

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE  
CORPORATION LIMITED**

(A Govt. of Andhra Pradesh Undertaking)

**Expression of Interest**

**for**

**Development, Operation & Maintenance of I-Space Business  
Park through Public-Private Partnership on Joint Venture  
Basis**

**at**

**~19 acre land parcel at Hill No. 3, Madhurawada,  
Visakhapatnam District, Andhra Pradesh**

May 2023

**Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)**

**APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur - 522503**

## GLOSSARY

<b>Associate</b>	As defined in Clause 2.4.8
<b>Authority</b>	As defined in Clause 1.1.1
<b>Applicant</b>	As defined in Clause 1.2.1
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Developer</b>	As defined in Clause 1.1.3
<b>EOI</b>	As defined in the Disclaimer
<b>EOI Application</b>	As defined in the Disclaimer
<b>Shareholders' Agreement</b>	As defined in Clause 1.1.3
<b>Conflict of Interest</b>	As defined in Clause 2.4.1(c)
<b>Consortium</b>	As defined in Clause 2.4.1(a)
<b>JV</b>	As defined in Clause 1.1.1
<b>Eligible Projects</b>	As defined in Clause 2.4.2 (A)
<b>Financial Capacity</b>	As defined in Clause 2.4.2 (B)
<b>Lead Member</b>	As defined in Clause 2.4.5 (c)
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.4.3 (ii)
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>SPV</b>	As defined in Clause 2.4.5
<b>Technical Capacity</b>	As defined in Clause 2.4.2 (A)
<b>Threshold Technical Capability</b>	As defined in Clause 2.4.2 (A)

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

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## DISCLAIMER

The information contained in this Expression of Interest document (the “EOI”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Andhra Pradesh Industrial Infrastructure Corporation Limited (the “Authority”) or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is one of the steps in the process of selection of an entity for the project for Development, Operation & Maintenance of I- Space Business Park through Public-Private Partnership on Joint Venture Basis on ~19 acre land parcel at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh

This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this EOI (the “EOI Application”). This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI may not be complete, accurate, adequate or correct. Each Applicant 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 EOI and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this EOI does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to reject all or any of the Applications / terminate the process at any time without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

The Applicant shall bear all its costs associated with or relating to the preparation or submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs

incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the process.

# 1. INTRODUCTION

## 1.1 Background

- 1.1.1 The Andhra Pradesh Industrial Infrastructure Corporation Limited (the "Authority") is vested with the objective of providing industrial infrastructure through the development of industrial areas and as part of this endeavour, the Authority has decided to undertake development, operation and maintenance of I-Space Business Park on ~19 acre land parcel (the details of which are provided below) at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh (the "Project") through Public-Private Partnership (the "PPP") on joint venture (the "JV") basis, and has decided to carry out a process for selection of an entity to whom the Project may be awarded.
- 1.1.2 The project is structured in such a way that Private Sector Participation is anticipated for developing the land parcel. The project will be developed and established under pre-specified performance standards.
- 1.1.3 The present project is proposed to be implemented on PPP format. Under this format, the selected entity (the "Developer") shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project in partnership / joint venture with the Authority in accordance with the provisions of a shareholders' agreement (the "Shareholders' Agreement") to be entered into between the Developer and the Authority.
- 1.1.4 The Authority shall define minimum development obligations for the private sector, yet leave adequate flexibility for the Developer to build the project in response to market demand and hence optimize collective returns.
- 1.1.5 The Authority invites applications from interested parties for the purpose of assessing the interest among parties in the market and for qualification pursuant to this EOI (the "EOI Application")

