



GOVERNMENT OF ANDHRA PRADESH  
INDIA

# DEVELOPMENT OF MICE HUB

(INCLUDING MEGA INTERNATIONAL CONVENTION CENTRE)

AT THE CAPITAL CITY OF AMRAVATI

ON PPP BASIS

## REQUEST FOR PROPOSAL

(Ref. No: 14024(34)/125/2016)

This section specifies procedures to be followed by Bidders in preparation and submission of their Proposals and provide information on opening and evaluation of Proposals and award of the Project

**AUGUST 2018**



Issued by:

**Commissioner,**

**Andhra Pradesh Region Development Authority (APCRDA)**

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# **Request for Proposal (RFP)**

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## **Disclaimer**

The information contained in this **Request for Proposal document** (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) 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 not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and technical proposal (the “**Technical Proposal**”) and commercial proposal (the “**Commercial Proposal**”) pursuant to this RFP (**collectively the “Proposal**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation 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 Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, 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, completeness or reliability 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 for participation in the Bidding Process.

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

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

The issue of this RFP does not imply that the Authority is bound to short-list Bidders or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Technical Proposals or Commercial Proposals without assigning any reasons whatsoever.

The Authority, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder 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, completeness or reliability 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 for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The Authority and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder 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 Authority and also any cost relating to updating, modifying or re-submitting its Proposal pursuant to the RFP being updated, supplemented or amended by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Laws of the Republic of India are applicable to this RFP.

## Glossary

|  |  |
|--|--|
| <b>APCRDA</b>                                | Andhra Pradesh Capital Region Development Authority  |
| <b>Associate</b>                             | As defined in Clause 2.2.8   |
| <b>Authority</b>                             | As defined in Clause 1.1   |
| <b>Bid Parameter or Quoted Built-up Area</b> | As defined in Clause 1.2.8   |
| <b>Bid Security</b>                          | As defined in Clause 1.2.4   |
| <b>Bidder(s)</b>                             | means an interested parties/ consortia who make a Proposal in accordance with the provisions of the RFP (which expression shall, unless repugnant to the context, include the Members of the Consortium. |
| <b>Bidding Documents</b>                     | As defined in Clause 1.1.13  |
| <b>Bidding Process</b>                       | As defined in Clause 1.2.1   |
| <b>Bidding Schedule</b>                      | As defined in Clause 1.3   |
| <b>[BOT]</b>                                 | Build, Operate and Transfer  |
| <b>Commercial Proposal</b>                   | As defined in the Disclaimer   |
| <b>Commercial Development Area</b>           | As defined in Clause 1.1.2 (b)   |
| <b>Concessionaire</b>                        | As defined in Clause 1.1.10.5  |
| <b>Concession</b>                            | As defined in Clause 1.1.10.5  |
| <b>Concession cum Development Agreement</b>  | As defined in Clause 1.1.10.5  |
| <b>Conflict of Interest</b>                  | As defined in Clause 2.2.1(c)  |
| <b>Consortium</b>                            | As defined in Clause 2.2.1(a)  |
| <b>Damages</b>                               | As defined in Clause 2.2.1(c)  |
| <b>[DBFOT]</b>                               | As defined in Clause 1.1.10.1  |
| <b>Developer</b>                             | As defined in Clause 1.1.2   |
| <b>Development Agreement</b>                 | As defined in Clause 1.1.2   |
| <b>Eligible Experience</b>                   | As defined in Clause 3.2.1   |
| <b>Eligible Projects</b>                     | As defined in Clause 3.2.1   |
| <b>Experience Score</b>                      | As defined in Clause 3.2.6   |
| <b>Financial Capacity</b>                    | As defined in Clause 2.2.2 (B)   |
| <b>Government</b>                            | Government of Andhra Pradesh   |
| <b>Highest Bidder</b>                        | As defined in Clause 1.2.8   |
| <b>Indicative Project Cost</b>               | As defined in Clause 1.1.12  |
| <b>Jt. Bidding Agreement</b>                 | As defined in Clause 2.2.5 (g)   |
| <b>Lead Member</b>                           | As defined in Clause 2.2.5 (c)   |
| <b>LOA</b>                                   | Letter of Award  |
| <b>Member</b>                                | Member of a Consortium   |
| <b>MICE</b>                                  | Meeting, Incentives, Convention and Exhibition   |

|  |                                |
|--|--------------------------------|
| <b>Net Worth</b>                             | As defined in Clause 2.2.2 (B) |
| <b>O&amp;M</b>                               | Operation and Maintenance      |
| <b>PIM</b>                                   | Project Information Memoranda  |
| <b>PPP</b>                                   | Public Private Partnership     |
| <b>Project</b>                               | As defined in Clause 1.1.1     |
| Core MICE Hub Facility                       | As defined in Clause 1.1.2(a)  |
| Commercial Facilities                        | As defined in Clause 1.1.2(b)  |
| Riverfront Development                       | As defined in Clause 1.1.2(c)  |
| <b>Project Development Fee</b>               | As defined in Clause 1.2.13    |
| <b>Project Site</b>                          | As defined in Clause 1.1.1     |
| <b>Proposal</b>                              | As defined in the Disclaimer   |
| <b>Proposal Due Date</b>                     | As defined in Clause 1.1.13    |
| <b>Qualification</b>                         | As defined in Clause 1.2.1     |
| <b>Qualification Stage</b>                   | As defined in Clause 1.2.1     |
| <b>Quoted Built-up Area or Bid Parameter</b> | As defined in Clause 1.2.8     |
| <b>Re. or Rs. or INR</b>                     | Indian Rupee                   |
| <b>RFP or Request for Proposals</b>          | As defined in Clause 1.2.1     |
| <b>RFP</b>                                   | As defined in the Disclaimer   |
| <b>RFP Process Fee</b>                       | As defined in Clause 1.2.12    |
| <b>RoW</b>                                   | Right of Way                   |
| <b>Selected Bidder</b>                       | As defined in Clause 4.3.1     |
| <b>Shareholders Agreement(s) or SHA(s)</b>   | As defined in Clause 1.1.10.1  |
| <b>SPC-1 or SPC-2 or SPV-1 or SPV-2</b>      | As defined in Clause 1.1.10.1  |
| <b>Technical Proposal</b>                    | As defined in the Disclaimer   |
| <b>Technical Capacity</b>                    | As defined in Clause 2.2.2 (A) |
| <b>Threshold Technical Capacity</b>          | As defined in Clause 2.2.2 (A) |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

## 1. INTRODUCTION<sup>§</sup>

### 1.1. Background

**Andhra Pradesh Capital Region Development Authority (APCRDA)** (the “**Authority**” or “APCRDA”) has been constituted under Andhra Pradesh Capital Region Development Authority Act, 2014 (Act.No.11 of 2014) for the purposes of planning, execution, financing and promoting the Amaravati Capital Region and Amaravati Capital City area for the state of Andhra Pradesh. In line with this, a Detailed Master Plan, Zonal Regulations, and Integrated Infrastructure Master Plan has been prepared and notified by the Authority for Amaravati Capital City which can be downloaded from <https://crda.ap.gov.in/APCRDA/Downloads/MasterPlans/DetailedMasterPlanNR.pdf>.

Amaravati, the new capital city of the State of Andhra Pradesh, is a greenfield city being developed on 217.23 sq. km area of land along the banks of river Krishna with horizon population of 3.5 million by 2050. It is envisioned to be the “*People’s Capital of Andhra Pradesh*” and a *pioneer Smart City* in India. While the city has been envisaged to capitalize the rich heritage and culture of the region to create a unique identity, its positioning as an economic powerhouse is expected to structurally move economic activities in the region.

Amaravati is envisioned to be one of the top centres of economic, cultural & business activities of the South-East Asian region and a preferred destination for Meetings, Incentives, Conventions & Exhibitions (MICE).

33,000 acre of land has been already procured through land pooling for development of the City. Funding for initial trunk infrastructure development has been also mobilised from World Bank and HUDCO among others and work on the ground has started shaping up making the dream a reality.

The APCRDA has initiated the development of a State-of-the-Art MICE HUB comprising a Mega International Convention Centre along with other allied facilities including Exhibition Centre, Hotel(s), Multi-entertainment, Retail &

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#### <sup>§</sup> Instructions for Bidders

**Note 1:** The provisions in curly brackets shall be suitably modified by the Bidder after the RFP is issued. (See Appendix-VIII)

**Note 2:** Blank spaces contain formats that are to be used by the Bidder after the RFP is issued. (See Appendix-VIII)

**Note 3:** Footnotes marked “\$” in the relevant Clauses of the RFP are for guidance of the Bidders. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Bidders while submitting their respective Proposals. (See Appendix-VIII)

Commercial Development (including the residential component), Food Court, River Front – Hi-Street, Jetty, etc., at the new Greenfield Capital City of Amaravati, wherein one of the strategically located C6 Zones (Central Business District Zones) spread over approx. 42.0 Acres and situated along the banks of the Krishna River, has been earmarked for the development.

As part of its implementation plans, APCRDA intends to undertake the ***Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on Public Private Partnership (PPP) basis*** (the “**Project**”) and has, therefore, decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded.

The Authority intends to adopt **open competitive bidding process** for awarding the Project in accordance with the procedure set out herein. Brief particulars of the Project are as follows:

#### 1.1.1. **Project Site and Extent**

The Authority has identified approx. **42.00 acres** site at a strategic location in the Northwest region of the Amaravati Capital City along the banks of river Krishna (the “**Project Site**”). The land use of the proposed site is **C6 Zone (Central Business District Zones)** as per approved Master Plan of the City. The site is located within the planned financial hub of the city, bordering the proposed tourism hub of the city. The site has been handpicked so as to provide highest visibility and accessibility for the convention and exhibition facility.

At present the site is abutted by Amaravati-Karakatta Road (classified as Sub-arterial Road with RoW of 50m) on its north and a 4-lane (expandable to 8-lane) Seed Access Road (RoW-60m) to its South. The Seed Access Road is at final stages of construction. The site is separated by the upcoming Vijayawada bypass of NH 65 (9) to its East by buffer of green passive zone.

The site is more particularly defined at Schedule A of draft Concession cum Development Agreement. **Out of the total area of 42 acre, approx. 22 acre would be reserved for MICE Hub whereas approx. 20 acre would be available to the Selected Bidder for commercial development (including residential component).**

#### 1.1.2. **Project Scope**

The Project shall be developed and implemented in distinct zones:

- (a) The core part of the MICE Hub project such as convention centre, exhibition halls and hotel and all other allied facilities and support infrastructure facilities related to MICE Industry as described at Clause 1.1.2.1, shall be developed as one integrated zone on land area of **22**

**(twenty two) acre** (the “**Core MICE Hub Facility**”) to be provided to the Selected Bidder on lease hold basis; and

- (b) the remaining 20 (twenty) acre land would be reserved for commercial exploitation (“**Commercial Development Area**”) which may include multi-entertainment, retail, commercial office space, multiplex, hotels, residential and service apartment and other usages (the “**Commercial Facilities**” or “Commercial Development”) subject to applicable land use.
- (c) The third part of the Project shall be developed as river front development on additional land to be provided by the Authority (the “**River Front Development**”) on the opposite side of Amaravati – Karakatta Road just diagonally North of the site along river Krishna.

