

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION
LIMITED**

(A Govt. of Andhra Pradesh Undertaking)



Volume 1

Request for Proposal

Name of Work: Selection of Developer for Strengthening, Upgradation, Augmentation, Establishment, Operation and Maintenance of Industrial Infrastructure on DBFOT basis for APSEZ Atchutapuram Industrial Area developed by APIIC, Anakapalli District, Andhra Pradesh

October 2023

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LTD
9TH FLOOR, APIIC TOWERS, PLOT NO-1, IT PARK, MANGALAGIRI,
GUNTUR DISTRICT, ANDHRA PRADESH - 522503
Email: chiefengineer3-ap@apiic.in**

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1. DISCLAIMER

The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of APIIC or any of its employees or advisers, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by APIIC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by APIIC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for APIIC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which 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. APIIC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

APIIC also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever arising from reliance of any Bidder upon the statements contained in this RFP. APIIC may in its absolute discretion, but without being under any obligation to do so, update, amend or

supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that APIIC is bound to select a Bidder or to appoint the Selected Bidder for the Project and APIIC 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 APIIC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APIIC 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.

2. LIST OF ABBREVIATIONS

APIIC	Andhra Pradesh Industrial Infrastructure Corporation Limited
GoAP	Government of Andhra Pradesh
LoA	Letter of Award
O&M	Operation and Maintenance
ORS	Outright Sale
PDP	Project Development Report
RFP	Request for Proposal
SPV	Special Purpose Vehicle
SQM	Square Meter

3. DEFINITIONS

3.1. BID

The Proposals submitted by the prospective Bidders in response to this Request for Proposal issued by APIIC.

3.2. BIDDER

Bidding Entity as defined below.

3.3. BIDDING ENTITY

If the bid for the Project is made by a single entity (Individual/ Proprietorship/ Partnership/ Firm/ Company), it shall be referred to as a Bidding Entity.

3.4. COMMENCEMENT DATE

Commencement Date means the date of signing of the Agreement or the date of handing over of the Project Site, whichever is later.

3.5. CRITICAL CLEARANCES

All such clearances, licenses and permits, the obtaining of which are necessary for the Upgradation, Operation and Maintenance of Infrastructural facilities of the Projects.

3.6. DEVELOPER

Developer shall mean the corporate entity to be floated by the Selected Bidder under the Indian Companies Act 2013, to serve as the Special Purpose Vehicle for the execution of the Project. The Agreements will be executed by APIIC with the Developer.

3.7. INDUSTRIAL PARK

S. No	Description	Area in Acres
1	APSEZ Atchutapuram	5595.47

3.8. PROJECT

The Project shall be as identified by APIIC and mentioned in Annexure – 1 of this RFP. The Operation and Maintenance of the Projects shall be developed as per the conditions laid out in this RFP. The Project is to be developed as per the terms of this RFP and all items contracted to be created as per the Concession Agreement to be signed with the Selected Bidder.

3.9. PROJECT TENURE

Project Tenure is the time in years of the Concession Period for the Operation and Maintenance of the allotted Industrial Park/Estate on Design Build, Finance, operate (DBFOT) Model and as per the provisions of the Agreement to be entered between APIIC and the Developer. The same shall be for a period of 33 years from Appointed Date post which the land and whatever structure is built over the land shall be returned back to APIIC on 'as is where is' basis.

3.10. REQUEST FOR PROPOSAL

The document, issued to the prospective Bidders, asking for their Proposals.

3.11. RUPEES (Rs.)

The official currency of the Republic of India.

3.12. SELECTED BIDDER/ PREFERRED BIDDER

The Bidder finally selected to develop the Project.

3.13. SELECTION COMMITTEE

The Selection Committee shall comprise of officers chosen by the Government of Andhra Pradesh to oversee the entire Bidding Process and exercise its discretion in recommendation of the Selected Bidders through the RFP Process in a fair and transparent manner.

4. BACKGROUND AND OBJECTIVE:

GoAP is spearheading the development of industrial infrastructure in AP and have delivered iconic industrial parks & townships on more than 32,000 acres of land, which houses thousands of units providing direct employment to lacs of people. Many of its industrial areas, which were planned and established earlier i.e., almost 20 to 30 years back are now lacking basic infrastructure and are unable to cater to the modern demands of quality infrastructure facilities. They have adverse impact on operational efficiency and safety and also the real estate potential of the estate. Aged Infrastructure facilities may have adversely impact on operational efficiency and safety foreign investment and Image of the estate. GoAP has realised the requirement and now exploring various options to upgrade Industrial infrastructure services in APSEZ Atchutapuram using innovative PPP models. This RFP covers concept of such upgradation requirement and various modes of implementation in the present scope.

SI No	Description	Area in Acres
1	APSEZ Atchutapuram	5,595.47

4.1. VISION & INTENT OF THE PROJECT: Following is the Vision of this Project:

“To Develop, Operate and Maintain World Class Industrial Park that would enable Industries achieve better efficiency and Productivity paving the way for migration of Global Hi-tech Industries to Andhra Pradesh.”

4.2. FOLLOWING IS THE INTENT OF UNDERTAKING THIS PROJECT:

- a) Sustaining and upgrading industrial developments in the State of Andhra Pradesh
- b) The intent of this scheme to assess the gap more specifically, the Industrial Infrastructure gaps which in turn shall provide us with input to formulate the capex statements and subsequently to financial feasibility, with respect to upgradation of the concerned industrial cluster.