## 1.2 Brief description of Selection Process

- 1.2.1 Selection of an entity for award of the Project will be on the basis of bidding process (the “Bidding Process”)The first step shall include evaluation of the Applicants to qualify interested parties/ consortia who make the Application in accordance with the provisions of this EOI (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Consortium) and second step shall refer to evaluation of Financial Proposals of the technically qualified Applicants.
- 1.2.2 The Authority reserves the right to invite financial bids only from those firms, who expressed their interest in response to this invitation and meet the eligibility criteria mentioned in this EOI.Or alternatively, call for fresh proposals comprising of technical and financial bids.
- 1.2.3 The Authority reserves the right to reject any or all EOI Applications received without assigning any reason thereof.
- 1.2.4 The Applicants would be required to furnish all the information specified in this EOI.
- 1.2.5 The EOI Document can be obtained from the website of the Authority ([www.apiic.in](http://www.apiic.in)) free of cost.
- 1.2.6 Applicants requiring any clarification on the EOI may notify the Authority in writing. Any queries or request for additional information concerning this EOI shall be submitted in writing by an e-mail to the officer designated in Clause 2.9.3. The Applicants should send in their queries on or before the date mentioned in Clause 1.3.The communications shall clearly bear the following identification/ title: *"Queries/ Request for Additional Information: EOI for Development, Operation & Maintenance of I-Space Business Park through Public-Private Partnership on Joint Venture Basis on ~19 acre land parcel at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh"*.
- 1.2.7 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. The Authority shall post the reply to all such queries on its Official Website ([www.apiic.in](http://www.apiic.in)) without identifying the source of queries. 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.
- 1.2.8 At any time prior to the deadline for submission of EOI Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI by the issuance of Addenda.
- 1.2.9 Any Addendum thus issued will be posted on Authority’s Official Website ([www.apiic.in](http://www.apiic.in)).

1.2.10 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the EOI Application Due Date.

### 1.3 Timetable and Milestones

S. No.	Milestones	Envisaged Schedule
1	Issuance of EOI Document	18.05.2023 (Wednesday)
2	Last date for receiving queries/clarifications. Applicants who are interested to participate in Pre-EOI Meeting should confirm the same by sending an email (Refer Clause 1.4.2) latest by	18:00 Hours on 26.05.2023 (Friday)
3	Pre-EOI Meeting with prospective Applicants through Video Conference (Refer Clause 1.4.2)	14:00 Hours on 31.05.2023 (Wednesday)
4	Publication of Authority's responses on queries on the Official website (www.apiic.in)	On or before 02.06.2023 (Friday)
5	Last date for submission of EOI Application (EOI Application Due Date)	18:00 hours on 20.06.2023 (Tuesday)



#### **1.4 Pre-EOI Conference**

- 1.4.1 A Pre-EOI conference of the interested parties shall be convened at the designated date, time and place.
- 1.4.2 Applicants who are interested to participate in Pre-EOI Conference should confirm the same by sending an email conformation to the email ID provided at Clause 1.5. The email confirmation shall be sent or before the date mentioned in Clause 1.3. Invitation to the meeting will be sent against the receipt of email conformation only. Pre-EoIConference will be conducted in Video Conference Mode only.
- 1.4.3 During the course of Pre-EOI conference, the Applicants 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.

#### **1.5 Enquiries & Clarifications**

Queries, if any, shall be addressed to:

**Shri YSRKVVVL Narasimha Rao, Chief Engineer (i/c) North**  
Andhra Pradesh Industrial Infrastructure Corporation Limited  
APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur – 522503  
Phone No.: +91-7675891199  
Email: chiefengineer3-ap@apiic.in