#### 1.1.2.1. **Core MICE Hub Facility**

1.1.2.1.1. The Concessionaire shall develop the Core MICE Hub Facility on **Design, Build, Finance, Operate and Transfer (DBFOT) Basis** with world class facilities capable of holding international and national level meetings, incentives, conventions and exhibitions. The Core MICE Hub Facility shall be developed on a minimum area of **22 (twenty two) acres** with following facilities::

**Phase-1** of the Core MICE Hub Facility shall comprise:

- (a) **Mega International Convention Centre:** Convention Centre with Main Hall with ceiling of minimum 15 feet high; to accommodate minimum **6000 pax** in theatre-style seating (expandable to 10,000 pax capacity in subsequent phase). This multi-purpose hall shall have no fixed seating and shall be with partitions for conducting multiple events simultaneously. The Mega International Convention Centre shall have following additional facilities
  - (i) Foyer area (including reception area, registration area, lounge area, aggregation area, break area etc.) commensurate to convention centre capacity.
  - (ii) Smaller Meeting halls of different sizes : 30 pax to 400 pax or more (number and capacity optional);
  - (iii) Board Rooms of different sizes – 10 pax to 30 pax (number and capacity optional)

- (iv) VIP Lounges and VVIP Lounges of different sizes (number and capacity optional)
  - (v) Ballroom and Banquet Halls (with pre-reception area) of adequate sizes (number and capacity optional).
  - (vi) Adequate space for minimum 50 stalls of minimum size of 3m x3m in high footfall area. This could be temporary or permanent facility.
  - (vii) Any other complementary facility as deemed fit to the requirement of MICE industry.
- (b) **Exhibition Halls (Multipurpose, Air conditioned)** with minimum of **9000 sqm** net carpet area for exhibition (including circulation) on aggregate basis. Net carpet area for exhibition (including circulation) in each hall should not be less than 3000 sqm. Net carpet area for exhibition shall be excluding including reception and booking area or aggregation area, common area (lift, staircase, lobby), stage area within hall, mezzanine area (if any), washroom, lockers, storage area, back end office area, loading and unloading area etc.
- (c) **Open paved facility of minimum 5000 sqm carpet area on aggregate basis** for holding exhibitions and events in open space.
- (d) **A Hotel of 5 Star** or above category with minimum 250 keys. Where applicable, some of the additional facilities mentioned for Convention Centre can also be accommodated in 5-Star Hotel facility.
- (e) **Other optional facilities:**
- Trade mart for showcasing handicraft, artifacts, gems and jewelry and geographical indicators for B2B and export promotion.
  - Office space for exhibitors, advertising and event management entities, trade promotion bodies/ association etc.

**Phase-II of the Core MICE Hub Facility shall comprise:**

- (a) **Mega International Convention Centre:** Expansion of Existing Convention Centre to accommodate upto to 10,000 pax in theatre-style seating.
- (b) **Exhibition Halls (Multipurpose, Air-conditioned):** Additional Exhibition Hall of minimum **4,500 sqm carpet area** for exhibition.

1.1.2.1.2. All the facilities of Core MICE Hub Facility shall be constructed complying with standards/ regulations / stipulations of apex international bodies

and in accordance with the provisions of the Concession cum Development Agreement.

1.1.2.1.3. Phase wise minimum development obligations of the Concessionaire are provided in the draft Concession cum Development Agreement.

#### 1.1.2.2. **Riverfront Development**

**Riverfront Development** including seating arrangements, food courts etc. can be developed on riverfront land diagonally opposite to the project site of 42 Acres. This land will be in addition to project site area of 42 acres. Land use of additional riverfront land is classified as '*Passive Green Zone*'. The development on this land shall be subject to applicable land use, zoning regulations and Riverfront Master Plan to be notified by the Authority.

- (i) It is the obligation of the Selected Bidder to plan and execute the river front development opposite (in North side) to the MICE Hub site for providing better river front experience to the MICE tourists.
- (ii) Extent of the area will be decided based on the plans submitted by the Concessionaire during Condition Precedent period. The approved extend of the area will be provided to the Concessionaire on License basis and the duration of license period will be co-terminus with the Concession Period (SPC1).
- (iii) Riverfront land will be provided on nominal lease rental of Rs 100 per acre for the entire license period.
- (iv) All the developments proposed in Riverfront area shall be as per the Applicable Riverfront Master Plan/ Development restrictions proposed by APCRDA and applicable laws including any river conservation laws applicable in the area.
- (v) The riverfront development shall remain open for general public. Entry fee to the proposed river front will be regulated by the Authority but the Concessionaire will have the rights to charge for value added services provided within riverfront area.
- (vi) Riverfront development shall be carried out concurrently with Phase-1 of Core MICE Hub Facility.

#### 1.1.2.3. **Commercial Facilities /Commercial Development**

1.1.2.3.1. Subject to the provisions of Concession cum Development Agreement, in consideration of designing, financing, constructing, operating and

maintaining the Core MICE Hub Facility during the Concession Period by the Concessionaire (SPC1), the Developer (SPC2) shall become entitled to various rights related to 20 acre area reserved for commercial development. .

1.1.2.3.2. The Developer/SPC-2 shall be allowed to develop commercial, retail, entertainment, residential etc as part of Commercial Facilities subject to approval by competent authority. Facilities developed as part of Commercial Facilities shall comply with the applicable zoning regulation and Amaravati City Master Plan (“**Master Plan**”) and other applicable laws.

1.1.2.3.3. Subject to provision of draft Concession cum Development Agreement, the Commercial Development Area of 20 (twenty) acre shall be handed over to the Developer in two tranches of 10 (ten) acre each. The Developer would be eligible to carry out development of 10 acre (first tranche) with the right to do market launch and advance booking of proposed built-up area along with right to enter into agreement to sell/lease/license of the proposed built-up area as per approved plan of development. The freehold title of the first tranche (10 acre) of Commercial Development Area shall be conveyed by the Authority to the Developer (SPC2) on achievement of Commercial Operation Date (MICE Hub COD) of Phase-1 of Core MICE Hub Facilities. On achievement of MICE Hub COD, the Developer would become entitled to development rights in remaining 10 (ten) acre of Commercial Development Area. Further details in this regard may be referred in draft Concession cum Development Agreement .

1.1.2.3.4. The Developer (SPC2) can carry out the conveyance deed with respect to build-up area with end users/ customers only after conveyance of freehold title of the respective parcel of Commercial Development Area as provided in the Concession cum Development Agreement.

### **1.1.3. Master Development Plan**

1.1.3.1. The Selected Bidder shall prepare master development plan of entire site of the project including that for river front development site for development and implementation of Project in phases meeting the phase wise Minimum Development Obligations (MDO) of the Project (as laid down in Concession cum Development Agreement) and get it approved by the Authority in accordance with the provisions of Concession cum Development Agreement (“**Master Development Plan**”). The Master Development Plan shall clearly delineate the land parcel(s) to be reserved for development of Core MICE Hub Facility and Commercial Facilities respectively. The 22 acre land parcel reserved for Core MICE Hub Facility shall be provided to the Concessionaire/SPC-1 on leasehold basis in accordance with and on such the terms and conditions as laid down in the Concession cum Development Agreement. The 20 acre land parcel(s) reserved for Commercial Facilities

shall be provided to the Developer/SPC-2 on **free hold basis** in accordance with and on such terms and conditions as laid down in the Concession cum Development Agreement.

1.1.3.2. The site for Core MICE Hub Facility should be contiguous with separate independent appropriate access and kept as a separated zone from the site for Commercial Facilities.

1.1.3.3. The Core MICE Hub Facility and Commercial Facilities should be developed separately independent of each other. There shall not be any common project facilities to be shared between the Core MICE Hub Facility and Commercial Facilities save as provided in Concession cum Development Agreement.

#### **1.1.4. O&M of the Project**

The Concessionaire shall be responsible for operation and maintenance of the Core MICE Hub Facility during the Concession Period and shall be responsible for booking and scheduling of all the events held at the Core MICE Hub Facility.

#### **1.1.5. Usage of Core MICE Hub Facility by the Authority/ State Government**

1.1.5.1. The Authority/ State Government shall be entitled to use the facilities available in Core MICE Hub Facility for up to 20 days on a cumulative basis in a calendar year for holding Authority/ State Government Events. The Authority shall intimate dates of its proposed events at least 3 (three) months in advance.

1.1.5.2. The Authority / State Government Events shall get first priority while assigning dates on the event calendar.

1.1.5.3. For using the Core MICE Hub Facility during the aforesaid 20 days, the Authority/ State Government shall pay to the Concessionaire charges only towards (i) the variable cost incurred on electricity and water, during the period Authority Events are undertaken, (ii) food and beverages as per actual cost.

1.1.5.4. In the event if in any particular year the Authority / State Government has been unable , for any reason, to utilise the whole of 20 days entitlement, then the unutilized number of days shall automatically stand elapsed at the end of the year and shall be not be carried forward to the next year.

#### **1.1.6. User Charges**

For events other than the Authority Events, the Concessionaire shall be entitled to determine and charge user charges and rentals as per its own policy subjected to and in accordance with the provisions of the Concession

cum Development Agreement.

### 1.1.7. Project Branding

- 1.1.6.1 Concessionaire/SPC-1 shall be free to undertake marketing and branding of Core MICE Hub Facility in accordance with its general business principles and complying with applicable laws.
- 1.1.6.2 Concessionaire shall have a right to brand, promote, display, advertise and publicize Riverfront Development Project as per guidelines issued by the Authority time to time and subject to applicable laws.
- 1.1.6.3 The Developer shall be free to undertake marketing and branding the Commercial Facilities in accordance with its general business principles and complying with Applicable Laws.

### 1.1.8. Project Incentives

The Project would be eligible for the incentives, subsidies and benefits as per the Andhra Pradesh Tourism Policy 2015-20 and under all other State/ Central Government schemes/ policies in force subject to respective guidelines of such schemes/ policies The responsibility of availing benefits of such schemes / policies would solely lie with the Selected Bidder/ Concessionaire.

