

Development of Signature Tower at
Madhurawada on Public-Private
Partnership in Visakhapatnam, Andhra
Pradesh, India

August 2015



Request for Proposal

Volume 1: Instructions to Bidder

Andhra Pradesh Industrial Infrastructure Corporation Limited

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LIST OF ABBREVIATIONS

APIIC	Andhra Pradesh Industrial Infrastructure Corporation
BOT	Build Operate Transfer
COD	Commercial Operation Date
DBFOT	Design-Build-Finance-Operate-Transfer
Gol	Government of India
IST	Indian Standard Time
INR	Indian Rupees
LOA	Letter of Award
O&M	Operation and Maintenance
PIM	Project Information Memorandum
PPP	Public Private Partnership
RFP	Request for Proposal
SPC	Special Purpose Company

GLOSSARY

Authority	Andhra Pradesh Industrial Infrastructure Corporation
Government	Government of Andhra Pradesh
Highest Bidder	Bidder offering the highest concession payment
Member	Member of Consortium
Project	Development of Signature Tower at Madhurawada, Visakhapatnam

CONVERSION OF UNITS

1 hectare	2.4711 acres
1 acre	43559.66 sq. ft.
1 acre	4046.9 sq. m
1 acre	4839.963 sq. yards
1 sq. km	247.11 acres
1 sq. m	10.764 sq. ft.
1 meter	3.28 ft.
1 meter	1.09361 yards

LETTER OF INVITATION

To:

<Name and Address of the Purchaser of the Request for Proposal Document>

Subject: Invitation for Submission of Bid for ‘Development of Signature Tower at Madhurawada, Visakhapatnam, Andhra Pradesh, India’.

Dear Madam / Sir,

We, the Andhra Pradesh Industrial Infrastructure Corporation Limited under our core objective of providing integrated infrastructure development for the state of Andhra Pradesh, envisage the need to undertake development of Signature Towers on approximately 8 acres of land located at Madhurawada, Visakhapatnam, Andhra Pradesh, India, through Public Private Partnership (PPP) on Design-Build-Finance-Operate-Transfer (DBFOT) basis. We have appointed Jones Lang LaSalle Property Consultants India Private Limited as the Project Advisors to this Project to assist APIIC and the Government of Andhra Pradesh in selecting development partner to successfully implement the Project.

The Signature Tower is a project announced by the Honourable Chief Minister of Andhra Pradesh to give a fillip to IT sector and bring brand image to Andhra Pradesh. The Project is envisaged to be an iconic building of Andhra Pradesh for IT sector, which is proposed to be developed on hilltop overlooking the sea, involving private developers.

We have earmarked about 17.98 acres (72,762 sq. m.) of land for the Project, which is envisaged to be an Iconic Signature Tower, which is proposed to be developed as a Global Information Technology Hub, planned in two phases along with other support facilities such as IT & ITES, hospitality, retail and recreation. This Request for Proposal (the “RFP”) document is for the Phase 1 of the Project, which is being proposed on approximately 8 acres land with about 905,297 sq. ft. of built up area and corresponding 1,350 car parking units.

We are pleased to invite you to participate in the bidding process and partner with the Government of Andhra Pradesh in developing the proposed Signature Tower Project and contribute to the IT growth of the State of Andhra Pradesh. This RFP document comprises of three volumes:

1. Volume 1: Instruction to the Bidders
2. Volume 2: Draft Concession Agreement
3. Volume 3: Project Information Memorandum

Please feel free to contact us and/or the Project Advisors if you need any clarifications and/or additional information.

Yours faithfully,
for Andhra Pradesh Industrial Infrastructure Corporation Limited

Vice Chairman & Managing Director

1.0 INTRODUCTION

1.1 BACKGROUND

- 1.1.1. The Andhra Pradesh Industrial Infrastructure Corporation Limited (hereinafter referred to as the 'Authority') under its core objective of providing integrated infrastructure development for the state of Andhra Pradesh, envisages the need to undertake development of Signature Towers (hereinafter referred to as the 'Project') on approximately 8 acres of land (hereinafter referred to as the 'Project Site') located at Madhurawada, Visakhapatnam, Andhra Pradesh, India, through Public Private Partnership (PPP) on Design-Build-Finance-Operate-Transfer (DBFOT) basis. In this regard, the Authority has decided to carry out the bidding process for selection of a developer as the Bidder to whom the Project may be awarded, through a transparent bidding process.
- 1.1.2. The Authority has earmarked about 17.98 acres (72,762 sq. m.) of land for the Project, which is envisaged to be an Iconic Signature Tower, which is proposed to be developed as a Global Information Technology Hub, planned in two phases along with other support facilities such as IT & ITES, hospitality, retail and recreation. This RFP document is for the Phase 1 of the Project, which is being proposed on approximately 8 acres land with about 905,297 sq. ft. of built up area and corresponding 1,350 car parking units. The broad project components and area statement are listed as below:

Product Mix / Activity Mix	Built-Up Area (sq. ft.)	Parking Area (sq. ft.)	No. of Car Parking Units
Commercial / Office for IT-ITES Use	791,960	435,578	1,197
Support Retail and F&B	80,802	44,441	122
Conference / Meeting Rooms	21,405	7,063	19
Business Center	11,130	3,673	10
Total	905,297	490,755	1,348

- 1.1.3. The Selected Bidder, subsequent to the award of the Project, shall be required to incorporate a special purpose company under the Indian Companies Act, 1956, prior to execution of the Concession Agreement, to act as the concessionaire and undertake and implement the Project (hereinafter referred to as the 'Concessionaire'). The Concessionaire shall be responsible for designing, engineering, financing, procurement, construction, operation, maintenance and transfer of the Project under and in accordance with the provisions of a concession agreement (hereinafter referred to as the 'Concession Agreement') to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.4. The scope of work will broadly include design, engineer, finance, procure, and construct the Project and the operation and maintenance thereof for a period of 8 (eight) calendar years or 6 (six) calendar years post Commercial Operation Date (COD), whichever is later. After the expiry of the Concession period, the Authority and the Concessionaire will sign a Lease Agreement for a period of 30 years in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.5. The estimated project cost is specified in Section 3.5 of Project Information Memorandum. The assessment of actual costs, however, will have to be made by the Bidders.

- 1.1.6. The Concession Agreement (along with Land Lease Agreement as Annexure) enclosed as Volume 2 of this document, sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (hereinafter referred to as the 'Concession'). Bidders are advised to peruse the detailed terms and conditions contained in the draft Concession Agreement, prior to formulation and submission of their Bids.
- 1.1.7. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidders about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP documents 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.
- 1.1.8. The Authority shall receive Bids pursuant to this RFP document in accordance with the terms set forth in this RFP document and other documents to be provided by the Authority pursuant to this RFP document, as modified, altered, amended and clarified from time to time by the Authority (collectively hereinafter referred to as the 'Bidding Documents'), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3.2 for submission of Bids (hereinafter referred to as the 'Bid Due Date').
- 1.1.9. The RFP document can be downloaded from the website www.apiic.in. Bidders can also obtain a copy of the RFP document from the office of APIIC at the address (as detailed out in Clause 2.3.7), on payment of the RFP document fee of Rs. 20,000 (Rupees Twenty Thousand only) in the form of a non-refundable demand draft drawn in favour of 'Andhra Pradesh Industrial Infrastructure Corporation Limited', issued by a Nationalized / Scheduled Bank in India, payable at Hyderabad. The Bidder shall submit along with its Bid either the receipt of the payment of the RFP document fee or in case RFP document is downloaded from the website, the RFP document fee shall be payable by way of a demand draft and the same should be submitted to the Authority along with Bid. Proposals unaccompanied with either the RFP document fee or a receipt of payment thereof shall be liable to be rejected.

