination of information for public, settlement of public grievance and MIS facilitating real time monitoring, analysis and decision making etc. are made possible through IPTMS in real time. In fact, a few provisions like E-Ticketing, Breakdown Management System, Rental Management System etc. are already put to use recently in ASTC. In today's tech-savvy environment, those who do not adopt modern technology, would certainly lag behind in the competition and will ultimately be pushed to oblivion. In the above circumstances, to make Smart Transport a reality, adoption of IPTMS in ASTC is key focus area.

2.2 Need for Knowledge Partner

ASTC strives to increase its revenue and fleet utilization keeping while focusing on Govt. identified priorities such as Connectivity to Rural Population, Use of Clean & Green Technology for Buses and Use of Modern Technology in its operations. While steps are being taken to phase out old vehicles and bring in newer vehicles in PPP mode with low upfront costs it is urgent that ASTC takes initiatives on leveraging every avenue of revenue generation and maximize operational efficiencies. It is with this in mind that ASTC is looking at bringing on-board a Knowledge Partner to run a Project Management Unit.

The PMU is expected to conduct a gap study and develop a strategic road map that would chart out opportunities in maximizing non-fare revenue, operational design (routes etc.) , develop KPIs to be monitored, institutional strategy (optimal staffing with right skill matrix) , financial & funding strategy, leveraging IT, developing effective marketing strategy. PMU knowledge partner shall be responsible to conceptualize, design, support in procurement and program management of initiatives emanating from agreed strategic road map aiming at meeting the defined project objectives.

2.3 Project Objectives

ASTC strives to meet the following objectives with the assistance of knowledge partner:

- **Effective & Efficient Public Transport Operations:**
 - Use of ICT enabled smart transport technology in areas of ticketing, passenger & vehicle information systems
 - Optimize fleet utilization and occupancy of buses through better scheduling
- **Effective Financial Management:**
 - Non-fare revenue augmentation through effective monetization of assets
 - Revenue collection with minimal leakage by using smart ticket & route scheduling
 - Effective Funding strategy requiring minimal upfront investment by ASTC
- **Institutional Reforms:**
 - Focus on ethical System by preventing revenue leakages
 - Branding of ASTC through effective marketing strategy
 - Focus on environment friendly bus services
 - Need of MIS Portal and system to run the organization in a centralized manner
 - Capacity building of staff to use smart transport technology and optimal and suitable staff-skill matrix

2.4 Scope of work of Knowledge Partner

The main aim of the Project Management Unit set up by Knowledge Partner is to assist in driving the project objectives of ASTC through effective planning and execution of various key Government development programs such as Rural Connectivity, Road Safety, Safety for Women travelers, Smart Transport etc. The proposed team would ensure implementation of key programs in mission mode, fixation of priorities and monitoring of achievements against targets of programs. Specifically, the teams would work to effectively implement interventions given below within the key focus departments. The overall responsibility of PMU will be in two broad areas Area 1 [Information Communication Technology (ICT) Initiatives] and Area 2(Financial Expertise for Revenue Generating Initiatives) as both areas require different resource skill sets, however the Knowledge Partner project manager shall ensure both Area 1 and Area 2 are implemented in cohesive complementary manner.

2.4.1 Area 1: ICT initiatives

Key Initiatives(indicative only) for scope of this RFP are as follows:

1. Enhancement of ASTC portal and Improvement of citizen facilitation services leveraging increased mobile penetration and other relevant methods.
2. Improving Internal Efficiency through Capacity Building & training staff.
3. Effective information dissemination to all stakeholders.
4. Command and Control Center, Fare collection, Grievance Management System, Bustracking, maintenance management, route scheduling etc.
5. Providing BI reports\Dashboard for tracking key performance indicators for ASTC for executive decision making.
6. Program Management of key IT initiatives.