### 1.1.9. Other Broad Features of the Project

Subject to the provisions of the draft Concession cum Development Agreement, The broad features of the Project are as below:

|   | <b>Core MICE Hub Facility</b>  | <b>Commercial Facilities</b>                          |
|---|--|---|
| <b>Scope/ Development format</b>                      | Design, Build, Finance, Operate and Transfer (DBFOT) basis   | Design, Build, Finance, Own and Operate (DBFOO) basis |
| <b>Mode of Development</b>                            | In joint venture with APCRDA   | In joint venture with APCRDA                          |
| <b>Concession Period</b>                              | 33 years from Appointed Date, extendable by another 33 years on first right of refusal basis as per the provisions of Concession cum Development Agreement | Freehold  |
| <b>Transfer/Conveyance of Land to Selected Bidder</b> | <b>Leasehold basis</b>   | <b>Freehold basis</b>                                 |

|   |  |  |
|---|--|--|
| <b>Transfer of project assets after Concession Period</b>                               | Applicable, as per the provisions of Concession cum Development Agreement  | Not applicable   |
| <b>Activities allowed by the Authority</b>  | Activities restricted to MICE industry   | Commercial, Retail, Entertainment, Residential etc. as applicable to CBD Zone (C-6 Zone)   |
| <b>Total Land Area</b>  | 42 acre  |  |
| <b>Land Use</b>   | Commercial Business District (C-6 Zone as per CRDA Zoning Regulations)   |  |
| <b>Land Area Allocation</b>   | 22 acre  | 20 acre  |
| <b>Global FSI/FAR<sup>1</sup></b>   | Up to 5 (as per CRDA Zoning Regulation)  | Up to 5 (as per CRDA Zoning Regulation)  |
| <b>Consideration for conveyance of land from Authority to Concessionaire/ Developer</b> | Rs.1 (Rupee One) per sq.m. per year  | Rs. 100 (Rupee One Hundred) per acre.  |
| <b>Other fixed payouts to the Authority</b>   | Revenue share @ <b>2% of gross annual revenue of SPC-1</b> (excluding GST) to the Authority from sixth anniversary of Concession cum Development Agreement till completion of concession period. | The Successful Bidder / Developer shall have to give constructed saleable built-up area to the Authority free of cost / consideration to the extent higher of the salable built up as quoted by the Successful Bidder in its Commercial Proposal or 10% (ten per cent) of actual built-up area developed in the Commercial Development Area<br><br><b>The salable built-up area quoted by the Bidder shall not be less than 2,00,000 (two lakh) sq.ft.</b> |

<sup>1</sup> FAR/FSI shall have the meaning set out in Zonal Development Regulations of Amaravati City

|  |  |  |
|--|--|--|
| <p><b>Free Usage of Facility by APCRDA/ Government State</b></p> | <p>Free usage of convention facility by APCRDA/ State Government for 20 days in a year, however the cost of F&amp;B and consumable shall be paid as per provision of the Concession cum Development Agreement.</p> |  |
|--|--|--|

#### 1.1.10. Mode of Implementation

- 1.1.10.1. The Selected Bidder shall incorporate two separate joint venture companies with APCRDA (“**SPC-1**” and “**SPC-2**”), incorporated with its registered office in Vijayawada or Amravati Capital City, India under the Companies Act 2013, to undertake the development of the Project and enter into two separate shareholders agreements (the “**Shareholders Agreement-1**” or “**SHA-1**” and “**Shareholders Agreement-2**” or “**SHA-2**”) with APCRDA as per the format provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.10.2. The Selected Bidder shall provide **11% equity to APCRDA** in SPC-1 and SPC-2, respectively, without any consideration.
- 1.1.10.3. The SPC-1 and SPC-2 shall be incorporated within **60 (sixty) days after issuance of Letter of Award** from the Authority.
- 1.1.10.4. The Selected Bidder shall be responsible for the day to day operations and management of the SPC-1 and SPC-2 in accordance with the provisions of the SHA-1 and SHA-2.
- 1.1.10.5. The Government of Andhra Pradesh (through APCRDA) would enter into a long term concession cum development agreement with the SPC-1 (the “**Concessionaire**”) and the SPC-2 (the “**Developer**”) for development of the Project. The Concession cum Development Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire and the Developer including respective scope of services and obligations with respect to implementation of Core MICE Hub Facility and Commercial Facilities (the “**Concession**”).
- 1.1.10.6. deleted.

#### 1.1.11. Scope of Project

(a) The Selected Bidder, through SPC-1, shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance and transfer of the Core MICE Hub Facility and Riverfront Development Project under and in accordance with the provisions of Concession cum Development Agreement on DBFOT basis.

(b) The Selected Bidder, through SPC-2, shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Commercial Facilities under and in accordance with the provisions of the Concession cum Development Agreement on 20 acre land on freehold basis.

1.1.12. Indicative capital cost of the mandatory development obligations of Phase-1 of Core MICE Hub Facility and River Front Development is **Rs 535 crore (Rs. five hundred and thirty five crore) (the “Indicative Project Cost”)**. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.13. The Authority shall receive Proposals pursuant to this RFP, draft Concession cum Development Agreement, draft SHA-1, draft SHA-2 and other documents (other than Project Information Memoranda) provided by the Authority (collectively the “**Bidding Documents**”) in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Proposals (the “**Proposal Due Date**”). The **Proposal shall be valid for** a period of not less than **180 (one hundred and eighty) days** from the date specified in Clause 1.3 for submission of Bids (the “**Proposal Due Date**”).

1.1.14. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder, the Concessionaire and the Developer set forth in Concession cum Development Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the SHA-1, the SHA-2, the scope of work, the Concession, to be signed or awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

## **1.2. Brief description of Bidding Process**

1.2.1. The Authority has adopted a **single stage bidding process** (the “**Bidding Process**”) for selection of the Bidder for award of the Project. In this single stage bidding process Bidders are required to submit their qualification statement and

technical proposal (the “Technical Proposal”) and commercial proposal (the “Commercial Proposal”) together constituting proposal (the “**Proposal**”) in a **single stage in two envelop system**. The evaluation of Proposal will be carried out by the Authority in two stages. The first stage of evaluation of the Proposal is the evaluation of Technical Proposal which involves qualification (the “**Qualification**”) of interested parties/ consortia who make a Proposal in accordance with the provisions of this RFP (the “**Bidder**”) which expression shall, unless repugnant to the context, include the Members of the Consortium). At the end of evaluation of Technical Proposal of Bidders, the Authority expects to announce a short-list of suitable qualified Bidders who shall be eligible for opening and evaluation of their Commercial Proposal in stage two of the proposal evaluation process.

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-VII.

- 1.2.2. Bidders would be required to submit **Technical Proposal and Commercial Proposal in two envelop system** and furnish all the information specified in this RFP. Only those Bidders that are found qualified at the technical bid evaluation stage and short-listed by the Authority shall be eligible for opening of their Commercial Proposal and accordingly they will be invited to attend opening of Commercial Proposal on the date, time and venue specified by the Authority in its invitation letter.
- 1.2.3. The **Bidding Documents include the draft Concession cum Development Agreement, the draft Shareholding Agreement-1 (SHA-1) and the draft Shareholding Agreement-2 (SHA-2)** for the Project which will be provided only on the websites [www.crda.ap.gov.in](http://www.crda.ap.gov.in) and [www.iidcindia.co.in](http://www.iidcindia.co.in) on or near about the date specified in Clause 1.3. The Project Information Memoranda (PIM) prepared by the consultants of the Authority (the “**PIM**”) will also be provided only on the designated website on or near about the date specified in Clause 1.3. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda thereof issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. The Bidding Documents and PIM can be downloaded by the Bidders without payment of process fee. The process fee shall be payable at the time of submission of Proposal.
- 1.2.4. Bidder will be required to deposit, along with its Proposal, a bid security **Rs. 5,35,00,000 (Rs. five crore and thirty five lakhs )-** (the “**Bid Security**”),

refundable no later than 60 (sixty) days from the Proposal Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession cum Development Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 240 (two hundred and forty) days from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Proposal Due Date for the purposes of encashment thereof by the Authority. The Proposal shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5. Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Commercial Proposal submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Commercial Proposal of the Highest Bidder, the Authority may, in its discretion, invite fresh Commercial Proposals from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.6. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the concession including but not limited to, investigations, market assessments, site & soil; conditions, suitability of the site for the project, availability of resources for the implementation of the project, and all other aspects related to the implementation of the Project.
- 1.2.7. Deleted.
- 1.2.8. Commercial Proposals is required to be submitted for the Project on the basis of **constructed** saleable built-up area to be offered to the Authority free of cost from the salable built-up area of Commercial Facilities constructed/ going to be constructed by the Selected Bidder/ Developer in Commercial Development Area for implementing the Project (the “**Quoted Built-up Area**” or the “**Bid Parameter**”) in terms of draft Concession cum Development Agreement. The Quoted Built-up Area in Commercial Facilities of the Project shall constitute the sole criteria for evaluation of Commercial Proposals.
- 1.2.9. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest **Saleable BUA Share to the Authority free of cost**. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 4 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In

the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process..

1.2.10.Deleted

1.2.11.Any queries or request for additional information concerning this RFP and other Bidding Documents shall be submitted in writing clearly specifying the specific *Bidding Document, clause number and page number* by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 1.5 by the specified date. The envelopes/ communications shall clearly bear the following identification/ title:

*“Queries/ Request for Additional Information: RFP for Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on PPP Basis”.*

1.2.12.At the time of making a Proposal, the Bidder shall pay to the Authority a sum of **Rs 25, 000 (Rs. twenty five thousand)** as the cost of the RFP process (the “**RFP Process Cost**”) in the form of a demand draft, drawn from any Nationalized/ Scheduled Bank in India in favour of ‘**The Commissioner, APCRDA**’ and payable at Vijayawada, Andhra Pradesh, India.

1.2.13.The Successful Bidder shall, within 60 (sixty) after issuance of LOA from the Authority, pay to the Authority a sum of **Rs 2,67,00,000/- (Rs. Two crore sixty seven lakhs)** excluding of GST as **Project development fee (the “Project Development Fee”)** in the form of a demand draft, drawn from any Nationalized/ Scheduled Bank in India in favour of “The Commissioner, APCRDA” and payable at Vijayawada, Andhra Pradesh, India.

1.2.14.Details of the process to be followed in bidding and the terms thereof are spelt out in this RFP.