4.3. BROAD METHODOLOGY OF THE PROJECT:

Following is the broad Methodology of the Project:

4.3.1. ASSESSMENT OF THE EXISTING INFRASTRUCTURE IN APSEZ ATCHUTAPURAM INDUSTRIAL AREA:

Existing infrastructure is classified into

- a) Civil Infrastructure
- b) Environmental Infrastructure and

a) CIVIL INFRASTRUCTURE:

- i. Electrical Infrastructure including HT (33KV / 11KV as the case may be) underground distribution System, Receiving and Substations, External Illumination & Telecommunication Data Networks conduiting including Area Lighting works.
- ii. Road and Transportation Infrastructure including existing Road infrastructure, Civil structures including Minor Bridges and Culverts, Weigh Bridges, Truck Terminals, Parking areas, Logistics Parks,
- iii. Water Supply Infrastructure including Potable Water Supply Network, Clear water Sump and Pump House, Overhead Tank (OHT), Pumping Mains and gravity mains and the distribution network for potable, non-potable, including valves, valve chambers.
- iv. Effluent Collection System

b) ENVIRONMENTAL INFRASTRUCTURE:

- i. Water and Wastewater Management system including Treatment,

Recycling and Reuse of Treated water.

- ii. Liquid Waste Management: Effluent Treatment and safe disposal, environmental monitoring, Solid Waste and hazardous waste management facilities, pollution control services, improvement of green cover, etc., complete.

4.3.2. IDENTIFICATION OF INFRASTRUCTURE SCOPE

Infrastructure Scope Includes:

A. Common Effluent Treatment Plant (CETP): depend on module

- Upgradation of Existing CETP capacity of 825 KLD (450 KL HTDS, 375 KL LTDS) to 2000 KLD capacity i.e., 1125 KL HTDS and 875 KL LTDS)
- Establishment of new 5.0 MLD CETP i.e., 2.0 MLD HTDS and 3.0 MLD LTDS
- Recycling of CETP treated water of at least 50%.
- APIIC to advise the industries for buyback of recycled water to the extent possible
- Conveyance of recycled water network
- Conveyance system of LTDS and HTDS
- Online monitoring system

B. Water Treatment Plant (WTP):

- Establishment of Water treatment plant of 10 MLD capacity etc.
- Pipeline from WTP shall be connected to existing conveyance system.

C. Solid Waste Management:

Any solid waste including hazardous waste generated from the AP SEZ Industrial area shall be scientifically treated at common solid waste management facility.

4.3.3. PROJECT PROCUREMENT STRATEGY

Preparation of Project Development Plan which includes Financial Feasibility, Project Viability, Business & Financial Models, Procurement Strategy, Phasing Strategy.

4.4. PROPOSED STRUCTURE OF THE PROJECT:

- a) The project is structured on DBFOT (Design, Build, Finance & Operate and Transfer) basis, where Developer will invest the Capex and recover investment through user charges.
- b) A User pay Model will be implemented for various services including: water treatment, wastewater treatment & disposal, Solid waste management
- c) The Project shall be developed in various phases depending on the actual

requirement to meet international standards. IALA to act as a Nodal Agency to monitor the above. In addition to User Fee, the Project may also be supported through VGF or through Government of India or Government of Andhra Pradesh grants as may be prevalent from time to time.

- d) Developer to buy back Member Industries share of AETL as per Average Valuation to be done by a minimum two approved valuers.

4.5. SOURCES OF REVENUE: The Sources of Revenue envisaged for the Developer are as follows:

- a) Collection of User charges for Park maintenance to enable provision of utility services like water treatment, Effluent treatment, Solid Waste Management etc.
- b) Any subsidy or grant available under any scheme from Government of India or the State Government

4.6. METHOD OF SELECTION: The Method following for shortlisting the Developer shall be as follows:

- a) Establishing the Technical Ability;
- b) Establishing the Financial Ability;
- c) Proposed Business Plan for achieving financial closure and successfully implementing the Project.

4.7. RESPONSIBILITIES OF THE SELECTED BIDDER The Selected Bidder shall be entirely responsible for:

- a) Payment of Performance Security to APIIC (as detailed in FORM 10 of this RFP) at the time of entering into Concession Agreement.
- b) Submission of Project Development Plan (PDP) within 90 days (extendable up to 120 days in case of any hardship) days from the date of issuance of Letter of Award (LoA) by APIIC. The PDP shall cover details including, but not limited to detailed gap assessment of existing support infrastructure, identification of components of each category of infrastructure requiring repair / replacement / refurbishment/ Augmentation/ Establishment requirement based on accepted International Standards and improvement requirements and also the fund requirements, International Bench Marking studies to provide the cutting edge to the Industrial Estates going forward based on present and future requirements established based on the Case Studies and Stake Holder consultations and shall form the basis for preparing the long term Action Plan for Upgradation, Operation and Maintenance Programme etc.

APIIC shall reserve the right to solicit any clarifications/ modifications to the PDP and suggest modifications to the technical specifications of the Project. APIIC shall examine the PDP in order to verify whether the PDP adheres to the general guidelines (as specified in the RFP) for development of the Project and specific approval for the Upgradation, Operation and Maintenance Programme needs to be obtained from the concerned authorities.

- c) Mobilizing funds for the Project and achievement of financial closure within 6 (six) months from the Commencement Date;
- d) Procurement of all necessary approvals, sanctions, permits etc. as and when required for implementing the Project;
- e) Start Operation and Maintenance Programme within 3 (three) months from the Commencement Date;
- f) It is clarified that the Developer is expected to undertake development at least to the extent as per the Gap Assessment.
- g) Implementation of the Project as per specifications given in the RFP & subsequently in the Agreement;
- h) Operation and maintenance of the Project safely and securely as per the standards to provide the required levels of service to its users;
- i) The upkeep of safety and quality standards for all infrastructure facilities of the Project;
- j) Collection, appropriation and allocation of revenue, fees, charges from the users of the Project;
- k) Payment of all dues under the Agreement to APIIC.

The Selected Bidder may sub-contract/ franchise-out functions of operations/ maintenance / management of the Project with such agencies as it may consider competent and fit. However, the Developer would always be responsible for discharging all its obligations under the Agreement without any reference to any other party operating in the premises and all such subcontracts/ franchise shall be dependent of and co-terminus with the agreement.