## **2. PROJECT INFORMATION AND CRITERIA FOR EVALUATION**

## **2.1 About Visakhapatnam**

- 2.1.1 Vizag or Visakhapatnam is the commercial and business hub of the state of Andhra Pradesh. It contributes to 14% of the state's GSDP, which is the highest amongst all the districts. Visakhapatnam along with the three neighboring districts of Srikakulam, Vizianagaram and East Godavari contribute to over 30% of state's GSDP. Visakhapatnam has an international airport and also has deep draft ports including that located in Gangavaram. A larger international airport along with an aerotropolis is planned for development at Bhogapuram near Visakhapatnam.
- 2.1.2 The State Government has initiated steps to develop Visakhapatnam as a mega city with good quality civic infrastructure facilities. The United States of America which was keen to develop Visakhapatnam as a smart city, had agreed to be the lead partner in this initiative and awarded a funding grant to support Visakhapatnam's urban renewal. Greater Visakhapatnam Smart City Corporation has been formed to undertake works related to the Smart City initiative.
- 2.1.3 A new Indian Institute of Management was started in Visakhapatnam and many more prestigious national and the international level institutions are expected to follow suite. Visakhapatnam as an industrial hub is home to thriving petrochemical complex and is base for a steel plant which gives fillip to metals and mining sector of the state. Visakhapatnam is also home to manufacturing and R&D facilities of various pharmaceutical majors. Tech Mahindra expanded its operations in Visakhapatnam, Wipro has been allotted land for setting up a Special Economic Zone and many other IT/ITeS companies have evinced interest in setting up operations in the city. Further, the district is the starting point of the Vizag Chennai Industrial Corridor and has been short-listed as a node.
- 2.1.4 The district is also endowed with scenic beaches and lies close to Araku Valley Hills and the Buddhist Circuit which offers significant tourism potential. As per the Andhra Pradesh Tourism Mission, Visakhapatnam district has 39 tourist spots which are the highest amongst all districts.
- 2.1.5 Demographic characteristics
- a. The total population of Visakhapatnam is 4.3 million with urban population of 2 million which is projected to grow by 50 % by 2031. Visakhapatnam's total urban population accounts for 47% of the State's total urban population and contributes 52.5 % towards total rural population of Andhra Pradesh.
  - b. The city of Visakhapatnam has an area of 534 sq. km, with the economy based on ports, industries & minerals. The city is also an education hub for three (3) districts. The city has a huge young population with 68% of the total being less than 40 years of age. The total city population is concentrated in 25% of the area i.e. 146 sq. km, with population density of 13,000 persons per sq.km in built-up area.

### 2.1.6 Connectivity

- a. **Road:** Visakhapatnam is well connected with roads which have a length of 6,598 km of which 112 km of National Highways run through the district connecting the important places within it.
- b. **Rail:** Visakhapatnam district is well connected with all the Indian metro destinations and is the headquarter of South Coast Railway Zone (SCoR).
- c. **Air:** Visakhapatnam airport is well connected with other parts of the country like New Delhi, Kolkata, Mumbai, Bhubaneswar, Chennai etc. International connectivity is limited but is increasing rapidly with more carriers starting international flights from the airport.
- d. **Visakhapatnam Port Trust:** Visakhapatnam has a natural harbor and it is one of the Major Ports in India. The Port handles imports & exports of heavy cargo and various commodities.

### 2.1.7 Tourism Infrastructure

Visakhapatnam is a place of importance for tourism and the important tourist places in the vicinity include Simhachalam, Kailashgiri, Vuda Park, Lumbini Park, Ramakrishna Mission, Ramakrishna Beach, Mudasarlova, Dolphins nose, Ross hill, Victory at Sea, Kali temple, Kurupam tomb, Submarian Museum, Visakha Museum, Yarada Beach, Mutyalammalem Beach, Rushikonda Beach, Thotlakonda, Bovikonda, Araku Valley, Borra caves etc.

### 2.1.8 Industrial Infrastructure

- a. **Visakhapatnam Special Economic Zone:** VSEZ, formerly known as VEPZ, was established in the year 1989 in a sprawling 360 acres of prime land, VSEZ offers state of the art infrastructure coupled with liberal package of incentives, concessions and support services. The export-friendly administrative set up ensures disposal of all approvals and clearances instantly. The facility consists of developed plots, industrial sheds/trading sheds and standard design factory complex.
- b. **Jawaharlal Nehru Pharma City:** The Pharma City has been developed by the Ramky Group spread across 2,400 acres in Parwada mandal, which is 20 km away from Visakhapatnam city and created for the promotion of bulk drugs, pharmaceuticals and chemical industries.
- c. **APSEZ:** APSEZ is multi-product SEZ developed over an area of 5,595 acres of land at Achutapuram and Rambilli mandals of Visakhapatnam District. It one of the most prominent SEZs in the state.