### 1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule (the “**Bidding Schedule**”):

| Sl. | Event Description                 | Date  |
|-----|-----------------------------------|---|
| 1.  | Availability of Bidding Documents | From 24 <sup>th</sup> August, 2018 on the websites <a href="http://www.crda.ap.gov.in">www.crda.ap.gov.in</a> and <a href="http://www.iidcindia.co.in">www.iidcindia.co.in</a><br>The Concession cum Development Agreement, PIM and Shareholding Agreements would be made available |

|     |  |   |
|-----|--|---|
|     |  | on website from 31 <sup>st</sup> August 2018.                                       |
| 2.  | Last date for receiving queries  | 14 <sup>th</sup> September , 2018   |
| 3.  | Pre-Proposal Conference  | 17 <sup>th</sup> September, 2018, 1500 Hrs IST<br><i>Refer Clause 1.4 for Venue</i> |
| 4.  | Schedule of Group Site Visit   | 17 <sup>th</sup> September, 2018, 1100 Hrs IST                                      |
| 5.  | Authority response to queries latest by  | within 1 weeks after Pre-Proposal Conference  |
| 9   | Proposal Due Date  | 11 <sup>th</sup> October, 2018; till 1500 Hrs IST                                   |
| 10  | Opening of Technical Proposal  | On Proposal Due Date at 1530 Hrs IST  |
| 11  | Announcement/Intimation of qualified and shortlisted of Bidders  | Within 21 days from date of Opening of Technical Proposals                          |
| 12. | Opening of Commercial Proposals  | dates be notified to qualified shortlisted Bidders                                  |
| 13. | Letter of Award (LOA)  | Within 30 days of opening of Commercial Proposals                                   |
| 14  | Signing of Shareholding Agreement for SPC-1, Shareholding Agreement for SPC-2 and Concession cum Development Agreement | Within 60 days of award of LOA  |
| 15  | Furnishing of Performance Security and Project Development Fee by the Selected Bidder                                  | Within 60 days of award of LOA  |

#### 1.4. Pre-Proposal Conference

The venue of Pre-Bid Conference shall be:

Conference Hall  
Andhra Pradesh Capital Region Development Authority (APCRDA)  
Lenin Center, Governor Pet,  
Vijayawada, Pin: 520 002  
Andhra Pradesh – India

#### 1.5. Contact Person for Clarifications and Site Visits

| From the Authority   | From Project Advisor:  |
|--|--|
| <p><b>Mr. Narendra Yendru,</b><br/>Consultant- APCRDA,<br/>Lenin Center, Governor Pet,<br/>Vijayawada, Pin: 520 002<br/>Andhra Pradesh – India</p> | <p><b>Mr. Srinivas Banda,</b><br/>Senior Vice President,<br/>IL&amp;FS Townships and Urban Assets<br/>Limited (ITUAL),<br/>Flat No 502, Apurupa Classic, Road No -</p> |

Tel: +919951148888  
Fax: +91-0866-2577357  
Email: [narendra.y@apcrda.org](mailto:narendra.y@apcrda.org)

**Mr. Siva Pradeep Reddy P**

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**Mr. Shyam B Singh,**

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## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General Terms of Bidding

- 2.1.1. No Bidder shall submit more than one Proposal for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another proposal either individually or as a member of any Consortium, as the case may be.
- 2.1.2. Unless the context otherwise requires, the terms not defined in this RFP, but defined in other Bidding Documents shall have the meaning assigned thereto.
- 2.1.3. The Project Information Memoranda of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Proposal. Nothing contained in the Project Information Memoranda shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information Memoranda.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession cum Development Agreement, and draft SHAs shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession cum Development Agreement and the SHAs.
- 2.1.5. The Proposal should be submitted in two envelope system as prescribed in this RFP Document. **Technical Proposal** should be furnished in the format at **Appendix-I** along with all necessary information
- 2.1.6. The Bidder should submit a **Power of Attorney** along with Technical Proposal as per the format at **Appendix-II**, authorising the signatory of the Proposal to commit the Bidder.
- 2.1.7. In case the Bidder is a Consortium, the Members thereof should furnish a **Power of Attorney in favour of the Lead Member** in the format at **Appendix-III**.
- 2.1.8. The Proposal shall be summarily rejected if it is not accompanied by the Bid Security or RFP Process Fee. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-V.

- 2.1.9. The **Commercial Proposal** should be furnished in the format at **Appendix–VI**, clearly indicating the **Bid Parameter/ Quoted Built-up Area** value in both figures and words, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the figure indicated in words shall be taken into account.
- 2.1.10. The Commercial Proposal shall consist of **Quoted Built-up Area**, to be quoted by the Bidder as per the terms and conditions of this RFP and in terms of the draft Concession cum Development Agreement.
- 2.1.11. Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.
- 2.1.12. The Proposal and all communications in relation to or concerning the Bidding Documents shall be in **English language**.
- 2.1.13. The documents including this RFP and all documents, provided by the Authority are and shall remain or become the property of the Authority and are provided to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return to the Bidders any Proposal, document or any information provided along therewith.

## **2.2. Eligibility of Bidders**

- 2.2.1. For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:
- (a) The Bidder may be a **single entity or a group of entities** (the “**Consortium**”) with **maximum of 3(three) Members**, coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss

and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession cum Development Agreement or otherwise. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided

- any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
  - (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or
  - (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

*Explanation:* In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2. To be eligible for qualification and short-listing, a Bidder shall fulfil the following **conditions of eligibility**:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall have:
- (i) over the past 10 (ten) financial years preceding the Proposal Due Date, paid for, or received payments for, construction of Eligible Project(s); and/ or
  - (ii) over the past 10 (ten) financial years preceding the Proposal Due Date paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/ or
  - (iii) over the past **5 (five)** financial years preceding the Proposal Due Date collected and appropriated revenues from Eligible Project(s) in Category 1 specified in Clause 3.2.1,

such that the sum total of the above is more than **Rs.1070 crore (Rs. one thousand seventy crore)** (the “**Threshold Technical Capacity**”).

- (B) **Financial Capacity:** The Bidder shall have a minimum **Net Worth** (the “**Financial Capacity**”) of **Rs. 135 crore (Rs. one hundred and thirty five crore)** at the close of the preceding financial year. For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders

In case of a Consortium:

- (a) *the combined **technical capacity and Net Worth** of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPCs, should satisfy the above conditions of eligibility*
- (b) *The **Lead Member** should satisfy 50% of Net Worth criteria and each of the other Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPCs, should satisfy at least 10% of Net Worth criteria;*

provided that each such Member shall, for a period of 10 (ten) years from the date of signing of Concession cum Development Agreement for **Core MICE Hub Facility**, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPC-1; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession cum Development Agreement;

further provided that each such Member shall, for a period of 10 (ten) years from the date of signing of Concession cum Development Agreement for **Commercial Facilities**, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPC-2.

- 2.2.3. **O&M Experience:** In the event that the Bidder does not have the requisite O&M experience, it shall either enter into an agreement, for a period of at least 5 (five) years from COD of the facilities falling under minimum development obligation of Phase-1 of the Core Mice Hub Facility, with an entity having the aforesaid experience of **O&M of at least one 5 Star Hotel or equivalent or O&M of a Conventions Centre of minimum 25,000 sft of main hall for a minimum continuous period of 5 years** relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession cum Development Agreement, failing which the Concession cum Development Agreement shall be liable to termination. The Bidder shall enclose with its Technical Proposal, to be

submitted as per the format at Appendix-I, complete with its Annexes, the following<sup>§</sup>:

- (i) Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past related period in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.3(ii) .

#### 2.2.4. Deleted

2.2.5. The Bidder, if it is declared as Selected Bidder and awarded the Project, shall be required to incorporate two separate special purpose joint venture companies with APCRDA, the SPC-1 and SPC-2, incorporated with its registered office in Vijayawada or Amravati Capital City, India under the Companies Act 2013 as per Clause 1.1.10 to implement the Project. The Selected Bidder shall hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPC-1 and SPC-2 at all times until the tenth anniversary of the signing of Concession cum Development Agreement

In case the Bidder is a Consortium, it shall, in addition, comply with the following additional requirements:

- (a) Number of **members in a consortium shall not exceed 3 (three)**;
- (b) the Proposal should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of **at least 26% (twenty six per cent)** of the paid up and subscribed equity of the SPC-1 and SPC-2. The nomination(s) shall be supported by a Power

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<sup>§</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.3. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RFP.

- of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Project;
- (f) deleted
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix-IV** (the “**Jt. Bidding Agreement**”), for the purpose of making the Proposal. , shall, *inter alia*:
- (i) convey the intent to form two separate SPCs with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession cum Development Agreement and subsequently perform all the obligations of the Concessionaire and Developer in terms of the Concession cum Development Agreement, in case the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) commit the minimum equity stake to be held by each member;
  - (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPC-1 and SPC-2 and shall further commit that each such member shall, for a period of 10 (ten) years from the date of signing of Concession cum Development Agreement of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the each SPC; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession cum Development Agreement in case of SPC-1;
  - (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPC-1 and SPC-2 at all times until the tenth anniversary of the signing of Concession cum Development Agreement; and

- (vi) Deleted
  - (vii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession cum Development Agreement; and
  - (i) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- 2.2.6. Any entity which has been barred by the Central or any State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal, either individually or as member of a Consortium.
- 2.2.7. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, 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, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.
- 2.2.8. In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.3 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder<sup>2</sup>.

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

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<sup>2</sup> In the event if any credentials of an Associate is considered while computing the Technical Capacity and Net Worth of the Bidder, and if such Bidder emerges as the selected bidder, then the Selected Bidder shall be required to furnish a Letter of Guarantee from its Holding / Parent Company (including a Board Resolution of such Holding / Parent Company) pledging such Holding / Parent Company’s irrevocable Financial strength and Technical support to its Subsidiary (in proportion to its Subsidiary’s holding in the SPC1 and SPC-2), at all times during the currency of the Concession Agreement to the Concessionaire, and even after its termination for any of the acts and liabilities of its Subsidiary prior to termination.

2.2.9. The following conditions shall be adhered to while submitting an Proposal:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Proposal and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.10. While bidding is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Proposal, 15% (fifteen per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Proposal, there is an acquisition of 15% (fifteen per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.11. Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 10 (ten) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Proposal hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.12. If the Bidder has submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively "Foreign Documents") then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarised from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarisation from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Bidder.

However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Bidders may affix an 'Apostle' sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such "Appostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi.

2.2.13. The Bids shall be unconditional, unqualified, firm and valid. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.2.14. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical advisor of the Authority in relation to the Project, is engaged by the Bidder or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession cum Development Agreement.

In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession cum Development Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession cum Development Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Construction Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession cum Development Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.15. This RFP is not transferable.

2.2.16. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents and applicable laws of India.

### **2.3. Change in composition of the Consortium**

2.3.1. By submitting the Proposal, the Bidder shall be deemed to have acknowledged that it shall have to comply with the provisions with respect to the Change in Ownership as contained in the Concession cum Development Agreement.

2.3.2. By submitting the Proposal, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of an

Associate whose Technical Experience and/ or Financial Capability was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall inform Authority forthwith along with all relevant particulars about the same and Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession cum Development Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession cum Development Agreement, be deemed to be a breach thereof, and the Concession cum Development Agreement shall be liable to be terminated without Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession cum Development Agreement, Authority shall forfeit, invoke and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise

#### **2.4. Number of Proposals and costs thereof**

- 2.4.1. No Bidder shall submit more than one Proposal for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Proposal either individually or as a member of any Consortium, as the case may be.
- 2.4.2. The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **2.5. Site visit and verification of information**

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

A group level site visit shall be organised by the Authority on the date and time specified in Clause 1.3. All members interested to make such group site visit are required to assemble at the address given below one hour before the specified time. Travel arrangement for the group site visit from the assembly point to the site shall be made by the Authority at its own cost.

For any assistance in respect to the separate site visit by the Bidders, Bidders can contact the person designated in Clause 1.5.