4.8. ROLE OF APIIC

- a) Allotment, transfer of designated land to build the Common Effluent Treatment Plant and Water Treatment Plant at the designated location chosen by APIIC in Atchutapuram Industrial Estate on lease basis for a 33 year period as per the lease rental fixed by the Price Fixation and Infrastructure Committee of APIIC to the Selected Bidder on “as is where is basis”, in accordance with the terms and conditions of the Agreement provided as per Volume – 2, “Concession Agreement” of this RFP, provided that the Concessionaire shall have given a bank guarantee/FDR to the APIIC as Bid Security / Performance Security in accordance with the terms hereof.

- b) Provide reasonable support and assistance to the Selected Bidder in procuring Applicable Permits required from any Government Instrumentality for implementation, operation, and maintenance of the Project
- c) Provide reasonable assistance to the Selected Bidder in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Selected Bidder than those generally available to commercial customers receiving substantially equivalent services. Developing Industrial infrastructure facilities up to battery limits

4.9. CONDITIONS PRECEDENT FOR EXECUTING CONCESSION AGREEMENT:

- a) APIIC and the Selected Bidder shall enter a 'Concession Agreement' stipulating the terms and conditions for the lease of land on which the CETP shall be developed as per the specifications for effluent treatment determined by APIIC as provided in Volume - 2, within 30 (thirty) days from the fulfilment of the below condition:
 - b) Submitting a notarized affidavit to APIIC that it shall willingly handover the land to APIIC, if it is not able to commence the Operation and Management Programme as per its Technical Proposal within 2 years from the date of handover of Industrial Area / Estate and all infrastructure.

4.10. CONFORMITY TO STANDARDS

The Selected Bidder shall conform and comply with all relevant laws, rules and regulations including the following:

- a) Project proposals as approved by Competent Authority.
- b) Statutory guidelines issued by Central / State / Local Authority (ies) for Industrial land use.
- c) Environmental Standards and Pollution Control Norms as laid down by the Central / State Pollution Control Board.
- d) Standards / Restrictions as laid down by the relevant Central / State / Local Authority (ies) for proper treatment and discharge of solid and liquid waste.
- e) Energy efficient techniques to be utilized in the building design and operation. Net Zero concept to be explored.
- f) Existing local development controls, under law for the time being in force, shall be binding if they are more limiting than the Project Specifications.

4.11. APPROVALS AND SUPPORT OF APIIC TO THE PROJECT

It shall be the responsibility of the Bidder to secure all necessary approvals, sanctions, permits etc. from the concerned authorities for development, operation, and maintenance of the project at their cost and expense and APIIC and Government of Andhra Pradesh (GoAP) will provide reasonable assistance to the Selected Bidder in obtaining clearances and approvals.

4.12. COMMITMENT TO A FAIR AND TRANSPARENT PROCESS

APIIC is keen to ensure that the process leading to the selection of the Bidder is fair and transparent.

5. DESCRIPTION OF THE SELECTION PROCESS

5.1. SELECTION PROCESS

The submission of Bids by interested parties in response to the Request for Proposal is based on a two-cover system as indicated below:

Cover 1: TECHNICAL PROPOSAL

Cover 2: FINANCIAL PROPOSAL

The Bids received would be subject to a responsiveness check followed by a step wise evaluation procedure as described below.

5.2. RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "non-responsive" if it does not satisfy any of the following conditions:

- a) It is not received within the time and date specified.
- b) It does not include sufficient information for evaluation and/or is not in the formats specified or incomplete in any respect.
- c) It is not signed and/or sealed in the manner and to the extent indicated in Section 6 of this RFP.
- d) It is not accompanied by the requisite Bid Processing Fee and/or the valid Bid Security. Following is the process of Evaluation of Responsive Bids.

5.3. EVALUATION OF TECHNICAL PROPOSAL

The Evaluation Criteria for the Technical Proposal and the information to be submitted are detailed in Section 7 of this RFP. The contents of the Technical Proposal shall be first examined towards meeting the key requirements from the Bidder i.e.: -

- a) Any individual / public entity /private entity / not-for-profit organization / or any combination of the above shall be considered as a Bidder who can submit Technical Proposal in response to the RFP. The entity has to necessarily submit its Certificate of Incorporation and GST number as a proof of corporate structure
- b) Net worth of at least ₹150 crore.
- c) Average Annual Turnover of ₹500 crores in past three Financial Years (2020-21, 2021-22 and 2022-23) as per Audited Annual Accounts.
- d) Technical Eligibility of Associate would also be eligible here under.

For purposes of this RFP, Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder (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.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

- e) All the Bidders who satisfy the above-mentioned criteria, will be termed as a ‘Qualified Bidder’ and the bids submitted by the Qualified Bidders shall be shortlisted for scoring against the following parameters:

Technical Eligibility Parameters	Total Marks - 100	For each project submitted to be counted as a valid submission
A. Experience in Development of Industrial Parks / Townships in last 15 Years	Max. Marks - 50	
<p>Experience in Development of Industrial Parks / Townships developed in at least 250 acres including civil and environmental infrastructure and the industrial park shall be mandatorily having the following facilities:</p> <ul style="list-style-type: none"> • Atleast 10 MLD capacity CETP/ETP (Any technology) • Atleast 20 MLD capacity Water Treatment Plant (WTP) • Atleast 2 TPH capacity hazardous / municipal solid waste treatment or landfill facility <p>For avoidance of doubt, Development Experience shall mean both PPP and EPC experience.</p>	10 Marks	<p>To be certified by the Statutory Auditor of the Bidder on its letter head with clearly mentioned UDIN Number that the Bidder has spent funds towards the development of the industrial park township with the Bidder having a minimum 50% stake in the company which has spent the funds on development and a copy of valid registered Sale Deed / Lease Deed for at least 250 acres of land in the name of the Bidder shall also be submitted with the Proposal.</p> <p>For claiming experience by the Bidder for atleast 10 MLD CETP, 20 MLD WTP and 2 TPH hazardous / municipal solid waste treatment facility, the Bidder need to submit any document issued by a Govt, Authority certifying the installation of the above said three facilities as part of its Technical Proposal</p>
For every additional area of 250 acres including civil and	10 Marks	