### 2.1.9 Commercial & Retail activity

Visakhapatnam has been gaining significance on the real estate front and has emerged as one of the key Tier II cities in India. The city is being recognized as an attractive destination for IT/ITES development. The industrial growth, promotion of the service sector by the government, investor interest seen in the past few years continues unabated and has triggered a strong demand for real estate across all sectors. There have been noticeable developments observed in the last 5 years with respect to the real estate developments in the city. The property prices have gone up by more than 20% since the formation of the state and are now showing a stable increase. Good quality of life, low cost of living and several planned infrastructure development projects are

amongst the important reasons attracting national and international corporate entities for directing their investments into the city. Many major projects in retail segment have become operational in the past 5 years.

With the promotion for establishment of IT companies by APIIC at IT &ITeS SEZ in Rishikonda& Madhurawada areas, prominent companies have taken up development of built to suit spaces. The other major commercial areas for office space in the City are Satyam Junction, Seethammadhara, Dwaraka Nagar, Daba Gardens, Siripuram, Dutt Islands, VIP road etc.

## **2.2 Project Site**

Project is envisaged to be developed at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh. The Project site has an area of **18.93 Acre** as per the maps/drawings furnished herewith.

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## 2.3 Project Highlights

### 2.3.1 Project Vision

To create an international business hub for multinational companies while attracting best in class companies in IT/ITeS and financial services sector to have their offices in the envisaged business park.

### 2.3.2 Possible Project Components

The Developer may establish/run/operate/provide following project components:

- Core components like IT/ITeS offices / commercial office space, business centre, etc
- Auxiliary or support components like meeting / conference spaces, business hotel/ serviced apartments, open air theatre, food & beverages facilities, adequate parking spaces, etc.

In addition to the above, the Developer may establish/run/operate/provide other amenities and services required for successful implementation of the project after prior approval of the Authority in writing.

### 2.3.3 Standards for development of the Project

The Developer shall ensure that the facilities shall conform, in all respects, to highest and latest standards of engineering, design and workmanship and be capable of performing in continuous operation in a manner acceptable to the Authority.

### 2.3.4

#### Project Implementation Structure

- Joint Venture (JV) Model wherein the Authority shall have 26% stake in the SPV created for implementation of the project. Balance 74% stake is to be taken by a Developer / JV partner.
- Selection of Developer / JV partner would be done through a fair, transparent and competitive Bidding Process.
- Bid Parameter for selection of Developer / JV partner - Highest value quoted towards land price. Out of the highest quoted bid amount, Rs 78 Cr

will be considered as the Authority's Equity (i.e. 26%) in the project and balance amount will be paid by the Developer / JV partner to the Authority.

- **Role of Authority**
- Transfer of land to SPV
- Facilitate procurement of external infrastructure like power, water and approach road upto the boundary of Project Site
- **Role of Developer / Selected Bidder**
- Creation of SPV with prescribed Initial Share capital
- Allotment of 26% shares to the Authority against certain proportion of the bid quoted & balance value of the bid to be paid to the Authority
- Prepare DPR including layout plans, building plans, elevation plans, construction schedule as per the project vision
- Mobilize funds for Project and achieve financial closure
- Procurement of all necessary approvals, sanctions, permits etc. required for Project implementation
- O&M of project safely and securely as per standards to provide required levels of service to its users
- Marketing, promotion and brand building
- Collection, appropriation and allocation of revenue, fees, user charges from the Project

## 2.4 Evaluation Parameters

2.4.1 For determining the eligibility of Applicants for their qualification/short-listing hereunder, the following shall apply:

- a. The Applicant for qualification/short-listing may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project. However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- b. An Applicant may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.4.5 below.
- c. An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, 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 an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.4.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or

otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Applicant is also a constituent of another Applicant; or
- iii. such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- iv. such Applicant has the same legal representative for purposes of this EOI Application as any other Applicant; or
- v. such Applicant, or any Associate thereof has a relationship with another Applicant, 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 others’ information about, or to influence the EOI Application of either or each other; or
- vi. such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
  - d. A Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this EOI. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
  - e. In case a Applicant is a Consortium, then the term Applicant as used in this Clause 2.4.1, shall include each Member of such Consortium.