Detailed Breakdown of scope under Area 1 is as per the following:

A. Inception Report & Work Plans:

- a) Establish a common view on project objectives and approach with ASTC senior management
- b) Develop detailed project plan with timelines, Work Plan
- c) Identify information requirements for the project
- d) Survey on key pain areas amongst all stakeholders

B. GAP Assessment- Software ,Infrastructure and Quick Win Program:

- a) Study the existing Technology & Infrastructure Landscape for all ASTC locations & Services
- b) Document the existing initiatives and applications used
- c) Identify & Finalize the Quick Wins
- d) Evaluate Stakeholders Requirements & Priorities

C. IT Strategy, Policy & Roadmap BPR Study Report:

- a) Consultation with key stakeholders for To-Be Assessment
- b) Understanding the best practices
- c) Leverage National & Global Best Practices
- d) Assess the existing policies & process and suggest BPR
- e) Prepare the IT Strategy, Roadmap & Policies

D. Finalize Enterprise Architecture:

- a) Develop the Centralized Enterprise Architecture across all applications & Services for ASTC:
- b) Finalize set of Enterprise Application, Third Party Applications, any support applications and related infrastructure
- c) Data Center and Disaster Recovery planning
- d) Identify Internal & External Integration Points

E. Bid Strategy Formulation:

- a) Consultation with key stakeholders' number of RFPs, global or local tendering process, selection criteria for implementing agency/ agencies etc.
- b) Prioritize the identified RFPs based on stocktaking, immediacy of need and cost of possible solutions

F. Preparation of RFP:

- a) Identify the bid process requirements
- b) Bid process management involving preparation of RFP documents, etc.
- c) Preparation of scope of work, pre-qualification criteria, deliverables etc.
- d) Bid evaluation mechanism
- e) Legal agreements with the implementing agency/ agencies

G. Project Monitoring Unit for Ongoing Initiatives:

- a) Take up Quick Wins, existing Initiative Upgradation
- b) Initiate Closure of Existing RFPs
- c) Set up Program Management Unit (PMU) organization to track, monitor, correct, and facilitate various ASTC's e-Gov Initiatives
- d) Drive Implementation of various work streams and eliminate any bottlenecks across the established work streams
- e) Establishing and maintaining key timeline templates for the overall project delivery
- f) Vendor Management, SLA monitoring, Implementation monitoring.

2.4.2 Area 2: Financial Expertise for Revenue Generating Initiatives

Knowledge Partner is expected to bring industry best practices to resolve key focus areas mentioned in project objectives.

A. Conduct Assessment study and enlist ASTC's Assets:

Outcomes:

- a) Inventory of tangible as well as intangible assets owned by ASTC.

- b) Support in leveraging key Govt. regulations/ policies to enhance revenues

B. Create Report on commercial attractiveness/potential of ASTC's owned assets:

Outcomes:

- c) Create a list of easy to monetize assets with high commercial potential.
- d) Review of policies (relevant to transport) to ensure regulatory conflicts with respect to monetization plans.
- e) Benchmarking of policies policy and suggestion on policy changes in the areas of conflict to enable fullcommercial realization of assets.
- f) Preparation of guidelines for investment

C. Identification of avenues for creation of new revenue generating assets

Outcomes:

- a) Locate areas where ASTC can set up systems and/ or policies which can be utilized to create non-tax revenue, especially from an e-governance perspective.

D. Prepare Feasibility reports on pipeline of projects

Outcomes:

- a) Create a pipeline of potential projects which are commercially attractive.
- b) Brief feasibility reports including estimates for top 2 of the identified projects and provideestimates of revenue enhancement feasible.