Technical Eligibility Parameters	Total Marks - 100	For each project submitted to be counted as a valid submission
environmental infrastructure		
B. Experience in Operation and Maintenance Pertaining to Industrial Parks / Townships for a period of at least 1 year in last 15 Years	Max. Marks - 50	
<p>Experience in Operation and Maintenance of Industrial Parks / Townships at least 250 acres including civil, environmental infrastructure and the industrial park shall be mandatorily having the following facilities:</p> <ul style="list-style-type: none"> • Atleast 10 MLD capacity CETP/ETP (Any technology) • Atleast 20 MLD capacity Water Treatment Plant(WTP) • Atleast 2 TPH capacity hazardous / municipal solid waste treatment or landfill facility <p>For avoidance of doubt, Development Experience shall mean both PPP and EPC experience.</p>	10 Marks	<p>To be certified by the Statutory Auditor of the Bidder on its letter head with clearly mentioned UDIN Number that the Bidder has received funds from industrial plot owners / unit holders for the operation and maintenance of the industrial park / township which has an extent of more than 250 acres with the Bidder having a minimum 50% stake in the company which has received the funds.</p> <p>For claiming experience by the Bidder for atleast 10 MLD CETP, 20 MLD WTP and 2 TPH hazardous / municipal solid waste treatment facility, the Bidder need to submit any document issued by a Govt, Authority certifying the installation of the above said three facilities as part of its Technical Proposal</p>
For every additional area of 250 acres including civil and environmental infrastructure	10 Marks	

Financial Eligibility Parameters	Total Marks - 100
A. NET WORTH	Max. Marks - 50
Minimum Net Worth ₹150 crores at the close of financial year 2022-23	10 Marks
For every additional Net Worth of ₹150 crores	5 Marks
B. ANNUAL TURNOVER	Max. Marks - 50
Average Annual Turnover of ₹500 crores in past three Financial Years (2020-21, 2021-22 and 2022-23) as per Audited Annual Accounts	10 Marks

Financial Eligibility Parameters**Total Marks – 100**

For every additional turnover of ₹100 crores

5 Marks

Note:

- i. Bidders achieving 80% of Marks in Technical and Financial Eligibility Parameters shall only be invited for giving Presentation.
- ii. The Financial Proposal of only those Bidders who secure minimum 80% Marks in Technical and Financial Eligibility Parameters mentioned in the Clause 5.3 (e) of this RFP shall be opened.

f) Final Selection and Award:

The selection of the Successful Bidder shall be done based on the evaluation of the quotation received vide Volume III – FINANCIAL PROPOSAL i.e., whomsoever quotes the least "Total Average Tariff" as per the format defined in the Volume III of this RFP and satisfies the conditions mentioned in the Clause 5.3 (g) and 5.3 (h) below shall be called as the 'Selected Bidder'. If any of the conditions stated in Clause 5.3 (f), (g) or (h) mentioned in this RFP is not accepted by the Bidders whose "Total Average Tariff" is the lowest then both the Technical Proposal and Financial Proposal of such Bidder shall be outrightly rejected by APIIC

- g) In case there are only two or less than two bidders who qualify for opening of their Financial Proposal - III as per the criteria mentioned in the Clause 5.3 of the RFP and on opening of the Financial Proposal if the Bidder who has quoted the lowest "Total Average Tariff" is still higher than the "Total Average Tariff" acceptable to APIIC, then the APIIC shall have the right to negotiate with such Bidder for further lowering of the "Total Average Tariff" at a price level that is acceptable to APIIC. In case a consensus is not reached between the APIIC and the Selected Bidder on the "Total Average Tariff" then APIIC will have the right to annul the entire bidding process and the Bidders whose Financial Proposal have been opened shall cease to have the right to challenge/litigate the decision of APIIC in any Court of Law under the Jurisdiction of the courts of Andhra Pradesh or anywhere else in India
- h) The Bidder shall accept to purchase 26% equity in the company i.e., Atchutapuram Effluent Treatment Limited either by way of further issue of shares or transfer of existing shares of industry members / APIIC or both as per Average Valuation of the shares to be done by a minimum two approved valuers selected for the purpose by APIIC.

5.4. TIMETABLE AND MILESTONES

S. No.	Milestones	Envisaged Schedule
1.	Issuance of RFP	
2.	Last date for receiving queries / clarifications.	
3.	Date of releasing clarifications.	
4.	Proposal Due Date - Last date for submission of Proposals/Bids	15:00 hours on
5.	Opening of Sealed Envelope	15:30 hours on

APIIC will adhere to the above schedule to the extent possible. APIIC, however, reserve the right to modify the same. Intimation to this effect will be posted on the Official Website (http://www.apiic.in/downloads_tenders.html) for the benefit of all Bidders.

6. PROCEDURES TO BE FOLLOWED

6.1. REPLIES TO CLARIFICATIONS

APIIC will post the reply to all such queries on the Official Website (specified in Section 5.4) without identifying the source of queries. APIIC reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging APIIC to respond to any question or to provide any clarification.

Bidders are advised that their Bids be completely devoid of any conditions, whatsoever. Conditions, if any, may be addressed in writing before Proposal Due Date mentioned in Section 5.4 of this RFP. In respect of conditions received, the following shall apply:

- a) APIIC reserves the right not to consider any condition that in the sole discretion of APIIC, if found unacceptable.

At any time prior to the deadline for submission of Bids, APIIC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum/ Amendment and posting it on the Official Website (specified in Section 5.4 of this RFP). Any of the Addendum / Amendment / Corrigenda / Corrigendum issued by APIIC after the issuance of the RFP and till the time limit of submission of Bids shall be deemed to form and be read and construed as integral part of this RFP.