2.4.2 To be eligible for qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall have undertaken the construction or development of Eligible Project(s). For the purpose of this EOI, “**Eligible Project**” would mean a completed real estate projects (including a township/housing project or commercial office building or shopping mall or retail spaces or business centre or hotel or convention facility or a mixed-use building / project). Further, an Eligible Project shall be a project that has been successfully completed within any of the past 10 (ten) financial years from 2013-14 to 2022-23 and shall have a project cost



(excluding land cost) of not less than **Rs 200 Crore (Rupees two hundred crores)**. The sum total of the project costs (excluding land cost) of all the Eligible Projects of an Applicant shall be more than **Rs 2000 Crores (Rupees two thousand crores only)** (the **“Threshold Technical Capability”**). Below enhancement factors shall be used for converting the project cost (excluding land cost) of Eligible Projects to a common base value:

<b>Year of completion of Eligible Project</b>	<b>Enhancement factor</b>
FY 2013-14	1. 9
FY 2014-15	• 8
FY 2015-16	• 7
FY 2016-17	• 6
FY 2017-18	• 5
FY 2018-19	• 4
FY 2019-20	• 3
FY 2020-21	• 2
FY 2021-22	• 1
FY 2022-23	• 0

(B) **Financial Capacity:** The Applicant shall have a minimum Net Worth (the **“Financial Capacity”**) of **Rs. 500 crore (Rupees five hundred crore)** at the close of financial year 2021-2022.

In case of a Consortium, the combined technical capability and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

2.4.3 The Applicants shall enclose with its EOI Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the project cost (excluding the land cost) in respect of the Eligible Projects specified in Clause 2.4.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (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

(ii) certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of financial year 2019-2020, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.4.3 (ii). For the purposes of this EOI, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.4.4 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the EOIA Application to commit the Applicant. 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.

2.4.5 Where the Selected Applicant is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”), to execute the Shareholders’ Agreement and implement the Project. The SPV shall mean a company to be set up for the purpose of implementing the Project, having as its shareholders among others, the Authority and the Selected Applicant under this Bidding Process. In case the Selected Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) subject to the provisions of clause (a) above, the EOIA Application should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) 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 EOIA Application 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 Applicant cannot at the same time be member of a Consortium applying for qualification and selection as a Developer for the Project. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for qualification and selection as a Developer for the Project;

(f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

(g) members of the Consortium shall submit a letter of acceptance in the form specified at Appendix-IV (the “**Letter of Acceptance**”), for the purpose of submitting theEOI Application.

2.4.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of EOI Application Due Date, would not be eligible to submit a EOI Application, either individually or as member of a Consortium.

2.4.7 AnApplicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate .

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

2.4.9 The following conditions shall be adhered to while submitting theEOI Application:

(a) Applicants should attach clearly marked and referenced continuationsheets in the event that the space provided in the prescribed forms in theAnnexes is insufficient. Alternatively, Applicants may format theprescribed forms making due provision for incorporation of the requestedinformation;

(b) information supplied by anApplicant (or other constituent Member if theApplicant is a Consortium) must apply to the Applicant or Member named in the EOIApplicationand not, unless specifically requested,to other associated companies or firms;

(c) in responding to the qualification/short-listing, Applicants shoulddemonstrate their capabilities in accordance with Clause2.4; and

(d) in case the Applicant is a Consortium, each Member should substantiallysatisfy the qualification requirements to the extent specified herein.

## **2.5 Number of EOI Applications and costs thereof**

- 2.5.1 No Applicant shall submit more than one EOI Application for the Project. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit another EOI Application either individually or as a member of any Consortium, as the case may be.
- 2.5.2 The Applicants shall be responsible for all of the costs associated with the preparation of their EOI Applications 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.

## **2.6 Site visit and verification of information**

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

## **2.7 Acknowledgement by Applicant**

- 2.7.1 It shall be deemed that by submitting the EOI Application, the Applicant has:
- (a) made a complete and careful examination of the EOI;
  - (b) received all relevant information requested from the Authority;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above;
  - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting a EOI Application;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI Document or ignorance of any of the matters referred to in Clause 2.6 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;

(f) acknowledged that it does not have a Conflict of Interest; and

(d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.2 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 the EOI or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to accept or reject any or all EOI Applications**

2.8.1 Notwithstanding anything contained in this EOI, the Authority reserves the right to accept or reject any EOI Application and to annul the Bidding Process and reject all EOI Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the EOI Applications, it may, in its discretion, invite all eligible Applicants to submit fresh EOI Applications hereunder.