## **2.6. Acknowledgement by Bidder**

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- (d) acknowledged that it does not have a Conflict of Interest; and
- (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority, its consultants, representatives, employees or advisors shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

### **2.6.3 Verification and Disqualification**

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the *Authority*, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the *Authority* shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **2.7. Right to accept or reject any or all Technical Proposals/ Commercial Proposals**

2.7.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Technical Proposal and to annul the Bidding Process and reject all Technical Proposals/ Commercial Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

In the event that the Authority rejects or annuls all the Commercial Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Commercial Proposals hereunder.

2.7.2. The Authority reserves the right to reject any Technical Proposal and/ or Commercial Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Technical Proposal or Commercial Proposal as the case may be.

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

- (i) invite the remaining Bidders to match the Highest Bidder/ submit their Commercial Proposals in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3. In case it is found during the evaluation or at any time before signing of the Concession cum Development Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire/ Developer either by issue of the LOA or entering into of the Concession cum Development Agreement, and if the Bidder/SPCs has already been issued the LOA or has entered into the Concession cum Development Agreement, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents under applicable law.

2.7.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **B. DOCUMENTS**

### **2.8. Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### **Invitation for Qualification**

|            |   |
|------------|---|
| Section 1. | Introduction                                  |
| Section 2. | Instructions to Bidders                       |
| Section 3. | Criteria for Evaluation of Technical Proposal |
| Section 4  | Evaluation of Commercial Proposal             |
| Section 5. | Fraud & Corrupt Practices                     |
| Section 6. | Pre Proposal Conference                       |
| Section 7. | Miscellaneous                                 |

#### **Appendices**

|       |   |
|-------|---|
| I.    | Letter comprising the Proposal                  |
| II.   | Power of Attorney for signing of Proposal       |
| III.  | Power of Attorney for Lead Member of Consortium |
| IV.   | Joint Bidding Agreement for Consortium          |
| V     | Bank Guarantee for Bid Security                 |
| VI    | Format of Commercial Proposal                   |
| VII.  | Guidelines of the Department of Disinvestment   |
| VIII. | List of Proposal-specific provisions            |

### **2.9. Clarifications**

2.9.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Proposal Due Date. The responses will be uploaded on designated website without identifying the source of queries.

2.9.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this

Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 2.9.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.10. Amendment of Bidding Documents**

- 2.10.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Documents by the issuance of Addenda.

- 2.10.2 Any Addendum thus issued will be uploaded on the designated website.

- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.11. Language**

The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the **English language** translation shall prevail.

### **2.12. Format and signing of Proposal**

- 2.12.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.

- 2.12.2. The Bidder shall prepare **1 (one) original set** of the Proposal (together with the documents required to be submitted pursuant to this RFP) and clearly marked as “**ORIGINAL**”. In addition, the Bidder shall submit **1 (one) copy** of such

Proposal and documents, which shall be marked as “**COPY**”. In the event of any discrepancy between the original and the copy, the original shall prevail.

2.12.3. The Proposal and its copy shall be typed or written in indelible ink. It shall be signed by the authorised signatory of the Bidder who shall also initial each page of the Proposal (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposal shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

### **2.13. Sealing and Marking of Proposals**

2.13.1. The Proposal shall comprise of two parts, **Technical Proposal (Envelope-1)** and **Commercial Proposal (Envelope-2)** which shall be submitted in two envelope system comprising the following:

**Part - I: Technical Proposal (Envelop 1)** Technical Proposal (Envelope-1) shall contain:

- (i) **Technical Proposal** in the prescribed format (**Appendix-I**) along with Annexes of Appendix-1 and supporting documents;
- (ii) **Power of Attorney** for signing the Proposal as per the format at **Appendix-II**;
- (iii) if applicable, the **Power of Attorney for Lead Member** of Consortium as per the format at **Appendix-III**;
- (iv) copy of the **Jt. Bidding Agreement**, in case of a Consortium, substantially in the format at **Appendix-IV**;
- (v) Bank Guarantee for **Bid Security** in the prescribed format (**Appendix – V**)
- (vi) **Bid Processing Fee: Demand Draft of Rs. 25000** for payment of RFP Processing Cost.
- (vii) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- (viii) copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding one year;
- (ix) Guidelines of the Department of Disinvestment in the format at **Appendix – VII**;

- (x) A copy of the **Concession cum Development Agreement** with each page initialled by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (ii) hereinabove.
- (xi) A copy of the **Shareholders Agreement-1 and Shareholders Agreement-2** with each page initialled by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (ii) hereinabove.

**Part - II: Commercial Proposal: Envelope 2 shall contain:**

Commercial Proposal in the prescribed format at (**Appendix VI**)

- 2.13.2. ENVELOP 1 (QUALIFICATION PROPOSAL/ TECHNICAL PROPOSAL) – shall be sealed, and marked as “*ENVELOP 1 – Technical Proposal for RFP for Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on PPP Basis*”.
- 2.13.3. ENVELOP 2 (COMMERCIAL PROPOSAL) – shall be sealed, and marked as “*ENVELOP 2 – Commercial Proposal for RFP for Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on PPP Basis*”
- 2.13.4. The above two envelopes shall then be placed in one outer envelope, sealed and marked as “*Proposal for RFP for Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on PPP Basis*”
- 2.13.5. All the above envelopes must bear the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand top corner of each of the envelopes.
- 2.13.6. Each of the envelopes shall be addressed to:

|              |   |
|--------------|---|
| ATTN. OF:    |   |
| DESIGNATION: | <b>Commissioner</b>   |
| ADDRESS:     | Andhra Pradesh Capital Region Development Authority<br>(APCRDA)<br>Lenin Centre,<br>Governor Pet,<br>Vijayawada– 520 002<br>Andhra Pradesh, India |

- 2.13.7. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal parts and consequent losses, if any, suffered by the Bidder.

2.13.8. Proposal submitted by fax or e-mail or only in hard copies shall not be entertained and shall be rejected.

#### **2.14. Proposal Due Date**

2.14.1. Proposals should be submitted **before 1530 hours IST** on the Proposal Due Date, at the address provided in Clause 2.13.6. in the manner and form as detailed in this RFP..

2.14.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

#### **2.15. Late Proposals**

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

#### **2.16. Modifications/ substitution/ withdrawal of Proposals**

2.16.1. The Bidder may modify, substitute or withdraw its Proposal before Proposal Due Date, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date.

2.16.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.16.3. Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **D. EVALUATION PROCESS**

#### **2.17. Opening and Evaluation of Proposals**

2.17.1. The Authority shall follow two stage process of evaluation of Proposal. In the first stage of evaluation only Technical Proposal shall be evaluated as per Section 3. Evaluation of Commercial Proposal shall be carried out in the second stage as per Section 4.

2.17.2. The Authority shall open the Technical Proposals at 1600 hours IST on the Proposal Due Date, at the place specified in Clause 2.13.6 and in the presence of

the Bidders who choose to attend. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3. Proposals The Authority will subsequently examine and evaluate Technical Proposals in accordance with the provisions set out in Section 3.

2.17.4. Bidders are advised that qualification of Bidders at the technical proposal evaluation stage will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.17.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Proposal without assigning any reasons.

2.17.7. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Bidder.

2.17.8. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Technical Proposal and/ or Commercial Proposal in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

**2.18. [Deleted]**

**2.19. Tests of responsiveness**

2.19.1. Prior to evaluation of Technical Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:

- a. it is received as per format at Appendix-I;

- b. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.14.2;
- c. it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- d. it is accompanied by the Power of Attorney as specified in Clause 2.2.5 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5 (c);
- e. it is accompanied by the **Bid Security** as specified in in Clause 1.2.4 and Clause 2.23,
- f. it is accompanied by the **Bid Process Fee** as specified in Clause 1.2.12.
- g. it contains all the information and documents (complete in all respects) as requested in this RFP;
- h. it contains information in formats same as those specified in this RFP;
- i. it contains certificates from its statutory auditors<sup>§</sup> in the formats specified at Appendix-I of the RFP for each Eligible Project;
- j. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5(g);
- k. it does not contain any condition or qualification; and
- l. it is not non-responsive in terms hereof.

2.19.2. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposal. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Proposal.

## **2.20. Clarifications**

2.20.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any

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<sup>§</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.20.2. If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. QUALIFICATION AND BIDDING**

### **2.21. Short-listing and notification**

After the evaluation of Technical Proposals, the Authority would announce a list of short-listed qualified Bidders (Bidders) who will be eligible for opening of their Commercial Proposal. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

### **2.22. Opening and Evaluation of Commercial Bid**

- 2.22.1. Only qualified and shortlisted Bidders shall be eligible for opening of Commercial Proposal who will be invited by the Authority to attend financial bid opening on the date, time and venue notified and communicated by the Authority in accordance to this RFP.
- 2.22.2. The Authority will subsequently examine and evaluate Commercial Proposals and declare Successful Bidder in accordance with the provisions set out in Section 4.

## **F. BID SECURITY**

### **2.23. Bid Security**

- 2.23.1. Bidder shall furnish as part of its Proposal, a Bid Security referred to hereinabove and in Clause 1.2.4 in the form of a bank guarantee issued by a Nationalised Bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-V (the "Bank Guarantee") and having a validity period of not less than **240 (one hundred eighty) days** from the Proposal Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalised Bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.23.2. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and *payable at Vijayawada* (the “Demand Draft”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free
- 2.23.3. Any Proposal / document not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.23.4. The Bid Security of the Bidders whose Technical Proposal is rejected being non-responsive or it un-qualified or not shortlisted for opening of Commercial Proposal will be returned by the Authority, without any interest, as promptly as possible or when the Bidding process is cancelled by the Authority.
- 2.23.5. The Bid Security of shortlisted Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.23.6. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders / Lead Member of the Consortium may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund or the detail for NEFT / RTGS transfer, failing which it shall be drawn in the name of the Bidder / Lead Member of the Consortium and shall be mailed to the address given on the Proposal.
- 2.23.7. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder on furnishing the Performance Security in accordance with the provisions of the Concession cum Development Agreement. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession cum Development Agreement.
- 2.23.8. The Authority shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.23.9 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer no loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.23.9. The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to

any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP;
- b) If a Bidder withdraws its Proposal during the period of bid validity as specified in this RFP and as extended by the Bidder from time to time;
- c) If a Bidder submits a non-responsive or qualified or conditional Bid
- d) In the case of Selected Bidder, if it fails within the specified time limit
  - i. to sign and return the duplicate copy of LOA; or
  - ii. to sign the Shareholding Agreement-1 and/or constitute SPC-1; or
  - iii. to sign the Shareholding Agreement-2 and/or constitute SPC-2; or
  - iv. to sign the Concession cum Development Agreement and/or
  - v. to furnish the Performance Security under Concession cum Development Agreement; or
  - vi. to pay Project Development Fee
- e) In case the Selected Bidder, commits any breach prior to furnishing the Performance Security under Concession cum Development Agreement;

## **G. MISCELENEOUS**

### **2.24. Submission of Proposals**

2.24.1. The Bidders will be requested to submit a Technical Proposal and Commercial Proposal in the form and manner to be set out in the Bidding Documents.

2.24.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

### **2.25. Validity of Proposal**

The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date. The validity of the Proposal may be extended by mutual consent of the respective Bidders and the Authority.