6.2. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, shall be addressed to:

THE CHIEF ENGINEER,
ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION
LIMITED,

9th Floor, APIIC TOWERS, PLOT NO-1, IT PARK, MANGALAGIRI,
GUNTUR District, Andhra Pradesh - 522503
Email: chiefengineer3-ap@apiic.in

6.3. SITE VISIT AND SURVEY

Bidders may prior to submitting their Bid for the Project, visit and inspect the site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and any other information necessary for preparing their Bids including, inter alia, the actual nature and conditions at the site, availability of materials, stores, labour, probable sites for labour camps, etc. and the extent of lead and lift required for the execution of the work over the entire duration of the construction period, after taking into account the local conditions, traffic restrictions, obstructions in work, if any, etc.

For the above purpose, APIIC will endorse prospective Bidders' request for permission for a site visit. APIIC may depute a representative to accompany the Bidder. The Bidders shall be responsible for all arrangements and shall release and indemnify APIIC and/or its agents from and against all liability in respect thereof and shall be responsible for any personal injury, loss of or damage to property or any other loss, damage, costs, or expenses, however caused, which, but for the exercise of such permission, would not have arisen.

The Bidders shall be deemed to have full knowledge of the site, whether physically inspected or not.

6.4. SUBMISSION OF THE BID

6.4.1. Cover 1: Technical Proposal

The information to be submitted by the Bidders in its Proposal is described in Section 7 of this RFP.

The Bidder shall place one (1) original + one (1) copy of its Proposal in a sealed envelope, which shall be inscribed as under:

6.4.2. "COVER 1 – TECHNICAL PROPOSAL" AND "COVER 2 – FINANCIAL PROPOSAL"

Submitted by:_____ . (Name of Bidder)"

6.4.3. SUBMISSION OF THE BID

Both the Technical Proposal and Financial Proposal needs to be sealed separately. The Financial Proposal shall not be opened until the evaluation of the Technical Proposal is completed. The cover of the Bid organized as above, shall be placed in a sealed outer envelope with the following inscription:

"Selection of Developer for Strengthening, Upgradation, Augmentation, Establishment, Operation and Maintenance of Industrial Infrastructure on DBFOT basis for APSEZ Atchutapuram Industrial Area developed by APIIC, Anakapalli District, Andhra Pradesh"

Name of the Bidder: _____

The cover should be addressed to:

THE CHIEF ENGINEER,
ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION
LIMITED,
9th Floor, APIIC TOWERS, PLOT NO-1, IT PARK, MANGALAGIRI,
GUNTUR District, Andhra Pradesh - 522503
Email: chiefengineer2-ap@apiic.in

The envelope shall bear on top, the following:

“Do not open, except in presence of the Authorized Person of APIIC”

6.5. INITIALLING OF THE BIDS

Each page of the Bid along with this RFP, Concession Agreement and any Addendum / Corrigendum issued prior to the Proposal Due Date should be initialled by the Authorized Representative and Signatory of the Bidding Entity/ Bidding Consortium.

6.6. INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

- a) Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this Request for Proposal or those that do not contain the Covering Letter or Letters of Acceptance as per the specified formats may be considered non-responsive and may be liable for rejection.
- b) Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
- c) All communications and information should be provided in writing and in English language only.
- d) The metric system shall be followed for all units of measurement.
- e) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- f) No change in or supplementary information to a Bid shall be accepted once submitted. However, APIIC reserves the right to seek additional information from the Bidders, if found necessary during evaluation of the Bid. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by APIIC, the Bid would be evaluated solely based on the available information.
- g) The Bids shall be evaluated as per the criteria specified in this RFP. However,

within the broad framework of the evaluation parameters as stated in the Request for Proposal, APIIC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all the Bidders.

- h) The Bidder should designate one person ("**Authorized Representative and Signatory**") authorized to represent the Bidder in its dealings with APIIC. The "**Authorized Representative and Signatory**" shall hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
- i) The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
- j) APIIC reserves the right to vet and verify any or all information submitted by the Bidder.
- k) If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by APIIC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of APIIC and if APIIC is adequately satisfied.
- l) The Selected Bidder would be required to form a Special Purpose Vehicle of the nature of the 'Developer' as was defined in the Section 3.6 of this RFP for the implementation and operations of the project.
- m) The Bidder shall be responsible for all the costs associated with the preparation of the Bid. APIIC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- n) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified, if:
 - a constituent of such Bidder is also a constituent of another Bidder; or
 - such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other;

6.7. FRAUD AND CORRUPT PRACTICES

- a) 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 Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, 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 disqualify the Bidder or terminate the Contract, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

- b) Without prejudice to the rights of the Authority under Clause 6.7a, hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, 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 Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or BID issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, 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.
- c) For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. "Corrupt practice" means (l) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions or any person connected with the Bidding Process (for a 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 Agreement or arising there from, before or after the execution there of, 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 engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract 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;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

- iii. "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:
- iv. "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
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6.8. VALIDITY OF TERMS OF THE BID

Each Bid shall indicate that it is a firm and irrevocable offer and shall remain valid and open for a period of not less than 6 (six) months from the last date for submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. However, APIIC may solicit the Bidder's consent for extension of the period of validity. Requests for additional Information or for extension of validity are procedural and do not indicate qualification of the Bidder in the process. The Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting APIIC's request for extension of validity shall not be permitted to modify his Bid in any other respect.

6.9. FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.9.1. Bid Processing Fee

- a) Bidders are requested to pay a non-refundable Bid Processing Fee for an amount specified in the Annexure-2 of this RFP. This will be paid in the form of a Demand Draft Payable to APIIC and must accompany Cover 1. Bids that are not accompanied by the above bid-processing fee shall be rejected by APIIC as non-responsive.

6.9.2. Bid Security

- a) Bidders are required to submit a Bid Security for an amount specified in Annexure 2 of this RFP valid for 6 months from the last date for submission of the Bid and shall accompany Cover 1. The Bid Security shall be in the form of a Bank Guarantee from any Scheduled Bank. In case of Foreign Bidders, the Bank Guarantee shall have to be from the corresponding local branch of the Foreign Bank. The form of the Bank Guarantee shall be as per the Format indicated in FORM 9: BANK GUARANTEE FOR BID SECURITY.