2.5 Minimum Qualification of Resources for the Project

#	TITLE	Minimum qualification criteria	Deployment
1	Project Manager(ICT)	<p>a. B.E / B.Tech with MBA with 6 Years of experience in Business analysis, requirement gathering, Business process mapping, IT consulting& IT implementation.</p> <p>b. Experience in IT industry must at least be for 3 years.</p>	<p>One Resource.</p> <p>Full time onsite deployment in Guwahati</p>
	Senior IT Consultant	B.E / B.Tech and more than 10 years of experience in IT requirement analysis and Solutioning of IT projects.	One Resource. Full time onsite deployment in Guwahati.
2	IT Strategy/ Procurement Expert	<p>a. B.E/ B.Tech and MBA with more than 10 Years of experience</p> <p>b. Experience in Large Indian Central/State Governmentprogram management unit of project.</p>	<p>One Resource.</p> <p>50% on-site deployment.</p>
3	Finance Expert(Asset Monetization)	<p>a. MBA/Equivalent with 7 Years of experience,</p> <p>b. With at least 2 years of financial modelling experience in implementing Govt. projects both at State Govt. and Central Ministry in India.</p>	<p>One Resource.</p> <p>Full time on-site deployment in Guwahati</p>
5	Project Specialist- Transport Domain Subject Matter Expert	<p>a) B.E/ B.Tech with 8 Years of experience.</p> <p>b) Experience in Indian (Central or State) Govt. transport projects covering Internal Efficiency ((eg. ERP,</p>	<p>One Resource.</p> <p>50% time on-site or of-site deployment.</p>

#	TITLE	Minimum qualification criteria	Deployment
		CCTV, Smart Card),), Revenue optimization & generation programs, future envisaged strategic initiatives for at least 1 project.	
6	Consultant (2 in Nos)	B.E/B.Tech with more than 3 years of experience	2 Resources. Full time onsite deployment in Guwahati

3. Terms of engagement

3.1 Tenure

Selected Knowledge Partner shall be engaged for period of 1 year from the date of award of work. Duration of this assignment may be extended further by a minimum of 1 year defined term beyond of this RFP on mutual agreement based on recommendation of ASTC after review of performance.

3.2 Key Milestones

S. No	Description	Expected Timelines	Milestones (Indicative Only)
Design of the framework	Inception Report & Work Plans	T0 + 1 month	Inception Report & Work Plans
	GAP Assessment- Software & Infra Quick Win Program:	T0 + 3 month	BPR Study Report
	IT Strategy, Policy & Roadmap BPR Study Report:		
	<ul style="list-style-type: none"> Finalize Enterprise Architecture including Bid Strategy Formulation. Asset Monetization Feasibility report as per scope. 	T0+ 4 month	Enterprise Architecture Action Plan and final DPR
Bid Process Management	Preparation of RFP:	T0 + 7months	RFP
	Bid Process Management		Selection Of SI
	Support in selection of SI and Contract Management.		Issuance of LOI and Contract Signing.
Project implementation and Go-live	Delivery of Hardware and Software, Inspection, Implantation , used acceptance test and Go-live	T0 + 12 months (= T1)	Project Go-live
Project Monitoring phase for implementation of project	Project Management Unit for Ongoing Initiatives:	T1 + 12 months	Monitoring and monthly reporting on key project indicators of System Integrator as perSLA, risk and mitigation plan if any.

3.3 Payment

The selected Knowledge Partner shall be paid based on time and materials basis of actual resource deployments. NICS rates for relevant resource category based on years of experience for empaneled consulting organizations shall be applicable. Payment will be done by ASTC on a monthly basis.

4. Selection and Evaluation Criteria

The consultant will be selected through limited tender process of NICS I empaneled firms under NICS I where firms are enlisted to provide quality consultancy services through open bidding process. The rates for NICS I would be fixed for all vendors and selection is purely based on absolute Scores in Technical Proposal. The bidder with the Highest T1 Scores would be selected and awarded the contract as evaluated by the designated ASTC selection panel.

4.1 Technical Evaluation and Scoring

1. Technical proposal of the bidder shall be submitted to ASTC. Based on evaluation done by ASTC Technical Score would be awarded out of 100 marks.
2. The weightage attributed to various sections of the proposal shall be as per the following:
 - a) CVs of Resources: 60 Marks.
 - b) Approach and Methodology: 20 marks
 - c) Experience of the Firm in carrying out similar projects: 20 marks
3. Mandatory Documents to be submitted:
 - a) CVs of Resources to be submitted as per format specified in this RFP.
 - b) Approach and Methodology covering understanding of scope, solution and key ideas to be submitted.
 - c) Experience of the Firm in carrying out similar projects: Case study as well as supporting client specific documents to be submitted. Case study format is enclosed in this RFP.
4. The Selected Bidder shall be the First Ranked Bidder (having the highest technical score). The Next Ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws, or fails to comply with the requirements specified.