1.2 BRIEF DESCRIPTION OF THE BIDDING PROCESS

- 1.2.1 The Authority invites bidders (hereinafter referred to as the 'Bidder') to submit their Bids for the Project in accordance with the terms hereof. The Authority has adopted a single-stage three envelope bidding process (collectively referred to as the 'Bidding Process') for selection of the Bidder for award of the Project. The first envelope ('Key Submissions') shall be evaluated to ensure responsiveness of the Bids with the terms of the RFP document and qualification of the Bidders on the basis of the Technical and Financial Capacity of the Bidders. Subsequent to the evaluation of the Key Submissions, the Authority shall evaluate the Financial Bids of the Bidders who qualify in the evaluation of the Key Submissions.
- 1.2.2 The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3.2 for submission of bids (hereinafter referred to as the 'Bid Due Date').
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project and the Project Information Memorandum (hereinafter referred to as the 'PIM'). Subject to the

- provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 3,00,00,000/- (hereinafter referred to as the 'Bid Security'), refundable not later than 60 (sixty) calendar days from the date of Award to the selected Bidder, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 240 (two hundred and forty) calendar days from the Bid 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. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Bidders would need to submit the following sets of documents (one original and one copy) as part of their Bid.
- A. Envelope I - Documents mentioned in Clause 2.3.2 (c) - 'Key Submissions'
 - B. Envelope II - Technical Bid along with Documents mentioned in Clause 2.3.2 (d) - 'Technical Bid'
 - C. Envelope III - Financial Offer as mentioned in Clause 2.3.2 (e) - 'Financial Bid'.
- 1.2.6 The evaluation of the Bid submissions would be carried out in the following four stages.
- A. Stage I: First stage would involve opening and evaluation of the Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the RFP document. Those Bids found to be substantially responsive would be considered for evaluation in the second stage.
 - B. Stage II: In the second stage, the evaluation of the information furnished by the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity ('Eligibility Criteria') would be undertaken as per Clause 3.3.9 of the RFP document and assessed as per Appendix - IV of RFP document. Those Bidders scoring 70 marks and above would be Technically Qualified Bidders and shall qualify for the next stage of evaluation.
 - C. Stage III: In the third stage, the Financial Proposal of the Technically Qualified Bidders will be opened for identifying the Selected Bidder.
- 1.2.7 Financial Proposals are invited for the Project on the basis of the Concession Payment ('Concession Payment') offered by a Bidder for implementing the Project. The first Concession Payment for the Project shall be payable by the Concessionaire on the date of signing of the Concession Agreement and the subsequent payments shall be made on annual basis, till the end of Concession Period. The Concession Period and annual escalation rate of Concession Payment is pre-determined, as indicated in the Concession Agreement. The Concession Payment shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.1.16, the Project will be awarded to the Bidder quoting the highest Concession Payment.
- 1.2.8 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 Clause 3.3.10 (c) of this RFP document, 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.

- 1.2.9 Bidders are advised to examine the Project in great detail, and to carry out, at their cost, such studies and to do such due diligence, as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.10 The Concessionaire shall be entitled to collect and appropriate the revenues from the Project in accordance with the terms of the Concession Agreement.
- 1.2.11 Further and other details of the process to be followed and the terms thereof are spelt out in this RFP document. Any queries or request for additional information concerning this RFP document shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.3.7. The envelopes/ communication shall clearly bear the following identification/ title:

'Queries/Request for Additional Information: RFP Document for Development of Signature Towers at Madhurawada, Visakhapatnam, Andhra Pradesh, India'.

1.3 SCHEDULE OF BIDDING PROCESS

- 1.3.1 The Authority invites bidders (hereinafter referred to as the 'Bidder') to submit their Bids for the Project in accordance with the terms hereof. The Authority has adopted a single-stage three envelope bidding process (collectively referred to as the 'Bidding Process') for selection of the Bidder for award of the Project. The first envelope ('Key Submissions') shall be evaluated to ensure responsiveness of the Bids with the terms of the RFP document and qualification of the Bidders on the basis of the Technical and Financial Capacity of the Bidders. Subsequent to the evaluation of the Key Submissions, the Authority shall evaluate the Financial Bids of the Bidders who qualify in the evaluation of the Key Submissions.
- 1.3.2 The Authority shall endeavour to adhere to the following schedule:

Sl.	Event Description	Date / Timeframe
1.	Notice Inviting Tender	17-08-2015
2.	Last Date for Receiving Queries on RFP Document	08-09-2015
3.	Pre-Bid Conference	09-09-2015
4.	Authority's Responses to the Queries	14-09-2015
5.	Bid Due Date	17-10-2015
6.	Issuance of Letter of Award to Successful Bidder	30-10-2015

- 1.3.3 All queries on the RFP document shall be addressed to

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Chief General Manager - Projects
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- 1.3.4 Pre-Bid Conference will be held on date mentioned in Clause 1.3.2. above. Venue of the Pre-Bid Conference will be communicated separately.

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2.0 INSTRUCTIONS TO THE BIDDERS

2.1 GENERAL TERMS OF BIDDING

- 2.1.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 a) The Bidder may be a single entity or a group of entities (the "Consortium"), 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; and b) A single entity Bidder shall either be a company incorporated under the Companies Act, 1956 or a body corporate incorporated under the applicable laws of its origin. Further, in case of a Consortium, each of the entities forming the Consortium (the "Member(s)") shall either be a company registered under the Companies Act, 1956 or a body corporate incorporated under the applicable laws of its origin. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.23 below.
- 2.1.3 The PIM 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 Bids. Nothing contained in the PIM shall be binding on the Authority and / or its consultants/ advisors, 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 PIM.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft Concession Agreement 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 Agreement.
- 2.1.5 The Financial Bid should be furnished in the format at Appendix - V, clearly indicating the bid amount in both figures and words, in Indian Rupees (excluding applicable Service Tax, which will be payable as per the prevailing rates specified by the Government of India from time to time), and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Financial Bid shall consist of a Concession Payment, to be quoted by the Bidder. The Concession Payment shall be payable by the Concessionaire to the Authority, as the case may be, as per the terms and conditions of this RFP document and the provisions of the Concession Agreement.
- 2.1.7 The Bidder shall deposit a Bid Security of Rs. 3,00,00,000/- (Rupees Three Crore only) in accordance with the provisions of this RFP document. The Bidder has the option to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix - VII or in the form of Demand Draft in favour of "Andhra Pradesh Industrial Infrastructure Corporation Limited", issued by a Nationalized/ Scheduled Bank in India and payable at Hyderabad.
- 2.1.8 The validity period of the Bank Guarantee, as the case may be, shall not be less than 240 (two hundred and forty) calendar days from the Bid 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. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder (H1) and Second Selected Bidder (H2)

- whose Bid Security shall be retained till the Selected Bidder (H1) has provided a Performance Security under the Concession Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.10 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.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The Bidding Documents including this RFP document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid 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 Bid. The provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.14 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 Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (a) 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% (five 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% (five 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 section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, 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

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) 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 Bid of either or each other; or
- (f) 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.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members 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 Letter of Award (the "LOA") or (ii) execution of the Concession 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 Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession 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.