2.8.2 The Authority reserves the right to reject any EOI Application if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the EOI Application.

If the Applicant is a Consortium, then the entire Consortium may be disqualified/rejected.

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

## **2.9 Preparation and Submission of EOI Application**

2.9.1 Language

The EOI Application 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 Applicant with the EOI Application may be in any other language provided that they are accompanied by translations of all the pertinent

passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the EOI Application, the English language translation shall prevail.

#### 2.9.2 Format and signing of EOI Application

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

#### 2.9.3 Submission of EOI Application

The Applicant shall submit the EOI Application in the format specified at Appendix-I to IV, together with the documents specified below, and submit the same through email to the email ID provided at Clause 1.5. The EOI Applications shall contain:

- (i) EOI Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the EOI Application as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Letter of Acceptance, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding 3 (three) financial years i.e. 2017-18, 2018-19 and 2019-20.

### 3. APPENDIX I: Letter Comprising the EOI Application

(Refer Clause 2.9.3)

Dated:

To,

**Vice Chairman & Managing Director**

Andhra Pradesh Industrial Infrastructure Corporation Limited  
APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur – 522503  
Andhra Pradesh

**Sub: EOI Application for Development, Operation & Maintenance of I-Space Business Park through Public-Private Partnership on Joint Venture Basis on ~19 acre land parcel at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh**

Dear Sir,

1. With reference to your EOI document dated ....., I/we, having examined the EOI Document and understood its contents, hereby submit my/our EOI Application for the aforesaid project. The EOI Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the EOI Application and the documents accompanying such EOI Application for qualification/short-listing of the Applicants and selection of the Developer 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 EOI Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as an Applicant for the development, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the EOI Application and qualification information.
5. I/ We acknowledge the right of the Authority to reject our EOI Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the EOI document, including any Addendum issued by the Authority.

(b) I/ We do not have any conflict of interest in accordance with Clauses 2.4.1 (c) and 2.4.1(d) of the EOI 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, in respect of any tender or request for EOI 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 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 EOI Application are true and correct as on the EOI Application Due Date and I/ we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any EOI that you may receive for the Project, without incurring any liability to the Applicants, in accordance with the EOI document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the EOI document and are/ is qualified to submit a EOI Application.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting EOI Application for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court 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.

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

13. I/ We further certify that no investigation by a regulatory



authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the EOI document, we shall intimate the Authority of the same immediately.
15. I/ We acknowledge and undertake that our Consortium on the basis of Technical Capacity and Financial Capacity of those of its members on whose strength Consortium would be qualified/short-listed shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the SPV.
16. I/ We understand that the Selected Applicants shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013, to execute the Shareholders' Agreement and implement the Project.
17. 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 qualification/short-listing of Applicants, selection of the Applicant, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I/ We have studied the EOI Document carefully and also surveyed the project site. We understand that 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 Project.
19. I/ We agree and understand that the EOI Application is subject to the provisions of the EOI Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our EOI Application is not opened or rejected.
20. I/ We agree and undertake to abide by all the terms and conditions of the EOI document.

{27. I/ We acknowledge that in the event of change in control of a Consortium Member whose Technical Capacity and/or Financial Capacity was taken into consideration for purpose of qualification/short-listing under and in accordance with the EOI, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium.}\$

{28. We agree and undertake to be jointly and severally liable for all the obligations of the Developer.}\$

In witness thereof, I/ we submit this EOIA application under and in accordance with the terms of the EOI document.