- b) Bids, which are not accompanied by the above bid security, shall be rejected by APIIC as non- responsive.
- c) The Bid Security of the unsuccessful Bidders can cease to be in force after 30 (thirty) days following the announcement of award of the Project to the Selected Bidder and the issuance of the Letter of Award.
- d) The Bid Security of the Selected Bidder shall be returned after submission of Performance security on award of Project.

7. TECHNICAL PROPOSAL EVALUATION

7.1. THE OBJECTIVE OF THE TECHNICAL EVALUATION

The objective of the technical evaluation is to check whether the Bidder:

- a) Committed to operationalize this Industrial Estate developed by APIIC in Andhra Pradesh.
- b) If any Bidder fails to satisfy above-mentioned criteria, then it shall be disqualified. All the Bidders who shall meet the above stated criteria shall be shortlisted for scoring to identify the Selected Bidder

7.2. ELIGIBILITY CRITERIA

7.2.1. Entities Eligible to bid for the project

The following entities would be eligible to bid for the project.

- a) Private Limited Company
- However, the conditions prescribed in this RFP apply to the Bidding Entity.

7.3. TECHNICAL & FINANCIAL PROPOSAL: INFORMATION FORMATS

7.3.1. INFORMATION TO BE SUBMITTED FOR TECHNICAL PROPOSAL WITH THE BID:

- i. Bid Processing Fee for an amount specified in the Annexure-2 of this RFP;
- ii. Letter of Proposal as per the format given in FORM 1;
- iii. Particulars of the Bidder given in FORM 2;
- iv. Power of Attorney for Authorized Representative given in FORM 3;
- v. Financial Capacity of the Bidder given in FORM 4;
- vi. Abstract of Eligible Assignments (Experience in development of Industrial parks / Townships in PPP Mode) of the Bidder given in FORM 5;
- vii. Eligible Assignments (Experience in development of Industrial parks / Townships in PPP Mode) of Bidder given in FORM 6;
- viii. Abstract of Eligible Assignments (Experience in Operation and Maintenance to pertaining to Industrial parks / Townships) of Bidder given in Form 7;
- ix. Eligible Assignments (Experience in Operation and Maintenance to

pertaining to Industrial parks / Townships) of Bidder (O&M) given in FORM 8;

- x. Bank Guarantee for Bid Security given in FORM 9;
- xi. Bank Guarantee for Performance Security given in FORM 10;

7.3.2. INFORMATION TO BE SUBMITTED FOR FINANCIAL PROPOSAL WITH THE BID:

- i. Financial Proposal as given in Volume 3.

7.3.3. TECHNICAL PROPOSAL: EVALUATION CRITERIA

7.3.4. The objective of the Technical Proposal is to ascertain the profile of the Bidder and to assess the plan of the Bidder for execution of proposed project which can be evaluated based on the criteria outlined in Section 5.3 of this RFP.

7.4. EVALUATION PROCESS

In evaluating the Technical Proposal, APIIC reserves the right to seek clarifications from the Bidders. The Bidders shall be required to furnish such clarifications.

Further to the evaluation, if in APIIC's opinion, the Technical Proposal is materially deficient or inconsistent in any aspect; the Bid shall be declared non-Responsive and shall not be considered for further evaluation.

8. APPENDIX – I
TECHNICAL PROPOSAL
FORM 1: LETTER OF PROPOSAL

(The covering letter is to be submitted by the Bidding entity along with the Cover 1 of the Bid)

Date:

Place:

To,
The Chief Engineer
Andhra Pradesh Industrial Infrastructure
Corporation Limited 11th floor, APIIC Towers, Plot
No. 1, IT Park, Mangalagiri, Guntur Andhra
Pradesh - 522503

Dear Sir,

Sub: Selection of Developer for Strengthening, Upgradation, Augmentation, Establishment, Operation and Maintenance of Industrial Infrastructure on DBFOT basis for APSEZ Atchutapuram Industrial Area developed by APIIC, Anakapalli District, Andhra Pradesh

Please find enclosed, our Bid for “**Selection of Developer for Strengthening, Upgradation, Augmentation, Establishment, Operation and Maintenance of Industrial Infrastructure on DBFOT basis for APSEZ Atchutapuram Industrial Area developed by APIIC, Anakapalli District, Andhra Pradesh**” to the Request for Proposal (RFP) dated___ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

We hereby confirm the following:

1. The Bid is being submitted by _____ (*name of the Bidding entity*) who is the Bidder in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood its content and the terms and conditions stipulated in the RFP issued by APIIC and in any subsequent communication sent by APIIC. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from APIIC.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any

errors or omissions in our Bid.

4. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.

For and on behalf of :

Signature :

(Authorized Representative and Signatory of the Bidding Entity)

Name of the Person :

Designation :

Company Seal :

Note: Power of Attorney authorizing the Representative is to be attached.

FORM 2 : PARTICULARS OF THE BIDDER

1.1	Title of the Company:	
1.2	Title of Project:	
1.3	<p>State the following :</p> <p>Name of Firm:</p> <p>Legal Status (e.g. incorporated private company, unincorporated business, partnership etc)</p> <p>Country of incorporation:</p> <p>Registered Address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of Business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business:</p> <p>Name, designation, address and phone numbers of Authorized Signatory of the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Email address:</p>	
1.4	For the Bidder, state the following information:	
a	In case of non-Indian Firm, does the Firm have business presence in India ? If so, provide the office address (es) in India	Yes / No
b	Has the Bidder been penalized by any organization in Andhra Pradesh for poor quality of work or breach of contract in the last three years?	Yes / No
c	Has the Bidder ever failed to complete any work awarded to it by any public authority / entity in Andhra Pradesh in the last three years ?	Yes / No
d	Has the Bidder been blacklisted by any Government department / Public Sector in Andhra Pradesh Undertaking as on date?	Yes / No
e	Has the Bidder or any of its Associates suffered bankruptcy / insolvency in the last five years ? Note: If answer to any of the questions at (a) to (d) is yes, the Bidder is not eligible for this Assignment.	Yes / No

1.6	(Signature and name of Authorized Signatory) For and on behalf of
-----	--

FORM 3: Power of Attorney for Authorized Representative

(To be executed by the Bidding Entity)

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 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 Selection of Developer for Strengthening, Upgradation, Augmentation, Establishment, Operation and Maintenance of Industrial Infrastructure on DBFOT basis for APSEZ Atchutapuram Industrial Area developed by APIIC, Anakapalli District, Andhra Pradesh at _____, Andhra Pradesh proposed by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) (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/agreements 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 the Agreement with the Authority.