### **2.26. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not

officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

**2.27. Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Proposal or any information provided along therewith.

**2.28. Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

**2.29. Foreign Direct Investment:**

Any investment by the Bidder, which is a foreign company and not registered under Companies Act 1956/ 2013, shall comply with the latest Foreign Direct Investment (FDI) policies as issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India (GOI) and other rules and regulations as notified by GOI and Reserve Bank of India. The Bidder shall acquaint himself with all the policies and implications if any, for the proposed Proposal before submission of the Proposal.

### 3. CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

#### 3.1. Evaluation parameters

3.1.1. Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Proposals of firms/consortia who do not meet these criteria shall be rejected.

3.1.2. The Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and

(b) Financial Capacity.

#### 3.2. Technical Capacity for purposes of evaluation

3.2.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

Category 1: **Project experience** on Eligible Projects in **Group-1, Group-2 and Group-3 sectors** stated hereunder that qualify under Clause 3.2.3

Category 2: **Project experience** on Eligible Projects in **core infrastructure sector** that qualify under Clause 3.2.3

Category 3: **Construction experience** on Eligible Projects in **Group-1, Group-2 and Group-3 sectors** stated hereunder sector that qualify under Clause 3.2.4

Category 4: **Construction experience** on Eligible Projects in **core infrastructure sector** that qualify under Clause 3.2.4

|                                  |  |
|----------------------------------|--|
| <p><b>Group-1</b><br/>sector</p> | <p><b>Group-1</b> sector would be deemed to include:</p> <ul style="list-style-type: none"> <li>• Convention centers projects (Convention Centers mean centrally air conditioned convention centers of seating capacity more than 1500 seats and having hosted at least 3 Conventions<sup>3</sup> of minimum 1000 delegates within the last 3 years)</li> <li>• exhibition centres projects (Exhibition Canters mean an Exhibition Centre with minimum one permanent indoor exhibition hall of minimum 2500 Sq. Mts. area and having a valid membership of either of the following: (i) International Association of Exhibitions and Events (ii) Global Association of Exhibition Industry (iii) Asian Federation of Exhibition &amp; Convention Associations (iv) Venue Owners membership of Indian Exhibition Industry Association)</li> </ul>   |
| <p><b>Group-2</b><br/>sector</p> | <p><b>Group-2</b> sector would be deemed to include:</p> <ul style="list-style-type: none"> <li>• Hotels (Three-Star or above category hotels as per guidelines of Ministry of Tourism, Government of India)</li> <li>• Resorts, including beach resorts, jungle resorts, hill resorts etc.(Three-Star or above category hotels as per guidelines of Ministry of Tourism, Government of India)</li> <li>• Heritage Hotels (Heritage Basic, Heritage Classic, Heritage Grand as per guidelines of Ministry of Tourism, Government of India)</li> </ul> <p><i>Note 1: Only operational Hotels with minimum 50 room keys would be considered as Eligible Projects.</i></p> <p><i>Note 2: Further, in case of Hotels in India, the Hotels with a valid Certification / having applied for renewal of Certification, from the Hotel &amp; Restaurant Approval &amp; Classification Committee (HRACC) of the Ministry of Tourism, Government of India shall be considered. In case of Hotels being outside India, the classification / certification from the corresponding classifying / rating Authority / Body shall be considered.</i></p> |
| <p><b>Group-3</b><br/>sector</p> | <p><b>Group-3</b> sector would be deemed to include Any other Tourism Infrastructure Projects as defined in the Andhra Pradesh Tourism Policy 2015-20.</p> <ul style="list-style-type: none"> <li>• Amusement Parks</li> </ul>   |

<sup>3</sup>For the purpose of evaluation, a Convention shall mean a meeting of members, representatives, or delegates, as of a fraternal society, profession, or industry and shall exclude political meetings and weddings / wedding receptions.

|                                   |  |
|-----------------------------------|--|
|                                   | <ul style="list-style-type: none"> <li>• Golf Courses</li> <li>• Botanical gardens</li> <li>• Urban/Rural Haats</li> <li>• Tourism &amp; Hospitality Training Institutes</li> <li>• Wayside amenities</li> <li>• Spiritual/Wellness Centers</li> <li>• Museums</li> </ul>  |
| <b>Core Infrastructure Sector</b> | <p>core infrastructure sector would be deemed to include</p> <ul style="list-style-type: none"> <li>• Roads, highway, expressway, bridges, tunnels, power, ports, airports, metro rail, industrial parks/ estates, logistic parks, and</li> <li>• Real estate developments (other than Group-1, Group-2 and Group-3 sectors) excluding plotted land development</li> </ul> |

3.2.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3. For a project to qualify as an Eligible Project under Categories 1 and 2:

- (a) It should have been undertaken as a **private project or PPP project** on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a **minimum of 26% (twenty-six per cent) equity** during the entire year for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than **Rs. 107 crore (Rs. one hundred seven crore)**; and
- (d) the entity claiming experience in **Category 1** shall, have
  - (i) during the last 10 (ten) financial years preceding the Proposal Due Date paid for development of the project (excluding the cost of land), and/ or
  - (ii) during the last 5 (five) financial years preceding the Proposal Due Date collected and appropriated the revenues from users availing

services of project assets, such as revenues from room tariff, F&B, rental for use of project facilities and other incomes of the company owning the project.

- (e) the entity claiming experience in **Category 2** shall, have during the last 10 (ten) financial years preceding the Proposal Due Date paid for development of the project (excluding the cost of land),

3.2.4. For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 10 (ten) financial years immediately preceding the Proposal Due Date, and only the payments (gross) actually made or received, as the case may be, during such 10 (ten) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than **Rs. 107 crores (Rs. one hundred and seven crore)** shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.2.5. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.6. Subject to the provisions of Clause 3.2.7, a Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

**Table 3.2.6: Factors for Experience across categories**

| Categories | Factor |
|------------|--------|
| Category 1 | 1.25   |
| Category 2 | 1.00   |
| Category 3 | 0.75   |
| Category 4 | 0.50   |

3.2.7. The Experience Score determined in accordance with Clause 3.2.6 in respect of an Eligible Project situated in a developed country which is a member of OECD

shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

- 3.2.8. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

### **3.3. Details of Experience**

- 3.3.1. [deleted].

- 3.3.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

- 3.3.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

### **3.4. Financial information for purposes of evaluation**

- 3.4.1. The Proposal must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 1 (one) financial years, preceding the year in which the Proposal is made.

- 3.4.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 1 (one) years preceding the year for which the Audited Annual Report is not being provided.

- 3.4.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

### **3.5. Short-listing of Bidders**

- 3.5.1. The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Bidder. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

- 3.5.2. The Bidders shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for opening of Commercial Proposals. The Authority expects to short-list qualified Bidders who will be eligible for opening

and evaluation of their Commercial Proposal. The Authority, however, reserves the right to increase the number of short-listed qualified Bidders by adding additional Bidder.

- 3.5.3. The Authority may, in its discretion, maintain a reserve list of qualified Bidders who may become eligible to substitute the short-listed Bidders in the event of their withdrawal from the Bidding Process or upon their failure to conform to the conditions specified herein before opening of Commercial Proposal.

## **4. CRITERIA FOR EVALUATION OF COMMERCIAL PROPOSALS**

### **4.1. Opening and Evaluation of Commercial Proposals**

- 4.1.1. The Authority shall open the Commercial Proposals at the date, time and place notified and communicated by the Authority and in the presence of the Bidders who choose to attend.
- 4.1.2. The Authority will subsequently examine and evaluate the Commercial Proposals in accordance with the provisions set out in this Section 4.
- 4.1.3. To facilitate evaluation of Commercial Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Commercial Proposal.

### **4.2. Tests of responsiveness**

- 4.2.1. Prior to evaluation of Commercial Proposals, the Authority shall determine whether each Commercial Proposal is responsive to the requirements of this RFP. A Commercial Proposal shall be considered responsive if:
  - (a) it is received as per the format at **Appendix–VI**;
  - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.12.2;
  - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
  - (d) it does not contain any condition or qualification; and
  - (e) it is not non-responsive in terms hereof.
- 4.2.2. The Authority reserves the right to reject any Commercial Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Commercial Proposal. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Commercial Proposal.

### 4.3. Selection of Bidder

- 4.3.1. Subject to the provisions of Clause 2.16.1, the Bidder whose Commercial Proposal is adjudged as responsive in terms of Clause 4.2.1 and who quotes the **highest constructed** salable built-up area to be offered to the Authority free of cost from the salable built-up area of Commercial Facilities to be quoted by the Bidder as per the terms and conditions of this RFP and the provisions of the Concession cum Development Agreement shall ordinarily be declared as the selected Bidder (the “Selected Bidder”). In the event that the Authority rejects or annuls all the Commercial Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Commercial Proposals hereunder.
- 4.3.2. In the event that two or more Bidders quote the same amount of *Bid Parameter value* (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 4.3.3. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Commercial Proposal of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Commercial Proposal was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 4.3.4. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 4.3.3, the Authority may, in its discretion, invite fresh Commercial Proposals (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Commercial Proposals, they shall be eligible for submission of fresh Commercial Proposals provided, however, that in such third round of bidding only such Commercial Proposals shall be eligible for consideration which are higher than the Commercial Proposal of the second highest Bidder in the first round of bidding.
- 4.3.5. After selection, a **Letter of Award** (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the

LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 4.3.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Shareholding Agreements, Concession cum Development Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Shareholding Agreements, Concession cum Development Agreement.

#### **4.4. Contacts during Commercial Proposal Evaluation**

Commercial Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Commercial Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Commercial Proposals under consideration.

#### **4.5. Correction of Errors**

- 4.5.1. Commercial proposals determined to be responsive will be checked by *Authority* for any arithmetic errors in the Commercial Proposal. Arithmetic errors will be rectified on the following basis:-
- a. Where there is a discrepancy between the percentage quote Commercial Proposal the in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
  - b. The amount stated in the **Commercial Proposal** will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of **Commercial Proposal**, its **Commercial Proposal** will be rejected, and its Bid Security may be forfeited in accordance with Clause 2.23.9

## 5. FRAUD AND CORRUPT PRACTICES

- 5.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.2. Without prejudice to the rights of the Authority under Clause 5.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession cum Development Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession cum Development Agreement , any person in respect of any matter relating to the Project or the LOA or the Concession cum Development Agreement, who at any time has been or is a legal, financial or technical adviser of 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 Bidding 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 Bidding Process;
- 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 Bidding Process; or (ii) having a Conflict of Interest; and
- e. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **6. PRE-PROPOSAL CONFERENCE**

- 6.1. A Pre-Proposal Conference of the interested parties shall be convened at the designated date, time and place as specified in Clause 1.3 and 1.4. Representatives of each interested Bidder would be eligible to participate in the meetings on intimation in writing at least 3 (three) days prior to the dates of the Pre-Proposal Conference. Information regarding any change in dates and/or time and/or the venue of the Pre-Bid conference will be posted on the website of Authority only.
- 6.2. During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **7. MISCELLANEOUS**

- 7.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **Appendices**

## **APPENDIX-I**

### **Letter Comprising the Technical Proposal**

*(Refer Clause 0)*

Dated:

To,

The Commissioner,  
Andhra Pradesh Capital Region Development Authority,  
Lenin Center, Governor Pet,  
Vijayawada  
Pin: 520 002  
Andhra Pradesh – India  
Phone: +91-866-2577475

Sub: Proposal for *RFP for Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on PPP Basis (Project)*

Dear Sir,

With reference to your RFP document dated ....., I/we, having examined the Bidding Documents and understood its contents, hereby submit my/our Proposal in two envelopes for the aforesaid project. The Proposal is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Technical Proposal and in Annexes I to IV and Commercial Proposal is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of selection of Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.

5. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their 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, 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.

7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the Bidding Document, including any Addendum issued by the Authority;
- (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Proposal.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium making Proposal.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.£

14. I/ We further certify that we are qualified to submit a proposal/ bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-VII thereof.

15. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Proposal.

16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Proposal and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

18. I/ We offer a **Bid Security of Rs. 5,35,00,000 (Rs Five Crore and thirty five lakhs)** to the Authority in accordance with RFP Document

19. The Bid Security in the form of a **Demand Draft/ Bank Guarantee** (strikeout whichever is not applicable) is attached.

20. I/ We offer a **Proposal Process Fee of Rs. 25,000 (Rs. Twenty five thousand)** to the Authority in accordance with RFP Document

21. The documents accompanying the Proposal have been submitted in separate envelopes and marked as “Technical Proposal” & “Commercial Proposal”.

22. 23. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature

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£ In case the Bidder is unable to provide the certification specified in paragraph 13, it may precede the paragraph by the words viz. “Except as specified in Schedule ..... hereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for pre-qualification hereunder.

if the Project / Concession is not awarded to me/us or our Proposal is not opened or rejected.

23. The Commercial Proposal has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession cum Development Agreement, our own estimates of costs and revenues and after a careful assessment of the Project Site and all the conditions that may affect the Project cost and implementation of the Project.

24. I/ We understand that the Selected Bidder shall incorporate a two separate Joint Venture Companies (SPCs) with APCRDA under the Indian Companies Act, 2013 and execute the Shareholders Agreements, prior to the execution of the Concession cum Development Agreement .

25. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3.

26. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession cum Development Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

27. I/We have carefully studied all the Bidding Documents and also inspected and surveyed the Project Site. We understand that except to the extent as expressly set forth in the Concession cum Development Agreement , we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession

28. 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 in connection with the, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

29. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

**30. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. .... (Rupees ..... ) and the Aggregate Experience Score is..... (in figures) ..... (in words).**

31. We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.

32. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession cum Development Agreement till occurrence of Financial Close in accordance with the Concession cum Development Agreement.<sup>§</sup>

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

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<sup>§</sup> This Paragraph 23 shall be omitted if the Bidder is not a Consortium.

ANNEX-I

**Particulars of the Bidder**

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.5(g) should be attached to the Proposal.
  - (c) Information regarding the role of each Member should be provided as per table below:

Appendix I

Annex-I

| Sl. No. | Name of Member | Role <sup>\$</sup> | Percentage of equity in the Consortium <sup>\$\$</sup> |
|---------|----------------|--------------------|--|
| 1.      |                |                    |  |
| 2.      |                |                    |  |
| 3.      |                |                    |  |

<sup>\$</sup> The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.5 (d) and instruction 4 at Annex-IV.

<sup>\$\$</sup>The percentage of equity should be in accordance with Clause 2.2.5 (a), (c) and (g).

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

| No. | Criteria  | Yes | No |
|-----|---|-----|----|
| 1.  | Has the Bidder/ constituent of the Consortium been barred by the Central or any State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)  |     |    |
| 2.  | If the answer to 1 is yes, does the bar subsist as on the date of Proposal?   |     |    |
| 3.  | Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years? |     |    |

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last *[five]* years in following format.

A history of award(s) against the Bidder will result in summary rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Authority reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by

the Authority at any time without giving any notice to the Bidder in this regard.

| S. No, | Litigation / Arbitration Parties | Nature of Dispute | Amount (Rs) | Status |
|--------|----------------------------------|-------------------|-------------|--------|
|        |                                  |                   |             |        |

8. Particulars of the Bank Account of Bidder/ Lead Member (for return of Bid Security, in case it is submitted in the form of Demand Draft):

- (a) Account Number:
- (b) Name of Account Holder:
- (c) Name of Bank:
- (d) Address of Branch
- (e) IFSC Code No:
- (f) MICR Code No:

ANNEX-II

**Technical Capacity of the Bidder<sup>@</sup>**

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP)

| Bidder type <sup>#</sup>            | Member Code <sup>¥</sup> | Project Code <sup>¥¥</sup> | Cate-gory <sup>\$</sup> | Experience <sup>£</sup><br>(Equivalent Rs. crore) <sup>\$\$</sup>                         |   |   | Experience Score <sup>££</sup> |
|-------------------------------------|--------------------------|----------------------------|-------------------------|---|---|---|--------------------------------|
|                                     |                          |                            |                         | Payments made/received for construction of Eligible Projects in Categories 3 and 4<br>(5) | Payments made for development of Eligible Projects in Categories 1 and 2<br>(6) | Revenues appropriated from Eligible Projects in Categories 1<br>(7) |                                |
| (1)                                 | (2)                      | (3)                        | (4)                     | (5)   | (6)   | (7)   | (8)                            |
| Single entity Bidder                |                          | a                          |                         |   |   |   |                                |
|                                     |                          | b                          |                         |   |   |   |                                |
|                                     |                          | c                          |                         |   |   |   |                                |
|                                     |                          | d                          |                         |   |   |   |                                |
| Consortium Member 1                 |                          | 1a                         |                         |   |   |   |                                |
|                                     |                          | 1b                         |                         |   |   |   |                                |
|                                     |                          | 1c                         |                         |   |   |   |                                |
|                                     |                          | 1d                         |                         |   |   |   |                                |
| Consortium Member 2                 |                          | 2a                         |                         |   |   |   |                                |
|                                     |                          | 2b                         |                         |   |   |   |                                |
|                                     |                          | 2c                         |                         |   |   |   |                                |
|                                     |                          | 2d                         |                         |   |   |   |                                |
| Consortium Member 3                 |                          | 3a                         |                         |   |   |   |                                |
|                                     |                          | 3b                         |                         |   |   |   |                                |
|                                     |                          | 3c                         |                         |   |   |   |                                |
|                                     |                          | 3d                         |                         |   |   |   |                                |
| <b>Aggregate Experience Score =</b> |                          |                            |                         |   |   |   |                                |

<sup>@</sup> Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.8 and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the

amount specified in Clause 3.2.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Proposal Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.

<sup>#</sup>A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.8, shall be provided.

<sup>¥</sup>Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

<sup>¥¥</sup>Refer Annex-IV of this Appendix-I. Add more rows if necessary.

<sup>\$</sup> Refer Clause 3.2.1.

<sup>£</sup>In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. **In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.**

<sup>\$\$</sup> For conversion of US Dollars to Rupees, the rate of conversion shall be **Rupees 68 (sixty eight) to a US Dollar**. In case of any other currency, the same shall first be converted to US Dollars as on the date 30 (thirty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

<sup>££</sup> Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.7, and the product thereof shall be the Experience Score for such Eligible Projects.

ANNEX-III  
**Financial Capacity of the Bidder**

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFP)

| <b>Bidder type</b> <sup>\$\$</sup> | <b>Member Code</b> <sup>£</sup> | <b>Net Worth</b> <sup>££</sup><br><b>(In Rs. crore<sup>\$</sup>)</b> |
|------------------------------------|---------------------------------|--|
| (1)                                | (2)                             | (3)  |
| Single entity Bidder               |                                 |  |
|                                    |                                 |  |
| Consortium Member 1                |                                 |  |
| Consortium Member 2                |                                 |  |
| Consortium Member 3                |                                 |  |
| TOTAL                              |                                 |  |

**Name & address of Bidder's Bankers:**

<sup>\$</sup>For conversion of other currencies into rupees, see notes below Annex-II of Appendix-I.

<sup>\$\$</sup>A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

<sup>£</sup>For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

<sup>££</sup>The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 1 (one) year preceding the Proposal Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. [Deleted].
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. In case the Proposal Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.5 (g) of the RFP document.
6. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.2 (B) of the RFP document.

ANNEX-IV

**Details of Eligible Projects**

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP)

**Project Code:**

**Member Code:**

| <b>Item</b><br>(1)  | <b>Refer Instruction</b><br>(2) | <b>Particulars of the Project</b><br>(3) |
|---|---------------------------------|--|
| Title & nature of the project   |                                 |  |
| Category  | 5                               |  |
| Year-wise (a) payments received/ made for construction, (b) payments made for development of private and PPP projects and/ or (c) revenues appropriated | 6                               |  |
| Entity for which the project was constructed/ developed   | 7                               |  |
| Location  |                                 |  |
| Project cost  | 8                               |  |
| Date of commencement of project/ contract   |                                 |  |
| Date of completion/ commissioning   | 9                               |  |
| Equity shareholding<br>(with period during which equity was held)   | 10                              |  |
| Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)   | 15                              |  |

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Proposal. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write “Associate” along with Member Code.
5. Refer to Clause 3.2.1 of the RFP for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the (i) past 10 (ten) financial years for payments received/made (*Refer sub-clause (i) and (ii) of 2.2.2(A)*), (ii) past 5 (five) financial years for revenue appropriated (*Refer sub-clause (iii) of 2.2.2(A)*) . Year 1 refers to the financial year immediately preceding the Proposal Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.11). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.

7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of the Eligible Project. Refer to Clauses 3.2.3 and 3.2.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor<sup>§</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1<sup>£</sup>, it should provide a certificate from the statutory auditor of the Bidder, or its Associate, in the format below:

---

<sup>§</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

<sup>£</sup> Refer Clause 3.2.1 of the RFP.

**Certificate from the Statutory Auditor regarding Category-1 Private Projects and PPP projects<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder/Member/Associate) is/was an equity shareholder in ..... (title of the project company) and holds/held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>€</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)<sup>¥</sup>. The project was/is likely to be commissioned on ..... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project (excluding land) is Rs. .... cr. (Rupees .....crore), of which Rs. .... cr. (Rupees ..... crore) of capital expenditure was incurred during the **past ten financial years** as per year-wise details noted below:

.....  
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFP during the **past five financial years** were Rs. .... cr. as per year-wise details noted below:

.....  
.....

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation

Date:

of the authorised signatory)

<sup>Φ</sup> Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RFP.

<sup>€</sup>Refer instruction no. 10 in this Annex-IV.

<sup>¥</sup> In case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that ..... (name of Bidder) constructed and/ or owned the ..... (name of project) from ..... (date) to ..... (date)."