Yours faithfully,

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

Place: Name and seal of the Applicant/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

**3.1 ANNEX-I: Details of Applicant**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. 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 Applicant:
  - (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) Information regarding the role of each Member should be provided as per table below:

<b>S.No.</b>	<b>Name of Member</b>	<b>Role\$</b> [Refer Clause 2.4.5(d)]	<b>Percentage of equity in the Consortium</b> [Refer Clauses 2.4.5(a), (c) & (g)]
1			
2			
3			

(d) The following information shall also be provided for each Member of the Consortium:

**Name of Applicant/ member of Consortium:**

<b>No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1	Has the Applicant/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project.		
2	If the answer to 1 is yes, does the bar subsist as on the date of EOI Application Due Date.		
3	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

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

### 3.2 ANNEX-II: Technical Capacity of the Applicant<sup>@</sup>

(Refer to Clauses 2.4.2(A) of the EOI)

Applicant type #	Member Code*	Eligible Project Code**	Experience <sup>¥</sup>	
			Total Project Cost (Equivalent Rs. crore) <sup>\$\$</sup>	Date of Project Completion
(1)	(2)	(3)	(4)	(5)
Single entity Applicant		a		
		b		
		c		
		d		
Consortium Member 1		1a		
		1b		
		1c		
		1d		
Consortium Member 2		2a		
		2b		
		2c		
		2d		
Consortium Member 3		3a		
		3b		
		3c		
		3d		

<sup>@</sup> Provide details of only those projects that have been undertaken by the Applicant or Consortium Member, as the case may be, under its own name.

<sup>#</sup> Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored.

<sup>\*</sup> Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.

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

<sup>¥</sup> Construction experience shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the experience on an Eligible Project.

*\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 75(seventy five) to a US Dollar. 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 EOIA Application 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.*

**3.3 ANNEX-III: Financial Capacity of the Applicant***(Refer to Clauses 2.4.2(B) of the EOI)***(In Rs. crore<sup>\$\$</sup>)**

Applicant type <sup>\$</sup>	Member Code <sup>£</sup>	Net Cash Accrual <sup>s</sup>			Net Worth
		2017-18	2018-19	2019-20	2019-20
(1)	(2)	(3)	(4)	(5)	(6)
Single entity Applicant					
Consortium Member 1					
Consortium Member 2					
Consortium Member 3					
<b>TOTAL</b>					

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

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

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

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

**Instructions:**

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for preceding 3 (three) financial years i.e. 2017-18, 2018-19 and 2019-20. The financial statements shall:

- (a) reflect the financial situation of the Applicant or Consortium Members, as the case may be;
- (b) be audited by a statutory auditor;
- (c) be complete, including all notes to the financial statements; and
- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. In the case of a Consortium, Letter of Acceptance shall be submitted in accordance with Clause 2.4.5 (g) of the EOI document.
5. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.4.3 (ii) of the EOI document.



### 3.4 ANNEX-IV: Details of Eligible Projects

(Refer to Clauses 2.4.2 (A) and 2.4.3 (i) of the EOI)

**Project Code:**

**Member Code:**

Item	Particulars of the Project
(1)	(2)
Project Name	
Project Location	
Nature of the Project (Township/housing project or commercial office building or shopping mall or retail spaces or business centre or hotel or convention facility or a mixed-use building / project)	
Role of the Member in the Eligible Project (i.e. whether the Member has constructed or developed the project)	
Name of Entity for which the project was constructed (if applicable)	
Project Start Date	
Project Completion Date	
Total Project Cost (in Rs Cr)	

#### **Instructions:**

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.4.2 of the EOI. Information provided in this section is intended to serve as a back-up for information provided in the EOI. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant 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 Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.
5. 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.

6. The entity claiming experience for construction or development of Eligible Projects, should provide a certificate from its statutory auditor or its respective clients. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member may provide the requisite certification. Applicants are required to provide documentary evidence of their experience. In the absence of such proof, the Authority reserves the right not to consider the information provided by the Applicants for evaluation.

7. It may be noted that in the absence of any detail in the client or statutory auditor certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in assessment of Technical Capacity.