4.2 Technical Scoring for Resources

Scoring Criteria for CVs			
#	TITLE	Scoring Criteria	Maximum Marks
1	Project Manager (ICT)	<p>Total Experience in years 6 <=years< 7 Years: 1 marks Years >=7 years: 2.5 marks</p> <p>Experience in years IT industry: 3 <=years< 4 years: 0.5 marks 4 <=years< 5 Years: 1 marks Years >=5 years: 2.5 marks</p> <p>As per NIRF 2017: Top 5 Engineering/MBA Institute:5 marks Top 30 Engineering/MBA Institute:4 marks</p>	10
2	Engagement Director	<p>Experience in large Central/State wide Govt. Projects : 1 projects: 0.5 marks 2 projects: 1 marks 3 projects : 2.5 marks</p> <p>As per NIRF 2017: Top 5 Engineering/MBA Institute:5 marks Top 30 Engineering/MBA Institute:4 marks</p> <p>Certification in IOT/Big Data/ Data Analytics: 1 marks</p> <p>Experience in years IT/Consulting industry: 3 <=years< 4 years: 0.5 marks 4 <=years< 5 Years: 1 marks Years >=5 years: 1.5 marks</p>	10
3	Financial Expert	<p>PPP Certification from recognized agency: 2.5 marks</p> <p>Total Experience in years 7 <=years< 8 years: 1 marks 8 <=years< 9 Years: 1.5 marks Years >=9 years: 2.5 marks</p> <p>Experience in years in Financial</p>	15

Scoring Criteria for CVs			
#	TITLE	Scoring Criteria	Maximum Marks
		Modeling Advisory: 2 <=years< 3 Years: 1 marks Years >=3 years: 2.5 marks Number of Financial Modeling projects in Industrial Infrastructure in India : 2 -3 projects : 1 marks 4 - 5 projects : 2 marks projects>5: 5 marks Experience of handling Transaction Advisory in North Eastern states of India: 2.5 marks	
4	Senior IT Consultant	IT experience in years: 10 <=years< 12 years: 1 marks 12 <=years< 14 Years: 2 marks >= 14years: 5 marks Total Consulting experience in years: 1 <=years< 2 years: 1 marks 3 <=years< 5 Years: 2 marks >=5 years: 5 marks Certification in ITIL/ ITSM Analytics: 1 marks Experience of Consulting for Govt. IT projects in North Eastern states of India: 2.5 marks	15

Scoring Criteria for CVs			
#	TITLE	Scoring Criteria	Maximum Marks
5	Project Specialist-Transport Domain Subject Matter Expert	Domain Experience (Central/State) With Govt. transport clients (Rail, Bus) covering IT projects: 1 Projects: 2.5 marks 2 Projects:5 marks Total years in Consulting/IT industry: 8<=years< 10 years: 1 marks 10<=years< 11 Years: 3 marks >=11 years: 5 marks	10
Maximum Marks : 60 marks			

4.3 Technical Scoring for Similar Works

Scoring Criteria for similar works , Maximum Marks: 20			
	Requirement Description	Supporting evidence required	Technical Marks Criteria
1	Experience in consulting for at least one of: Designing, Bid Process Management and Project Management for ICT enabled bus transport system for State/ Municipal body in India .All the project should have been awarded within last 3 years as on date of release of this RFP.	Copies of LOI/LOA/ Contract/ Work order or Purchase orders to be submitted.1 Page Case study to be submitted for each project	Maximum Marks:20 Each project compliant to mentioned requirements: 5 marks