2.1.16 This RFP document is not transferable.

2.1.17 Any award of Concession pursuant to this RFP document shall be subject to the terms of Bidding Documents.

2.1.18 Other Bid conditions shall include O&M Experience. The Bidder, in case it does not have the O&M experience specified in Clause 2.1.20 of the RFP document, by submitting its Bid, shall be deemed to acknowledge and agree that for a period of at least 5 (five) years from the date of commercial operation of the Project, it shall enter into an operation & maintenance (O&M) agreement with an entity having the specified experience, failing which the Concession Agreement shall be liable to termination.

2.1.19 To be eligible, a Bidder shall fulfil the following conditions of eligibility:

(A) (Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall meet the requirements set out below (the “Threshold Technical Capacity”).

- The Bidder shall have minimum of 5 (five) years of experience demonstrated through audited financial statements;
- Development or Construction experience of a Single Project of Rs. 200 Crore (Rupees Two Hundred Crore) specified in Clause 3.3.3; or
- Development and/ or Construction experience of at most 3 (three) Projects totaling to at least Rs. 300 Crore (Rupees Three Hundred Crore) with the minimum project cost being at least Rs. 100 Crore (Rupees One Hundred Crore) of each project, specified in Clause 3.3.3.

For the purpose of this RFP document, Project here means IT Parks / Commercial Office Buildings/ Hotel (Not less than 3-Star Category), Commercial Complex, Retail Space, Business Centers, etc.

The Bidder shall have completed Eligible Project, as Defined in Clause no 2.1.19, 3.3.3 & 3.3.4 and the same shall be evaluated as per the Clause No.3.3.9

(B) For demonstrating financial capacity in terms of turnover and net worth (the “Financial Capacity”), the Bidder shall meet the requirements set out below (the “Threshold Financial Capacity”)

- The Bidder shall demonstrate the financial turnover as per the formula ‘ $2 \cdot A \cdot n - B \geq \text{Project Cost}$ ’ wherein A represents maximum annual turnover achieved over last 5 years, for which audited financial statements are available; n represents construction period in years (i.5 years in the case of present Bid); and B represents Volume of Ongoing Works in Hand. The Bidder to submit a declaration on the Volume of Ongoing Works in Hand, duly certified their Statutory Auditor. For the purpose of assessment, Project Cost should be taken as Rs. 300 Crores including interest during construction but excluding land cost.
- In case of Consortium, the aggregate financial turnover of the consortium members (maximum 3 members) should satisfy the formula ‘ $2 \cdot A \cdot n - B \geq \text{Project Cost}$ ’.
- The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 100 Crore (Rupees Hundred Crore) as at the close of the preceding financial year, for which audited financial statements are available i.e. 31 March 2014.
- In case of Consortium, the aggregate Net Worth of the consortium members (maximum 3 members) should add up to Rs. 100 Crore (Rupees Hundred Crore) as at the close of the preceding financial year, for which audited financial statements are available i.e. 31 March 2014.

2.1.20 Operation and Maintenance Experience: The Bidder shall, [in the case of a Consortium, include a member, having at least 10% (ten percent) equity participation in the Project company/ SPC, who has experience of five years or more in operation and maintenance (O&M) of projects specified in Clause 3.3.3, with an aggregate capital cost equal to the Estimated Project Cost. In case the Bidder is not a Consortium, it shall be eligible only if it has equivalent experience on its own. In the absence of such experience, the Bidder shall, for a period of at least 5 (five) years from the date of commercial operation of the Project, undertake to enter into an operations & maintenance (the “O&M”) agreement with an entity

- having equivalent experience, failing which the Concession Agreement shall be liable to termination.
- 2.1.21 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix - I, complete with its Annexures, the following:
- (a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.1.19.(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), he should further support his claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
 - (b) Certificate(s) from its statutory auditors 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 2.1.21.(ii). For the purposes of this RFP document, 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 accrued liabilities.
- In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members, who have and shall continue to have an equity share of at least 26% each in the SPC, should satisfy the above conditions of eligibility; provided that each such Member shall, commencing from Agreement Date and up till 8 (eight) calendar years from the date of signing of the Concession Agreement or 2 (two) calendar years from the date of commercial operation, whichever is later, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the SPC; and (ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement.
- 2.1.22 The Bidder should submit a Power of Attorney as per the format at Appendix - II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix - III.
- 2.1.23 Where the Bidder is a single entity, it shall form an appropriate Special Purpose Company, incorporated under the Indian Companies Act 1956 (the "SPC") to act as the Concessionaire, execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPC, comply with the following additional requirements:
- (a) Number of members in a consortium should be limited to 3 (three);
 - (b) subject to the provisions of clause (a) above, the Bid 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 of at least 26% paid up and subscribed equity of the SPC. The nomination shall be supported by a Power of Attorney, as per the format at Appendix - III, signed by all the other members of the Consortium;
 - (d) the Bid 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, bidding for the Project. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium bidding for the Project;
- (f) The Members of a Consortium shall form an appropriate SPC to execute the Project if awarded to the Consortium;
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix - VI (the "Joint Bidding Agreement") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
 - i. convey the intent to form an SPC with shareholding/ ownership equity commitment(s) in accordance with this RFP document, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities of each member at each stage;
 - 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 document, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPC and shall further commit that each such member shall, commencing from the Agreement Date and up till 8 (Eight) years from the date of signing of the Concession Agreement or 2 (Two) years from the date of commercial operation, whichever is later, hold equity share capital of not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC; and (ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement;
 - v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity of the SPC at all times until the second anniversary of the Commercial Operation Date of the Project; and
 - vi. 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 Commercial Operation Date of the Project is achieved in accordance with the Concession Agreement; and

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive)

 - vii. except as provided under this RFP document and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.24 Any entity which has been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar

subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

- 2.1.25 An Bidder/ Consortium Member should, in the last 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, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member.
- 2.1.26 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.1.19, 2.1.21 and 3.3.3, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP document, 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, whether by operation of law or by contract or otherwise.

- 2.1.27 The following conditions shall be adhered to while submitting a Bid:

- (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 Bid and not, unless specifically requested, to other associated companies or firms;
- (c) Bidders should demonstrate their capacity in accordance with Clause 0 and Clause 3.3.3 below; and
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

- 2.1.28 While Qualification is open to persons from any country, the following provisions shall be applicable:

- (a) Where, on the Bid Due Date, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or any of the constituents of a Consortium is held by persons resident outside India or where a Bidder or any of the constituents of a Consortium is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the Bid Due Date, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control (by persons resident outside India) in or of the Bidder or any of the constituents of a Consortium;

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 its shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process

2.1.29 Change in Composition of the Consortium: No change in the composition of the Consortium shall be permitted after the Bid Due Date

2.1.30 Change in Ownership

- (a) The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire, shall not be less than 51% (fifty one percent), at all times commencing from the date of execution of the Concession Agreement and up till 8 (eight) calendar years from the date of signing of the Concession Agreement or 2 (two) calendar years from the COD, whichever is later (the "Lock-in Period").
- (b) Further, in case the Selected Bidder is a Consortium, those of its Consortium Members, whose Technical and Financial Capacity shall be taken in to consideration for the purposes of evaluation and qualification hereunder, shall at all times during the Lock-in Period, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.
- (c) The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.
- (d) By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP document, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the 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 Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding

anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.1.31 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids 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.