### **3.5 ANNEX-V: Business Proposal for the Proposed Project**

The Applicant is expected to submit a the Business Proposal on the following aspects of project development:

- Concept to develop and market the Project
- Proposed activity mix and components (SEZ and/or Non-SEZ)
- Proposed Built-up area
- Investment proposed in various phases - estimated project cost (broad costs) along with means of finance
- Implementation Timeline for various phases of the proposed project.
- Proposed Employment to be generated (Direct & Indirect) in various phases.
- Proposed revenue generation strategy and marketing plan to effectively generate return on the investment made for the project.
- Proposed Management and Technical Team

**4. APPENDIX II: Power of Attorney for signing of EOI Application**

*(Refer Clause 2.4.4)*

Know all men by these presents, We..... *(name of the firm and address of the registered office)* do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms *(name)*, ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our EOI Application for Development, Operation & Maintenance of I-Space Business Park through Public-Private Partnership on Joint Venture Basis on ~19 acre land parcel at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh envisaged by the Andhra Pradesh Industrial Infrastructure Corporation Limited (the “Authority”) including but not limited to signing and submission of all EOI Application and other documents and writings, participate in Pre-EOI and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our EOI Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our EOI Application for the said Project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**5. APPENDIX III: Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.4.4)*

Whereas the Andhra Pradesh Industrial Infrastructure Corporation Limited (“the Authority”) has invited EOI Application from interested parties for Development, Operation & Maintenance of I-Space Business Park on ~19 acre land parcel at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh (the “Project”) through Public-Private Partnership on Joint Venture Basis.

Whereas, ....., ....., and ..... (collectively the “Consortium”) being Members of the Consortium are interested in submitting EOIA Application for the Project in accordance with the terms and conditions of the EOI 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 EOIA Application for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s ..... 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 authorise M/s ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, 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 qualification/short-listing of the Consortium and submission of its EOIA Application for the Project, including but not limited to signing and submission of EOI Application and other documents and writings, participate in Applicants and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the EOIA Application 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 EOIA Application for the Project.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 ..... 2.....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



**6. APPENDIX IV: Letter of Acceptance (In case of a Consortium)**

*(Refer Clause 2.4.5)*

*(The Letter of Acceptance is to be submitted by each Member of the Consortium)*

Date:

Place:

To,

**Vice Chairman & Managing Director**

Andhra Pradesh Industrial Infrastructure Corporation Limited  
APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur – 522503  
Andhra Pradesh

Dear Sir,

**Sub: EOI Application for Development, Operation & Maintenance of I-Space Business Park through Public-Private Partnership on Joint Venture Basis on ~19 acre land parcel at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh**

This has reference to the EOI Application being submitted by \_\_\_\_\_ *(mention the name of the Lead Member of the Bidding Consortium)*, as Lead Member of the Bidding Consortium comprising \_\_\_\_\_, \_\_\_\_\_ *(mention name of the Consortium Members)* for **Selection of Developer for Development, Operation & Maintenance of I-Space Business Park through Public-Private Partnership on Joint Venture Basis on ~19 acre land parcel at Hill No. 3, Madhurawada, Visakhapatnam District, Andhra Pradesh** in response to the EOI Document dated \_\_\_\_\_ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

We hereby confirm the following:

1. We \_\_\_\_\_ *(name of the Consortium Member furnishing the Letter of Acceptance)*, have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
  - The EOI issued by the Authority;
  - All subsequent communications between the Authority and the Applicant, represented by \_\_\_\_\_ *(Mention name of the Lead Member)*.
  - The EOI Application being submitted by \_\_\_\_\_ *(name of the Lead Member)*
2. We have satisfied ourselves regarding our role (as specified in the EOI Document) in the Project. If the Consortium is awarded the Project, we shall perform our role as outlined in the EOI to the best of our abilities. We have examined the EOI in detail and the commitments made in the same.

We agree and undertake to abide by our EOI Application, and the commitments made therein.

3. We authorize \_\_\_\_\_ (*name of the Lead Member*), as the Lead Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the consortium in respect of this Project.
4. [Notwithstanding the above, we undertake that our equity stake in the Bidding Consortium shall not be less than 26% (twenty six percent) for the period as detailed in the EoI Document and shall not be less than that of any other Consortium Member in the Consortium for such period]φ

For and on behalf of :

Signature :

(Authorized Signatory of respective Consortium Member)

Name of the Person :

Designation :

Company Seal :

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\$ In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this EOI.

\$ All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant

\$ Omit if the Applicant is not a Consortium

\$ The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV of Appendix-I.

φ To be inserted only in the Acceptance Letter to be submitted by Lead Member of the Bidding Consortium