4.4 Technical Scoring for Approach and Methodology

Scoring Criteria for similar works , Maximum Marks: 20			
	Requirement Description	Supporting evidence required	Technical Marks Criteria
1	Approach and Methodology (should not exceed 15 pages)	Approach and methodology and solution proposition	<p>Maximum Marks: 20 marks</p> <p>a) Understanding of the scope - (5 Marks)</p> <p>b) Solution Proposed(10 marks) as follows:</p> <ol style="list-style-type: none"> 1. IT roadmap 2. Bid process management 3. Project monitoring <p>c) Key suggestions/ innovative Ideas to meet project requirements. (5 Marks)</p>

4.5 Standard Templates for CV, Similar Works and Case Study

4.5.1 Format for CV

	Name			
	Position:			
	Date of Birth			
	Education:			
4. Employment Record	From	To	Company	Position Held
5. Brief Profile				
8. Countries of Work Experience				
9. Languages				
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned { please add as many rows required to best illustrate all the projects and nature of work undertaken by you}				
Nature of Work: Year: Location: Client: Employer: Position Held: Activities Performed <ul style="list-style-type: none"> • 				
Nature of Work: Year: Location:				

Client:

Employer:

Position Held:

Activities Performed

-

Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Additionally, I also certify that I shall be available for the entire duration of the contract.

Date: _____

Day/Month/Year

Signature of staff member

4.5.2 Format for Summary of Relevant projects showcasing similar experience

Duration (MM/YYYY)	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Indian Rupees)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country }	{e.g., US\$1 mill/US\$0.5 mill }	{e.g., Lead partner in a JV A&B&C }
{e.g., Jan- May 2008 }	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on..... }	{e.g., municipality of....., country }	{e.g., US\$0.2 mil/US\$0.2 mil }	{e.g., sole Consultant }

4.5.3 Format for Case Study for Relevant projects showcasing similar experience

Project Name:		Location :
Start Date (Mon/YYYY):	Completion Date (Mon/YYYY):	Approx. Value of Services:
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by the firm: 1. 2. 3. 4. 5.		

5. Standard Terms and Conditions

- i. The Selection Process shall be governed by, and construed in accordance with, the laws of Assam and the Courts at Guwahati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- ii. ASTC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the ASTC by, on behalf of and/or in relation to any Applicant; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- iii. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the ASTC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- iv. All documents and other information supplied by the ASTC or submitted by an Applicant shall remain or become, as the case may be, the property of the ASTC. ASTC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- v. ASTC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- vi. After selection, a Letter of Award (LOA) shall be issued in duplicate, by ASTC to the Selected Applicant and the Selected Applicant shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event of the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking applicant may be considered.

- vii. After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement and the Selected Applicant shall not be entitled to seek any deviation in the Agreement.
- viii. The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement or commence the assignment as specified, ASTC may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.
- ix. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Authority's antifraud and corruption policy.
- x. Authority will have the right to terminate the contract by giving thirty (30) days written notice. In the event of termination for no fault of Advisor, the Authority will reimburse all the expenses incurred by the Advisor (upon submission of proof) including closing up of the Project. If the contract is terminated due to the fault of the Advisor or in case of termination of the contract by the Advisor not attributable to the Authority, the Authority will forfeit the performance security of the Advisor.
- xi. ASTC reserves the right to add similar projects and delete similar projects at its discretion.
- xii. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

6. Conflict of interest

The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. Consultant and Affiliates not be otherwise interested in the Project.

Prohibition of conflicting activities

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

- a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement
- b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

Consultant not to benefit from commissions, discounts etc.

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

The Consultant and its Personnel shall observe the highest standard of ethics and should not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, if it determines that the Consultant has directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

Without prejudice to the rights of the Authority under Clause above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this

Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

The following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project.
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Disclosure obligation

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

Agency or employees of the Authority

No agency or current employees of the Authority shall work as Bidders under their own Ministries, departments or agencies. Recruiting former Government employees of the Authority to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from their Government or Authority confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Authority by the Bidder as part of his Technical Proposal.