2.1.32 Site Visit and Verification of Information

- (a) Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic volumes, 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.
- (b) It shall be deemed that by submitting a Bid, the Bidder has:
 - i. made a complete and careful examination of the Bidding Documents;
 - ii. received all relevant information requested from the Authority;
 - iii. 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 2.1.32 above;
 - iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.1.32 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.1.32 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement
 - vi. acknowledged that it does not have a Conflict of Interest; and
 - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- (c) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP document, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.1.33 Right to Accept and to Reject any or all Bids

- (a) Notwithstanding anything contained in this RFP document, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
- (b) The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- (c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - i. invite the remaining Bidders to submit their Bids in accordance with this RFP document; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.1.34 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the 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 either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

2.1.35 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document 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.

2.2 DOCUMENTS

2.2.1 Contents of the RFP Document: This RFP document, titled as 'Instructions to Bidders', Volume 1 of the Bidding Documents, comprises the Letter of Invitation, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.2.4.

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Evaluation of Bids
Section 4	Miscellaneous
Section 5	Appendices and Annexures
	Appendix - I: Letter Comprising the Bid
	Annexure - I: Details of Bidder
	Annexure - II: Technical Capacity of the Bidder
	Annexure - III: Financial Capacity of the Bidder
	Annexure - IV: Details of Eligible Projects
	Annexure - V: Statement of Legal Capacity
	Appendix - II: Power of Attorney for signing of Bid
	Appendix - III: Power of Attorney for Lead Member of Consortium
	Appendix - IV: Format of Technical Proposal Evaluation
	Appendix - V: Format of Financial Bid
	Annexure - I: Financial Model
	Annexure - II: Cash Flow & Profit/ Loss Statement
	Appendix - VI: Joint Bidding Agreement for Consortium
	Appendix - VII: Bank Guarantee for Bid Security
	Appendix - VIII: Draft Letter of Award to the Selected Bidder

2.2.2 The Draft Concession Agreement (Volume II) and the Project Information Memorandum (Volume III) provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP document.

2.2.3 Clarifications

- (a) Bidders requiring any clarification on the RFP document may notify the Authority in writing or by fax and e-mail to the address provided in Clause 1.3.3. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3.2. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- (b) 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.
- (c) 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 Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority. The Authority will also upload such clarifications in its website (www.apiic.in) and will not be responsible for any bidder not receiving any project related clarification from the Authority.

2.2.4 Amendment of RFP document

- (a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addenda.
- (b) Any Addendum issued hereunder will be in writing and shall be uploaded on the website.
- (c) 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 Bid Due Date.

2.3 PREPARATION AND SUBMISSION OF BIDS

2.3.1 Format and Signing of Bid

- (a) The Bidder shall provide all the information sought under this RFP document. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.
- (b) The Bid and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together.
- (c) The Bidder shall submit one original and one copy of the entire Bid. In the event of any discrepancy between the original and the copies, the original shall prevail.

2.3.2 Sealing and Marking of Bids

- (a) The Bidder shall submit the Bids in the manner specified in this Clause 2.3.2.
- (b) The Bidder shall submit the Bids in three separate covers comprising the following documents and marked as “Key Submissions”, “Technical Proposal” and “Financial Proposal”.
- (c) Envelope I: “Key Submission”:
 - i. Copy of receipt for the payment or a non-refundable Demand Draft of Rs. 20,000/- (Twenty Thousand Only) from a Nationalized Bank or a Scheduled Bank of India in favor of “Andhra Pradesh Industrial Infrastructure Corporation”, payable at Hyderabad towards the cost of the RFP document.
 - ii. Letter accompanying the Bid in the prescribed format at Appendix - I along with Annexures and supporting documents (substantiating Technical and Financial Capacity);
 - iii. Bid Security as Bank Guarantee in the format at Appendix - VII;
 - iv. Technical Capacity of Bidder in the format at Annexure - II (without supporting documents)

- v. Financial Capacity of the Bidder in the format at Annexure - III (without supporting documents)
 - vi. Self-Declaration that all the forms and formats has been provided in the Technical Bid (Envelop II)
- (d) Envelope II: "Technical Proposal":
- i. Power of Attorney for signing of Bid in the prescribed format (Appendix - II);
 - ii. If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix - III);
 - iii. Copy of Memorandum and Articles of Association, of the Bidder/ Consortium Member is a body corporate, and in case of the Partnership firm the partnership firm should furnish partnership deed;
 - iv. Copies of supporting Documents for Evaluation of Technical Capacity;
 - v. Copies of Bidder's or each Consortium Member's duly audited balance sheet, annual reports and profit and loss account for the preceding 5 (five) years for which audited financial statements are available;
 - vi. Self-declaration on Volume of Ongoing Works in Hand, duly certified their Statutory Auditor;
 - vii. Master Plan, Product Mix, Concept Plan including, but not limited to salient features of the architecture, elevation section, perspective views, etc., project cost estimate, technical specifications, implementation schedule, marketing plan, etc. for assessment as per Appendix - IV;
 - viii. Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix - VI;
 - ix. A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (b) hereinabove.

The Envelope marked Key Submissions and Technical Bid shall not contain any financial condition/ reservation or any such information which may have a bearing on the Financial Bid. Key Submissions and Technical Bid containing financial proposals and or financial information/ conditions (unless specifically sought) shall be liable to rejection (and forfeiture of Bid Security).

- (e) Envelope III: "Financial Proposal", consisting of the financial offer of the Bidders shall be submitted as per the format provided at Appendix - V of this document.

Bidders are also required to submit their Financial Model and the Cash Flow & Profit/ Loss Statement for the entire Concession Period in the manner set out in

Annexure - I and Annexure - II to Appendix – V respectively on a non-re-writable CD as part of the Financial Bid.

- 2.3.3 The Bidder shall seal each of the above three envelopes of the Bid in separate covers and mark them as “Key Submissions”, “Technical Proposal” and “Financial Proposal”. The three sealed covers shall then be placed in a single outer cover, clearly making each of the envelopes as “Original”.
- 2.3.4 Similarly, the copies of three parts of the Bids shall be sealed in separate envelopes and placed in a single larger cover, clearly marking each of the envelopes as “COPY”.
- 2.3.5 Both the original and the copy of the Bid shall be placed in an outer envelope and sealed.
- 2.3.6 Each of the envelopes (outer and inner) shall clearly bear the following identification and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes

“Bid for Development of Signature Tower at Madhurawada, Visakhapatnam, Andhra Pradesh, India”

- 2.3.7 Each of the envelopes shall be addressed to:

Chief General Manager - Projects
Andhra Pradesh Industrial Infrastructure Corporation Limited
Parisrama Bhavanam,
6th Floor, 5-9-58/B,
Fateh Maidan Road,
BasheerBagh,
Hyderabad - 500 004
Phone: +91 40 2323 7622 / 24 / 25
Fax: +91 40 2323 3251
E-mail: chssprasad@apiic.in
Mobile: + 91 95050 15007

- 2.3.8 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 Bid submitted and consequent losses, if any, suffered by the Bidder.
- 2.3.9 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.3.10 Language: The Bids 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 Bid may be in any other language provided that they are accompanied by appropriate translations of 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 Bid, the English language translation shall prevail.
- 2.3.11 Bid Due Date: Bids should be submitted before 4.00 pm IST on the Bid Due Date at the address provided in Clause 2.3.7 in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified at Clause 2.3.7. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.2.4 uniformly for all Bidders.