14. If the Bidder is claiming experience under **Categories 2<sup>£</sup>**, it should provide a certificate from the statutory auditor of the Bidder, or its Associate, in the format below:

**Certificate from the Statutory Auditor regarding Category-2 Private Projects  
and PPP Projects<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder/Member/Associate) is/was an equity shareholder in ..... (title of the project company) and holds/held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>€</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)<sup>¥</sup>. The project was/is likely to be commissioned on ..... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project (excluding land) is Rs. .... cr. (Rupees .....crore), of which Rs. .... cr. (Rupees ..... crore) of capital expenditure was incurred during the past ten financial years as per year-wise details noted below:

.....  
.....

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation

Date:

of the authorised signatory)

<sup>£</sup> Refer Clause 3.2.1 of the RFP.

<sup>Φ</sup> Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RFP.

<sup>€</sup>Refer instruction no. 10 in this Annex-IV.

<sup>¥</sup> In case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that ..... (name of Bidder) constructed and/ or owned the ..... (name of project) from ..... (date) to ..... (date)."

15. If the Bidder is claiming experience under Category 3 & 4\*, it should provide a certificate from its statutory auditors or the client in the format below:

**Certificate from the Statutory Auditor/ Client regarding CONSTRUCTION WORKS<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, {this is to certify that ..... (name of the Bidder/Member/Associate) was engaged by ..... (title of the project company) to execute ..... (name of project) for ..... (nature of project)}<sup>Ψ</sup>. The construction of the project commenced on ..... (date) and the project was/ is likely to be commissioned on ..... (date, if any). It is certified that ..... (name of the Bidder/ Member/ Associate) received/paid Rs. .... cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost (excluding land) of the project is Rs. .... cr. (Rupees .....crore), of which the Bidder/Member/Associate received/paid Rs. .... cr. (Rupees ..... crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP, during the past ten financial years as per year-wise details noted below:

.....  
.....

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}*<sup>Α</sup>

\* Refer Clauses 3.2.1 and 3.2.4 of the RFP.

Φ Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RFP.

Ψ In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: “this is to certify that ..... (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the ..... (name of Project) through ..... (name of the contractor).

Α This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the

Date:

authorised signatory).

16. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.8, the Bidder should also provide a certificate in the format below:

**Certificate from the Statutory Auditor/ Company Secretary regarding Associate<sup>s</sup>**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (name of the Applicant/ Consortium Member/ Associate) is held, directly or indirectly<sup>£</sup>, by ..... (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.8 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein. }

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of

Date:

the authorised signatory).

<sup>s</sup> In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

<sup>£</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

17. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score<sup>⊙</sup>.

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<sup>⊙</sup> Refer Clause 3.2.6 of the RFP.

ANNEX-V

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref. Date:

To,

The Commissioner,  
Andhra Pradesh Capital Region Development Authority,  
Lenin Center, Governor Pet, Vijayawada  
Pin: 520 002  
Andhra Pradesh – India  
Phone: +91-866-2577475

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.<sup>§</sup>

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf<sup>§</sup> and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

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<sup>§</sup> Please strike out whichever is not applicable.

APPENDIX-II

**Power of Attorney for signing of Proposal<sup>s</sup>**

(Refer Clause 2.2.5)

Know all men by these presents, We.....  
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium 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 Technical Proposal and Commercial Proposal for the ..... Project proposed or being developed by the **Andhra Pradesh Capital Region Development Authority (APCRDA)** (the “**Authority**”) including but not limited to signing and submission of all Technical Proposals, Commercial Proposals and other documents and writings, participate in Pre-Proposals and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession cum Development Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority 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 Concession cum Development Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For

.....

(Signature, name, designation and address)

Witnesses:

\_\_\_\_\_

<sup>s</sup> To be submitted in original.

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-III

**Power of Attorney for Lead Member of Consortium<sup>§</sup>**

(Refer Clause 2.2.5)

**Whereas** the *Andhra Pradesh Capital Region Development Authority* (“**the Authority**” or “**APCRDA**”) has invited Proposals from interested parties for the *Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on PPP Basis* (the “**Project**”).

**Whereas**, ....., ....., ..... and ..... (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

**Whereas**, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all proposal including technical and commercial proposals and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of

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<sup>§</sup> To be submitted in original.

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

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

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

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, 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.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-IV

**Joint Bidding Agreement**

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

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

**AMONGST**

1. .... Limited, a company incorporated under the Companies Act, 1956/2013<sup>¥</sup> and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. .... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}<sup>§</sup>

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

**WHEREAS,**

- A. **Andhra Pradesh Capital Region Development Authority (APCRDA)**, established under Andhra Pradesh Capital Region Development Authority Act, 2014 (Act.No.11 of 2014), represented by its *Commissioner* and having its

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<sup>¥</sup> A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

<sup>§</sup> The number of Parties will be shown here, as applicable, subject however to a **maximum of 3 (three)**.

principal offices at Lenin Center, Governor Pet, Vijayawada, Pin: 520 002, Andhra Pradesh – India (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “**Proposals**”) by its Request for Proposal No. .... dated ..... (the “**RFP**”) for *Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on PPP Basis* (the “**Project**”) through public private partnership.

- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

- 2.1. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into two separate **Shareholder Agreements** (the “**SHA-1**” and “**SHA-2**”) with **APCRDA** in the form provided by the Authority and incorporate two special purpose Companies (the “**SPC-1**” and “**SPC-2**”) as a Joint Ventures between the **Selected Bidder (89%)** and the **APCRDA (11%)** under the Indian Companies Act, 2013 and enter into a Concession cum Development Agreement with the Authority and perform all its obligations as the Concessionaire in terms of the Concession cum Development Agreement for the Project, and perform all its obligations as the Developer in terms of the Development Agreement for the Project

#### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession cum Development Agreement when all the obligations of the SPCs shall become effective;
- (b) Party of the Second Part shall be {the Technical/ Financial/ O&M Member of the Consortium;}
- {(c) Party of the Third Part shall be the Financial/ Financial/ O&M Member of the Consortium; and}

#### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, the Concession cum Development Agreement, and the Development Agreement till such time as the Financial Close for the Project is achieved under and in accordance with the Concession cum Development Agreement respectively.

#### **6. Shareholding in the SPCs**

- 6.1. The Parties agree that the proportion of shareholding among the Parties in the SPCs shall be as follows:

First Party:

Second Party:

{Third Party:}

- 6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPCs shall, at all times till the tenth anniversary of the date of signing of the Concession cum Development Agreement, be held by the Parties of the First, {Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.

- 6.3. The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the date of signing of Concession cum Development Agreement till tenth anniversary thereof, hold subscribed and paid up equity share capital of SPC-1 equivalent to at least 5% (five per cent) of the Total Project Cost of Core MICE Hub Facility.
- 6.4. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPC-1 and SPC-2 at all times until the tenth anniversary of the signing of Concession cum Development Agreement of the Project.
- 6.5. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession cum Development Agreement .

## **7. Representation of the Parties**

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession cum Development Agreement respectively, in case the Project is awarded to the Consortium. However, in case the Consortium is either not shortlisted for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not shortlisted or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

- 9.1. This Joint Bidding Agreement shall be governed by laws of India.
- 9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED

SECOND PART

|               |               |
|---------------|---------------|
| (Signature)   | (Signature)   |
| (Name)        | (Name)        |
| (Designation) | (Designation) |
| (Address)     | (Address)     |

SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PART

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1.
- 2.

*Notes:*

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

APPENDIX-V

**Bank Guarantee for Bid Security**

*(Refer Clauses 2.23 and 1.2.4)*

B.G. No. Dated:

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the proposal/ bid of ..... (a company registered under the Companies Act, 1956/ 2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ..... Project on [DBFOT] basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft Concession cum Development Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Proposal open during the

Proposal validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).

4. This Guarantee shall be irrevocable and remain in full force for a **period of 240 (two hundred and forty) days** from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing

whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling **240 days** after the Proposal Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

## APPENDIX-VI

### Letter Comprising Commercial Proposal

Dated:

To,

The Commissioner,  
Andhra Pradesh Capital Region Development Authority,  
Lenin Centre, Governor Pet, Vijayawada  
Pin: 520 002  
Andhra Pradesh – India  
Phone: +91-866-2577475

**Sub:** Commercial Proposal for *Development of MICE Hub at Amaravati Capital City in Andhra Pradesh on PPP Basis (the Project)*

Dear Sir,

We are pleased to submit our Commercial Proposal for the Project as follows:

1. I/ We offer saleable built-up area of ..... sqft (..... square feet) out of the saleable built-up area of Commercial Facilities constructed/ going to be constructed in the Commercial Development Area to the Authority, which shall be handed over to the Authority free of cost in terms of and in accordance with the provisions of the Bidding Documents.
2. I/ We understand that the actual built-up area to be handed over to the Authority shall be higher of figure quoted above or 10% (ten percent) of actual built-up area actually developed in the Commercial Development Area..
3. I/ We understand that aforesaid quoted saleable built-up area shall be computed and determined as per the methodology given in the Concession cum Development Agreement.
4. I/ We understand that aforesaid quoted saleable built-up area shall be, subject to the provisions of Bidding Documents, handed over to the Authority with all associated rights including right of way, rights related to common area and rights related to associated common facilities and proportionate right on land.
5. We understand that the above quoted saleable built-up area is inclusive of minimum 2,00,000 sqft (two lakh square feet) saleable built-up area that is required to be handed over to the Authority free of cost in terms of and in

accordance with the provisions of the Concession cum Development Agreement.

6. That our Commercial Proposal is valid for 180 (one hundred and eighty) days from Proposal Due Date.

We hereby declare that our Commercial Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the Bidding Documents.

The aforesaid constructed built-up area share has been quoted by us after taking into consideration all the terms and conditions stated in the Bidding Documents including the RFP, draft Shareholding Agreements, draft Concession cum Development Agreement, our own estimates of demand, costs and revenues and after a careful assessment of the Project Site and all the conditions that may affect the Proposal.

In witness thereof, I/ we submit this Commercial Proposal/ offer under and in accordance with the terms of the Bidding Documents.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

APPENDIX-VII

**Guidelines of the Department of Disinvestment**

*(Refer Clause 1.2.1)*

No. 6/4/2001-DD-II  
Government of India  
Department of Disinvestment

Block 14, CGO Complex  
New Delhi.

Dated 13<sup>th</sup> July, 2001.

**OFFICE MEMORANDUM**

**Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment**

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

## APPENDIX-VIII

### **List of Proposal-specific provisions**

#### **A. Appendices with non-numeric footnotes**

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Bidders. These shall be omitted by the Bidders while submitting their respective Proposals.

#### **B. Appendices where curly brackets are used**

1. Appendix I (Annex-IV): Letter Comprising the Proposal for Pre-Qualification.
2. Appendix IV: Joint Bidding Agreement: Recitals 3 and 4; Clauses 4 and 6.

**Note:** The curly brackets should be removed after the provisions contained therein are suitably addressed by the Bidders.

#### **C. Appendices with blank spaces**

These shall be filled up when the format of the respective Appendix is used.