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 _____, 2023.

For_ (Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]

(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.

Also, wherever required, the Bidder 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 Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

**FORM 5: Abstract of Eligible Assignments of the Bidder
(Experience in Development of Industrial Parks / Townships)**

S. No	Name of the Project	Name of the Client	Year of Completion	Estimated capital cost of Project (in INR Crore)	Capacity of CETP / ETP installed in the Industrial Park	Capacity of WTP installed in the Industrial Park	Capacity of Hazardous Waste Treatment / Solid Waste Treatment Landfill installed in the Industrial Park
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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¹ In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

FORM 6: ELIGIBLE ASSIGNMENTS OF BIDDER

(Experience in Development of Industrial Parks / Townships)

1	Name of the Project	
2	Description of Works performed by the Bidder	
3	Name of the Client and Address	
4	Capital cost of Project (in INR Crore)	
5	Nature of client i.e., whether Public or Private	
6	Start date of the Works	
7	End date of the Works	
8	Execution cum Financing model (DBFOT/EPC/PPP/Any other)	
9	Capacity of the CETP in the Industrial Park	
10	Capacity of the WTP in the Industrial Park	
11	Capacity of the Hazardous / Municipal Solid Waste Treatment facility in the Industrial Park	
It is certified that the aforesaid information is true and correct to the best of my Knowledge and belief		
(Signature and name of Authorized Signatory)		

Note :

Use separate sheet for each Eligible Assignment. The documentary evidence in support of the information furnished for Eligible Assignment should be submitted by the Bidder.

The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

FORM 7: Abstract of Eligible Assignments of the Bidder

(Experience in Operation and Maintenance Pertaining to Industrial Parks / Townships)

S. No	Name of the Project	Name of the Client	Year of Completion	Estimated capital cost of Project (in INR Crore)	Capacity of CETP / ETP installed in the Industrial Park	Capacity of WTP installed in the Industrial Park	Capacity of Hazardous Waste Treatment / Solid Waste Treatment Landfill installed in the Industrial Park
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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² In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

FORM 8: ELIGIBLE ASSIGNMENTS OF BIDDER

(Experience in Operation and Maintenance Pertaining to Industrial Parks / Townships)

1	Name of the Project	
2	Description of Works performed by the Bidder	
3	Name of the Client and Address	
4	Capital cost of Project (in INR Crore)	
5	Nature of client i.e., whether Public or Private	
6	Start date of the Works	
7	End date of the Works	
8	Execution cum Financing model (DBFOT/EPC/PPP/Any other)	
9	Capacity of the CETP in the Industrial Park	
10	Capacity of the WTP in the Industrial Park	
11	Capacity of the Hazardous / Municipal Solid Waste Treatment facility in the Industrial Park	
It is certified that the aforesaid information is true and correct to the best of my Knowledge and belief		
(Signature and name of Authorized Signatory)		

Note :

Use separate sheet for each Eligible Assignment. The documentary evidence in support of the information furnished for Eligible Assignment should be submitted by the Bidder.

The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

FORM 9: BANK GUARANTEE FOR BID SECURITY

(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Andhra Pradesh)

WHEREAS, _____ (name of the Bidding Entity), hereinafter called "the Bidder", wishes to submit his Bid for " **Selection of Developer for Strengthening, Upgradation, Augmentation, Establishment, Operation and Maintenance of Industrial Infrastructure on DBFOT basis for APSEZ Atchutapuram Industrial Area developed by APIIC, Anakapalli District, Andhra Pradesh**" in response to the Request for Proposal (RFP) issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC), hereinafter called "the Bid",

KNOW ALL MEN by these presents that we _____ (name of bank) of _____ (hereinafter called "the bank) are bound to the Andhra Pradesh Industrial Infrastructure Limited, or its successor, (hereinafter referred to as "APIIC") in the sum of Rs. _____ (Rupees _____ only) which payment can truly be made to APIIC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of _____ 2023.

THE CONDITIONS of this obligation for invoking the guarantee (APIIC) are:

- a. If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Section 6.7 of the RFP;
- b. If the Bidder withdraws its Bid at any time during the stipulated period of 6 months (six) of Bid Validity specified in the Request for Proposal (or such period of validity as may be extended as per Section 6.8 of the RFP)
- c. If the Bidder, for the period of the Bid Validity as per Section 6.8 of the RFP:
 - i. in APIIC's opinion, commits a material breach of any of the terms and/ or conditions contained in the RFP and/ or subsequent communication from APIIC in this regard; and/ or
 - ii. fails or refuses to accept the Letter of Award (in the event of the award of the Project to it); and/or
 - iii. Fails or refuses to sign the Agreement as defined in the RFP.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP or as extended by APIIC at any time as per Section 6.8 of the RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that Bidder is selected for award of the Project through the issuance of the Letter of Award, the Bid Security shall remain in force for a period of 6 months from the date of issuance.

OR

In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 30 (thirty) days after the announcement of award of the Project to the Selected Bidder and the issuance of the Letter of Award awarding the same.