- 2.3.12 Late Bids: Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.3.13 Financial Proposal: The Financial Proposal shall consist of the following:
- (a) Concession Payment to be quoted by the Bidder shall be furnished in the format at Appendix - V. The Bidder shall specify (in Indian Rupees) the Concession Payment (excluding applicable Service Tax, which will be payable as per the prevailing rates specified by the Government of India from time to time), payable by the Bidder to the Authority, to undertake the Project in accordance with this RFP document and the provisions of the Concession Agreement.
 - (b) The Bidder shall also submit its Financial Model along with income statements, cash flow & profit/ loss statement for the entire Concession Period in the manner set out in Annexure - I and Annexure - II to Appendix - V respectively on a non-re-writable CD as part of the Financial Bid.
- 2.3.14 The Project will be awarded to the Bidder quoting the highest Concession Payment in accordance with procedure described in the Clause 3.3.10
- 2.3.15 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP document.
- 2.3.16 The proposed Concession Agreement shall be deemed to be part of the Bid.
- 2.3.17 Modifications/ Substitution/ Withdrawal of Bids
- (a) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
 - (b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.3.2, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
 - (c) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 2.3.18 Rejection of Bids: Notwithstanding anything contained in this RFP document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
- 2.3.19 Validity of Bids: The Bids shall be valid for a period of not less than 180 (one hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.
- 2.3.20 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.

- 2.3.21 Correspondence with the Bidder: Save and except as provided in this RFP document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.4 BID SECURITY

- 2.4.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India, in favour of the Authority in the format at Appendix - VII (the "Bank Guarantee") and having a validity period of not less than 240 (two hundred forty) days from the Bid 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 nationalized 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.
- 2.4.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.4.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.4.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders (excluding Second Selected Bidder) will be returned by the Authority, without any interest, within 7 days of issue of LOA to the Preferred Bidder.
- 2.4.5 The Bid Security of Selected Bidder and Second Selected Bidder will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.4.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.4.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.4.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP document;

- (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Bidder(s) and the Authority;
- i. In the case of Selected Bidder, if it fails within the specified time limit
 - ii. to sign and return the duplicate copy of LOA;
 - iii. to sign the Concession Agreement; or
 - iv. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or
- (d) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3.0 EVALUATION OF BIDS

3.1 OPENING AND EVALUATION OF BIDS

3.1.1 The Authority shall open the Bids at 1630 hours on the Bid Due Date, at the place specified below and in the presence of the Bidders who choose to attend.

APIIC Office
Parisrama Bhavanam, 6th Floor,
5-9-58/B, Fateh Maidan Road
Basheer Bagh, Hyderabad - 500 004

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.1.4 Any information contained in the Bid 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 under the Bidding Process on the basis of such information.

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

3.1.6 To assist in the examination, evaluation and comparison of Bids, the Authority may utilize the services of its consultant(s) or advisor(s).

3.2 TESTS OF RESPONSIVENESS

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive only if:

- (a) it is accompanied by the Bid Security as specified in Clause 2.1.7;
- (b) it is accompanied by the RFP document Fee
- (c) Declaration certifying that all Format at Appendix - I to Annexure - VIII and its all Annexures;
- (d) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.3.11;
- (e) Duly Filled up Annexure - I to Annexure - V of Appendix 1

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

3.3 EVALUATION PARAMETERS

- 3.3.1 Only those Bidders whose Bids are adjudged to be responsive shall qualify for evaluation under this Section.
- 3.3.2 The Bidder's competence and capacity is proposed to be established by the parameters as detailed in Clause 2.1.19 and 2.1.20 of this RFP document for a) Technical Capacity; and b) Financial Capacity. Further, all the supporting documents shall be evaluated with respect to submission of the Bids.
- 3.3.3 Technical Capacity for Purposes of Evaluation: For the purposes of this RFP document, more particularly for the purposes of Clause 2.1.19, 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 3.3.4 (the "Eligible Projects"):

For the purpose of this RFP document: Here, Project means IT Parks / Commercial Office Buildings/ Hotel (Not less than 3 star Category), Commercial Complex, Retail Space, Business Centers, etc.

- 3.3.4 Eligible Experience shall be measured only for Eligible Projects. For a project to qualify as an Eligible Project:
- (a) It should have been undertaken 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;
 - (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed; and
 - (c) the entity claiming experience shall, during the past 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from collection of users charges from the users, but shall not include revenues from sale or provision of goods or services such as electricity, gas, telecommunications or fare/freight revenues and other incomes of the company owning the Project.
- 3.3.5 The Bidder shall quote experience in respect of a particular Eligible Project, 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. Further, the Project should have been executed by the entity, majority stake of which is held by the Bidder considered for evaluation.
- 3.3.6 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.
- 3.3.7 Details of Experience
- (a) The Bidder should furnish the details of Eligible Experience as set out in Clause 2.1.19 (A) (I) for the past 5 (five) years preceding the Bid Due date.
 - (b) The Bidders must provide the necessary information relating to Technical Capacity set out in Clause 2.1.19 (A) (I) as per format at Annexure - II of

Appendix - I and shall furnish the required project-specific information and evidence in support thereof as per the format provided in Annexure - IV of Appendix - I.

3.3.8 Financial information for Purposes of Evaluation

- (a) The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for last 5 (five) financial years from the Bid Due Date for which audited financial statements are available.
- (b) The Bidder must qualify under Turnover evaluation criteria and establish a minimum Net Worth as specified in Clause 2.1.19 (B), and provide details as per format at Annexure - III of Appendix - I.

3.3.9 Evaluation of Technical Proposal

- (a) The Technical Proposal of all the Bidders whose Bids are adjudged as responsive in terms of Clause 3.2.1 and who meet the Eligibility Criteria as per the terms of Clause 2.1.19 will be evaluated.
- (b) Subsequently, the Technical Proposals would be evaluated on the various aspects set out in Appendix - IV. The Bidders would be required to make a presentation on their Technical Proposals to the Technical Evaluation Committee.
- (c) Bidders who achieve a minimum score of 70 marks out of a total of 100 (the "Technically Qualified Bidders") would be considered for further evaluation.

3.3.10 Selection of Bidder

- (a) The Financial Proposal of only Technically Qualified Bidders shall be opened and the Bidder offering the highest Concession Payment as per Clause 2.3.13 to the Authority shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- (b) In the event that two or more Bidders quote the same amount of Concession Payment (the "Tie Bidders"), the Authority shall identify the Selected Bidder who has scored highest Technical Score among the Tie Bidders.
- (c) 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 Bid 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 Bid 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.
- (d) In the event that no Bidder offers to match the Highest Bidder in the Second Round of Bidding as specified in Clause (c), the Authority may, in its discretion, invite fresh Bids (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 Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the First Round of Bidding.

- (e) After selection, a LOA shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof along with the Performance Security. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date and/ or non-payment of Performance Security, 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.
- (f) After acknowledgement of the LOA and payment of Performance Security as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed. The Selected Bidder/ Concessionaire shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.3.11 Contacts during Bid Evaluation: Bids 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 Bids 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 Bids under consideration.

4.0 MISCELLANEOUS

4.1 FRAUD AND CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, 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. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP document issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3 For the purposes of this Clause 4.1, 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 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 the Clause 2.1.15 of this RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession 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.

4.2 PRE-BID CONFERENCE

- 4.2.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 4.2.2 During the course of Pre-Bid conference(s), 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.

4.3 OTHERS

- 4.3.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.3.2 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) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 4.3.3 It shall be deemed that by submitting the Bid, 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, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.0 APPENDICES AND ANNEXURES

Appendix - I Letter Accompanying the Bid

(Refer Clauses 2.3.2 (b))

Dated:

To,

The Vice Chairman & Managing Director
Parisrama Bhavanam, 6th Floor, 5-9-58/B,
Fateh Maidan Road,
BasheerBagh,
Hyderabad - 500 004

Dear Sir,

Subject: Bid for 'Development of Signature Tower at Madhurawada, Visakhapatnam, Andhra Pradesh, India'

With reference to your RFP document dated **** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified:

- 1) I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as Concessionaire for the design, build, finance, operate and transfer of the aforesaid Project.
- 3) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4) I/ We acknowledge the right of the Authority to reject our Bid 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.
- 5) I/ We certify that in the last five 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.
- 6) I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

- b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - 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 4.1.3 of the RFP document, in respect of any tender or RFP document 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 4 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; and
 - e) the undertakings given by us along with the Bid in response to this RFP document for the Project are true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.3.18 of the RFP document.
 - 8) I/ We believe that we/ our Consortium satisfy(s) the Financial Turnover and Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document.
 - 9) I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
 - 10) 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 of Law 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.
 - 11) 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 of Law.
 - 12) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 - 13) 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 guidelines referred to above, we shall intimate the Authority of the same immediately.
 - 14) I/ We acknowledge and undertake that in case selected for the Project, we (single entity/ Consortium members collectively) shall hold at least 51% (fifty one percent) of the subscribed and paid up equity of the Concessionaire/ SPC for the Lock-In Period for this Project.
 - 15) I/We further undertake and acknowledge that each of the Consortium Members whose Technical Capacity and Financial Capacity will be considered for the purposes of evaluation and short listing hereunder shall, up for the Lock-in Period of the Project, hold equity share

capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

- 16) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity is being relied upon and will be taken in to consideration for the purposes of short-listing under and in accordance with the RFP document, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
- 17) I/ We understand that the Selected Bidder shall be required to incorporate an SPC under the Indian Companies Act, 1956, prior to execution of the Concession Agreement, to act as the Concessionaire and implement the Project in terms of the Concession Agreement.
- 18) 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 Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 19) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 20) I/ We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Concession 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.
- 21) I/ We offer a Bid Security of Rs. 3,00,00,000/- (Rupees Three Crores only) to the Authority in accordance with the RFP document. The Bid Security in the form of a Demand Draft/ Bank Guarantee is attached.
- 22) I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
- 23) The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP document, draft Concession Agreement, our own estimates of costs and demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 24) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 25) {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

- 26) I/ We shall keep this offer valid for 180 (one hundred and eighty) calendar days from the Bid Due Date specified in the RFP document.

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)
Name and seal of Bidder/Lead Member

Date and Place:

Annexure - I Details of 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/ these Project(s)]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax 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 2.1.23 (g) should be attached to the Bid.
(c) Information regarding role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role {Refer Clause 2.1.23 (d)}	Percentage of equity in the Consortium {Refer Clauses 2.1.23 (a), (c) & (g)}
1			
2			
3			
4			

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

Name of Bidder/ member of Consortium:

Sl.	Criteria	Yes	No
1	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise).		

Sl.	Criteria	Yes	No
2	If the answer to 1 is yes , does the bar subsist as on the date of Bid?		
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 legalized due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Bidder and each of the Members of its Consortium (where applicable) 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)

Annexure - II Technical Capacity of the Bidder

(Refer to Clauses 2.1.19 (A), 3.3.3 and 3.3.4 of the RFP document)

Bidder Type ^{1/} (1)	Member Code ^{2/} (2)	Project Code ^{3/} (3)	Category ^{4/} (4)	Experience ^{5/} (Equivalent Rs. Crore) ^{6/}		
				Payments made/ received for construction of Eligible Projects	Payments made for development of Eligible Projects	Revenues appropriated from Eligible Projects
Single entity Bidder / Lead Member		A				
		B				
		C				
		D				
Consortium Member 2		2A				
		2B				
		2C				
		2D				
Consortium Member 3		3A				
		3B				
		3C				
		3D				

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 2.1.26 and/ or by a project company eligible under Clause 3.3.4 (b). In case the Bid Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years preceding its latest financial year.

^{1/} 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 2.1.26, shall be provided.

^{2/} 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, O&M means Operation & Maintenance Member, OM means Other Member.

^{3/} Refer Annexure - IV of this Appendix - I. Add more rows if necessary.

^{4/} Refer Clause 3.3.3.

^{5/} In case of Eligible Projects, the figures in column 6 and 7 may be added. 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.

^{6/} For conversion of US Dollars to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid 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.

The Bidder shall provide information on experience and technical capability as per the formats given. The Authority reserves the right to verify the successful operation and performance of the qualifying project/s mentioned in the formats and the Bidder shall arrange permissions for visiting these installations, if such a request is made by Authority at his cost.

Annexure - III Financial Capacity of the Bidder

(Refer to Clauses 2.1.19 (B), 2.1.21 (ii) and 3.3.8 of the RFP document)

Bidder Type ^{1/}	Member Code ^{2/}	Maximum Annual Turnover (Rs. Crores) of Last 5 Years	Qualification as per Turnover Criteria (Value)	Net Worth (Rs. Crores)
(1)	(2)	(3)	(4)	(5)
Single entity Bidder / Lead Member				
Consortium Member 2				
Consortium Member 3				
TOTAL				

^{1/} 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.

^{2/} 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, O&M means Operation & Maintenance Member, OM means Other Member..

Instructions:

- 1) The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years, for which audited financial statements are available, preceding the Bid Due Date. The financial statements shall:
 - i) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - ii) be audited by a statutory auditor;
 - iii) be complete, including all notes to the financial statements; and
 - iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 2) Formula to be used for assessing qualification as per turnover criteria is '**2*A*n-B >= Project Cost**' wherein **A** represents maximum annual turnover achieved over last 5 years, for which audited financial statements are available; **n** represents construction period in years (i.5 in the case of present Bid); and **B** represents Volume of Ongoing Works in Hand. Bidders qualifying under the qualification criteria shall present the score as ratio of **2*A*n-B** to **Project Cost**, wherein the Project Cost should be taken as **Rs. 300 Crores** including interest during construction but excluding land cost.
- 3) Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities). Net Worth shall be stated in the above table for the latest completed financial year, preceding the Bid Due Date, for which audited financial statement is available.
- 4) In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.1.23(g) of the RFP document.
- 5) The Bidder shall also provide the name and address of the Bankers to the Bidder.
- 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 2.1.21(ii) of the RFP document.

- The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.26.
- For conversion of US Dollars to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Bid Due Date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid 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.

Annexure - IV Details of Eligible Projects

(Refer to Clauses 2.1.19 (A), 3.3.3 and 3.3.4 of the RFP document)

Project Code:

Member Code:

Item	Particulars of the Project
(1)	(2)
Title & Nature of the Project	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	
Entity for which the Project was Constructed/ Developed	
Location	
Project Cost	
Date of Commencement of Project/ Contract	
Date of Completion/ Commissioning	
Equity Shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.3.4 of the RFP document, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. 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, O&M 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. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annexure - II of this Appendix - I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (for which audited financial statements are available).
6. Please provide particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) for each eligible project.
7. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.3.4.
8. For all Eligible Projects, the date of commissioning of the project, upon completion, should be indicated. Further, 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 3.3.4).
9. 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.
10. Certificate from the Client or the Bid's Statutory Auditor (In case duly certified audited annual financial statement containing the requisite details are provided, a separate certification by statutory auditor would not be necessary) must be furnished as per format below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidders/Member/Associate may provide the requisite certification.

Certificate from the Statutory Auditor regarding PPP Projects

(Provide Certificate as per this Certificate only, if necessary, statutory auditor means the entity that audits and certifies the annual accounts of the company)

Based on its Book 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. Crores. (Rupees Crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date). 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 is Rs. Crore, of which Rs. Crore of capital expenditure was incurred during the past ten financial years as per year-wise details noted below:

.....
.....

We also certify that the annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.3.3 of the RFP document during the past 5 financial years were Rs. Crore.

Name of the Audit Firm:

Seal of the Audit Firm: (Signature, name and designation of the Authorised Signatory and date)

Date:

11. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.1.26, the Bidder should also provide a certificate in the format below:

Certificate from the Statutory Auditor/ Client

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)". 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. Crore (Rupees Crore) by way of payment for the aforesaid construction.

We further certify that the total estimated capital cost of the project is Rs. Crore, of which the Bidder/Member/Associate received/paid Rs. Crore (Rupees Crore), in terms of Clauses 3.3.3 of the RFP document, 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.

(Signature of the Authorised Signatory)

Name:

Designation:

Date:

12. 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 Threshold Technical Capacity.

Annexure - V **Statement of Legal Capacity**

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

Ref.

Date:

To,
The Vice Chairman & Managing Director
Parisrama Bhavanam, 6th Floor, 5-9-58/B,
Fateh Maidan Road, BasheerBagh,
Hyderabad - 500 004

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) 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.*

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

Thanking you,

Yours faithfully,

Authorised Signatory For and on behalf of

*Please strike out whichever is not applicable.

APPENDIX - II Power of Attorney for Signing of Bid

(Refer Clause 2.1.9)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and legalized 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 bid for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' 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 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 Agreement with the Authority.

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, 20.....

For.....
(Signature, name, designation and address)

Witnesses:

1
2

Accepted Notarised

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common 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 legalized by the Indian Embassy and legalized 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 legalized by the Indian Embassy if it carries a conforming Apostille Certificate.

APPENDIX - III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the **** (the "Authority") has invited bids from qualified parties for the ***** Project (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 RFP document and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and legalized M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably legalized the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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

For (Signature, Name & Title)

For (Signature, Name & Title)

For (Signature, Name & Title)

(Executants)

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

Witnesses:

- 1
- 2

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 legalized by the Indian Embassy and legalized 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 legalized by the Indian Embassy if it carries a conforming Apostille Certificate.

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APPENDIX - IV Format of Technical Proposal Evaluation

Sl. No.	Parameters	Maximum Marks
1.	<p>Technical Capacity</p> <p>10 marks for the <u>one</u> Eligible Project. Additional 5 marks for every additional Eligible Project subject to maximum of 15 marks</p> <p>Note: Bidder showcasing the maximum number of Eligible Projects would be given the maximum marks, and the rest of the bidders would be given relative marking if maximum scored marks is less than 25</p>	25
2.	<p>Financial Capacity</p>	25
	<p>2.1 Qualification based on Turnover</p> <p>Formula to be used for assessing qualification as per turnover criteria is '$2*A*n-B \geq$ Project Cost' wherein A represents maximum annual turnover achieved over last 5 years, for which audited financial statements are available; n represents construction period in years (i.5 in the case of present Bid); and B represents Volume of Ongoing Works in Hand. For the purpose of evaluation, ratio of $2*A*n-B$ to Project Cost will be computed considering the Project Cost as Rs. 300 Crores including interest during construction but excluding land cost.</p> <p>Note: Bidder scoring the maximum ratio of $2*A*n-B$ to Project Cost would be given the maximum marks of 15, and the rest of the bidders would be given relative marking.</p>	15
	<p>2.2 Net Worth</p> <p>Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities). Net Worth as per the latest completed financial year, preceding the Bid Due Date, for which audited financial statement is available, will be considered.</p> <p>Note: Bidder having highest net worth but not less than Rs. 100 Crores, would be given the maximum marks of 10, and the rest of the bidders would be given relative marking.</p>	10
3.	<p>Conceptual Design and Project Cost</p>	50
	<p>3.1 Overall Master Plan and Activity Mix</p>	10
	<p>3.2 Design Aesthetics</p>	10
	<p>3.3 Broad Specifications and Green Ratings (Compliance to GRIHA or Equivalent Ratings)</p>	10
	<p>3.4 Construction Timeline</p>	10
	<p>3.5 Marketing Plan</p>	10
	<p>3.5.1 Marketing Strategy</p>	5
	<p>3.5.2 Past Experience & Relationship with Large Technology Companies</p>	5
	Total	100

APPENDIX - V

Format of Financial Bid

Date:

To,
The Vice Chairman & Managing Director
Andhra Pradesh Industrial Infrastructure Corporation
Parisrama Bhavanam, 6th Floor, 5-9-58/B,
Fateh Maidan Road, BasheerBagh,
Hyderabad - 500 004

Re: 'Development of Signature Tower at Madhurawada, Visakhapatnam, Andhra Pradesh, India'

Sir,

We hereby submit our Financial Proposal and offer a yearly Concession Payment of Rs. _____ (in words) excluding applicable Service Tax, for undertaking the aforesaid Project in accordance with the bidding documents and Concession Agreement. Applicable Service Tax will be paid as per the prevailing rates specified by the Government of India from time to time.

We have reviewed all the terms and conditions of the RFP document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP document.

Yours faithfully,

For and on behalf of

.....
(Name of the Bidder or Consortium Member)

(Signature of Authorized Signatory)

(Name and designation of the Authorised Person)

Annexure - I

Financial Model

Bidders are required to submit the soft copy in Microsoft excel of their Financial Model in non-rewritable compact disc with formula and without locking the cells/sheets containing the formula.

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Annexure - II Cash Flow & Profit/ Loss Statement

1. Bidder should provide the projected cash flow statement for the Concession Period as per the format given below:

Concession Period						
	Year "0"	Year "1"	Year "2"	Year "3"	Year "4"	---
Initial Investment (Rs. Crores)						
Revenues (Rs. Crores)						
Expenses (Rs. Crores)						
Income (Earnings Before Taxes) (Rs. Crores)						
Cash Flow (Rs. Crores)						

I. **"Initial Investment"** means the cost of construction of the facility, including interest during construction and all reasonable overheads, preliminary and pre-operative expenses in relation thereto, estimated by the Concessionaire. For the purpose of Cash Flow Projections the entire Initial Investment would be deemed to have been made on COD.

II. **"Year 0"** means the year of the COD.

III. **"Revenue"** means the amount received by Concessionaire from the Project Facilities.

IV. **"Expenses"** means the expenses to be incurred by the Concessionaire towards operating and maintaining the Project.

2. Bidders should provide the Projected Profit & Loss, Balance Sheet and Cash Flow Statement for the Concession Period.
3. Bidders should provide key financial assumptions.

APPENDIX - VI Joint Bidding Agreement for Consortium

(Refer Clause 2.1.23 (g))
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 2015

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} 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} 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 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)}¹³

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

WHEREAS,

A. _____, established under the _____, represented by its _____ and having its principal offices at _____] (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal Document No. dated for selecting bidders for 'Development of Signature Tower at Madhurawada, Visakhapatnam, Andhra Pradesh, India' (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 Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP document.

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 incorporate a special purpose vehicle (the "SPC") under the Indian Companies Act 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Project Agreement for the Project.
4. Role of the Parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
- 4.1 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 Agreement when all the obligations of the SPC shall become effective;
- 4.2 {Party of the Second Part shall be {the Technical Member of the Consortium; and}
- 4.3 {Party of the Third Part shall be the Financial Member of the Consortium }
5. Sole Responsibility: Party of the First Part, who is Lead member of the Consortium having the power of attorney from all Parties, shall be solely responsible for conducting all business for and on behalf of the Consortium during the bidding process and assume sole responsibility for conducting all business for and on behalf of the Consortium if selected as Preferred Bidder.
6. Joint and Several Liabilities
- 6.1 The Parties do hereby undertake to be jointly and severally responsible for all liabilities relating to the Project and in accordance with the terms of the RFP document and the Concession Agreement, till expiry of Lock-in Period under and in accordance with the Concession Agreement.
- 6.2 Lead Member of the Consortium would be solely responsible for all the obligations related to Project and in accordance with the terms of the RFP document and the Concession Agreement, till expiry of Lock-in Period under and in accordance with the Concession Agreement
7. Shareholding in the SPC
- 7.1 The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:
- First Party:
- Second Party:
- {Third Party:}
- 7.2 The Parties undertake that a minimum of 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPC shall, for the Lock In Period, be held by the Parties of the First, {Second and Third} Part whose

- experience, turnover and net worth have been reckoned for the purposes of qualification and selection of the Bid for the Project in terms of the RFP document.
- 7.3 The Parties undertake that each of the Parties specified in Clause 7.2 above shall, for the Lock-in Period, hold subscribed and paid up equity share capital of SPC equivalent to at least 5% (five per cent) of the Total Project Cost.
- 7.4 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 for the Lock-in Period of the Project.
- 7.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.
- 7.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPC in terms of the Concession Agreement at all times till the fifth anniversary of the date of commercial operation of the Project.
8. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- 8.1. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- 8.2. The execution, delivery and performance by such Party of this Agreement has been authorized 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 organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, 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;
 - vi. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - vii. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

9. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder.
10. Miscellaneous: This Joint Bidding Agreement shall be governed by laws of India.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART
(Signature)
(Name)
(Designation)
(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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-VII

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.1.21)

B.G. No. Dated:

- 1 In consideration of you, Andhra Pradesh Industrial Infrastructure Corporation Limited, having its office at Parisrama Bhavanam, 6th Floor, 5-9-58/B, Fateh Maidan Road, BasheerBagh, Hyderabad - 500 004, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956) 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 Development of Signature Tower at Madhurawada, Visakhapatnam, Andhra Pradesh, India (hereinafter referred to as the "Project") pursuant to the RFP document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the 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. 3,00,00,000/- (Rupees Three Crores 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 Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 3,00,00,000/- (Rupees Three Crores only).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) calendar days from the Bid Due Date inclusive of a claim period of 60 (sixty) calendar 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 Bid open during the Bid 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 Bids or the Bid 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 authorized 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 unrealized.
 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 authorized 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. 3,00,00,000/- (Rupees Three Crores 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 calendar days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorized official.
(Signature of the Authorized Signatory) (Official Seal)

APPENDIX - VIII Draft Letter of Award to the Selected Bidder

<Name and Address of the Selected Bidder>

Subject: Letter of Award (LoA) for 'Development of Signature Tower at Madhurawada, Visakhapatnam, Andhra Pradesh, India'.

Dear Madam / Sir,

- 1) We refer to your Proposal (the capitalized terms used herein shall have the same meaning as set forth in the Concession Agreement), under the covering letter dated -----,-----, submitted in response to the Request for Proposal (Reference No: -----, Dated: -----) on the subject.
- 2) We are pleased to inform you that your aforesaid Proposal, including the Financial Proposal of Rs. -----/- (Rupees ----- Only) as Concession Payment (excluding applicable Service Tax, which will be paid as per the prevailing rates specified by the Government of India from time to time) in accordance with terms of the Concession Agreement has been accepted and you are selected as the 'Preferred Bidder' for the Project, subject to fulfilment of the following terms and conditions:
 - a. You shall incorporate a Special Purpose Company (the Developer) under the Indian Companies Act, 1956, for implementing the Project;
 - b. In accordance with the provisions of the RFP document, the Concession Agreement and the Lease Agreement, the Developer shall conceptualize, plan, design, finance, procure, construct, develop, operate, maintain and manage the Project, during the concession period of 8 (eight) calendar years or 6 (six) calendar years post Commercial Operation Date (COD), whichever is later¹
 - c. Provide an acceptance to this 'Letter of Award' and Performance Security of Rs. 15,00,00,000/- (Indian Rupees Fifteen Crores Only) plus Service Tax thereof, in the form of a Demand Draft or Bank Guarantee, in favour of 'Andhra Pradesh Industrial Infrastructure Corporation Limited'.
- 3) You shall sign the Concession Agreement with the Andhra Pradesh Industrial Infrastructure Corporation Limited within 90 (ninety) calendar days from the date of acceptance of the Letter of Award.
- 4) In the event, you fail or refuse to provide the Performance Security, we shall forfeit the Bid Security provided by you leading to termination of this Letter of Award.
- 5) In addition to the above, you shall comply with all other requirements set out in the RFP document.

¹ After the expiry of the Concession Period, the Authority and the Concessionaire will sign a Lease Agreement for a period of 30 years.

Kindly acknowledge receipt of this Letter of Award by signing the duplicate copy of Letter of Award. You are requested to confirm the acceptance of the Letter of Award along with Performance Security as per terms of this Letter of Award and submit the same to us within 15 days from the date of this Letter of Award.

Yours Sincerely,
for and on behalf of Andhra Pradesh Industrial Infrastructure Corporation Limited

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DISCLAIMER

The information contained in this Request for Proposal document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Andhra Pradesh Industrial Infrastructure Corporation Limited or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Request for Proposal document and such other terms and conditions subject to which such information is provided.

This Request for Proposal is not an agreement and is neither an offer nor invitation by the Andhra Pradesh Industrial Infrastructure Corporation Limited to the prospective Bidders or any other person. The purpose of this Request for Proposal document is to provide interested parties with information that may be useful to them in preparing their bids ('Bids') including all the necessary submissions and the financial offers pursuant to this Request for Proposal document. This Request for Proposal document includes statements, which reflect various assumptions and assessments arrived at by the Andhra Pradesh Industrial Infrastructure Corporation Limited in relation to the Development of Signature Tower at Madhurawada, Visakhapatnam, Andhra Pradesh, India ('Project'). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Request for Proposal document may not be appropriate for all persons, and it is not possible for the Andhra Pradesh Industrial Infrastructure Corporation Limited, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Request for Proposal document. The assumptions, assessments, statements and information contained in this Request for Proposal document 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 Request for Proposal document and obtain independent advice from appropriate sources.

Information provided in this Request for Proposal document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Andhra Pradesh Industrial Infrastructure Corporation Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Andhra Pradesh Industrial Infrastructure Corporation Limited, 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 Request for Proposal document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Request for Proposal document and any assessment, assumption, statement or information contained therein or deemed to form part of this Request for Proposal document or arising in any way during the Bidding Process.

The Andhra Pradesh Industrial Infrastructure Corporation Limited does not accept any liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Request for Proposal document.

The Andhra Pradesh Industrial Infrastructure Corporation Limited 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 Request for Proposal document. While efforts will be made to issue public notice of such amendment/supplement, bidders are advised to follow the Andhra Pradesh Industrial Infrastructure Corporation Limited's website (<http://www.apiic.in/>) on a regular basis.

The issue of this Request for Proposal document does not imply that the Andhra Pradesh Industrial Infrastructure Corporation Limited is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Andhra Pradesh Industrial Infrastructure Corporation Limited reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Andhra Pradesh Industrial Infrastructure Corporation Limited or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Andhra Pradesh Industrial Infrastructure Corporation Limited 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 Bid, regardless of the conduct or outcome of the Bidding Process.



Andhra Pradesh Industrial Infrastructure Corporation Limited

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