Notwithstanding anything contained herein above:

1. our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only).
2. this guarantee is valid from _____ to _____
3. we are liable to pay guaranteed amount or part thereof only if you serve upon us a written claim or demand on or before _

Any demand in respect this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

Signature of Authorized Representative of the: _____
Bank
Name and Designation : _____
Seal of the Bank : _____
Signature of the Witness : _____
Name of the Witness : _____
Address of the Witness : _____

**FORM 10: PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE SECURITY**

THE CHIEF ENGINEER,
ANDHRAPRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED,
9th Floor, APIIC TOWERS, PLOT NO-1, IT PARK, MANGALAGIRI,
GUNTUR District, Andhra Pradesh - 522503
Email: chiefengineer2-ap@apiic.in / Contact: 8523866657

WHEREAS:

(A) _____ (the "Concessionaire") and the Andhra Pradesh Industrial Infrastructure Corporation Ltd., 9th Floor, APIIC Towers, Plot No-1, IT Park, Mangalagiri, Guntur District, Andhra Pradesh - 522503 (the "Authority") have entered into a Concession Agreement dated _____ (the "Agreement") where by the Authority has agreed to the Concessionaire undertaking Upgradation, Operation and Maintenance of Industrial Infrastructure developed by APIIC for Industrial Areas at _____ in _____ District of Andhra Pradesh on Design, Build, Finance, Own, Operate And Transfer (DBFOT) Basis, subject to and in accordance with the provisions of the Agreement.

(B) _____ The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. _____ (Rupees _____ only) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).

(C) _____ We _____ through our Branch at _____ (The "Bank") have agreed to furnish this Bank Guarantee byway of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank here by unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire's obligations during the Construction Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of Andhra Pradesh Industrial Infrastructure Corporation Ltd., 9th Floor, APIIC Towers, Plot No-1, IT Park, Mangalagiri, Guntur District, Andhra Pradesh - 522503 that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation 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 Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect when the Concessionaire shall have expended on Project construction an aggregate sum not less than 20% (twenty per cent) of the Total Project Cost which is deemed to be Rs. _____. For the purposes of this Guarantee, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ day of _____, 2023 at _____

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:

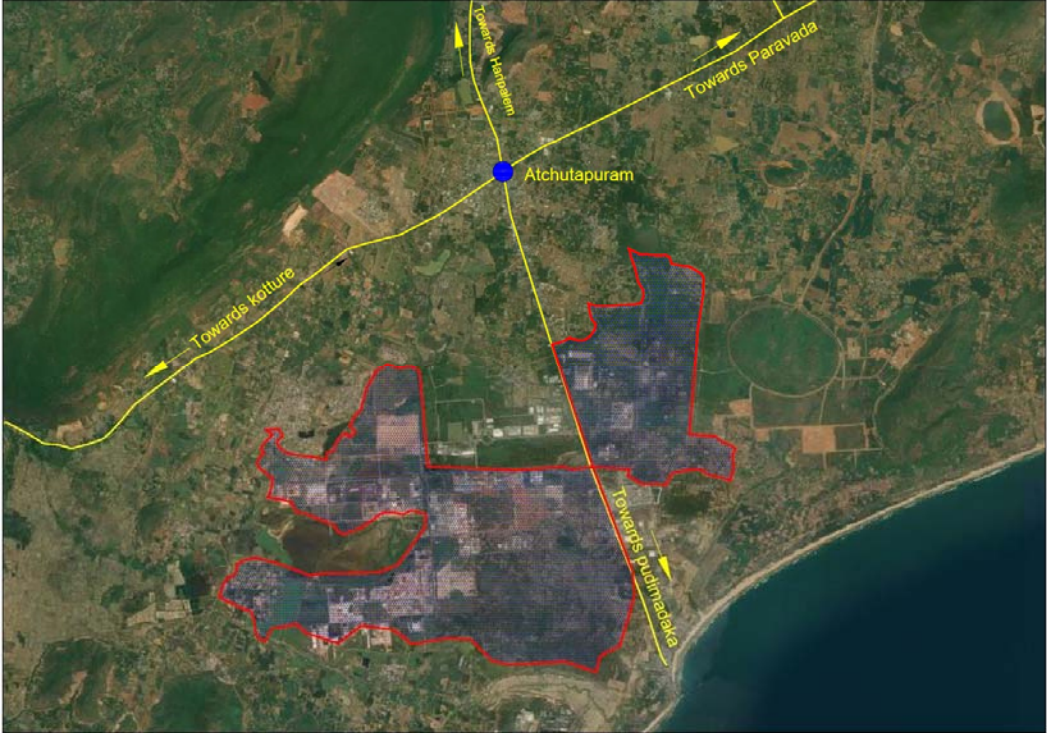
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- a) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- b) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ANNEXURE-1: DETAILS OF THE PROJECT SITE:

AP SEZ ATCHUTAPURAM – 5595.47 ACRES



ANNEXURE-2: FEES AND DEPOSITS TO BE PAID BY THE BIDDERS FOR THE PROPOSED PROJECT

1 Bid Processing Fee

Bidders are required to pay a non-refundable Bid Processing Fee of Rs. 59,000/- (Rupees fifty nine thousand only) i.e., Rs 50,000 + 18% GST along with the Bid. The Bid Processing Fee shall be in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favor of the Andhra Pradesh Industrial Infrastructure Corporation Limited payable at Guntur.

2 Bid security

Bidders are required to submit a Bid Security for an amount equal to Rs. 5 Crore (Indian Rupees five crore only). The Bid Security shall be in the form of a Bank Guarantee from any Scheduled Bank. In case of Foreign Bidders, the Bank Guarantee shall have to be from the corresponding local branch of the Foreign Bank. The form of the Bank Guarantee shall be as per the Format indicated in Form-9. The account details of APIIC are as follows:

Bank: Union Bank of India Branch: Mangalagiri, Guntur

Account No: 013411100003855

IFS Code: UBIN0803669

3 Performance Security

The Selected Bidder shall for the performance of its obligations, provide to the APIIC on achievement of the Project Completion Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to INR 15 crore, in the form set forth in Form 10 (the "Performance Security"). Until such time the Performance Security is provided by the Selected Bidder pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the APIIC shall release the Bid Security to the Selected Bidder. Performance Security shall be renewed after every 3-year period from the appointed date until the end of the Concession Period and shall be returned to the Developer after the end of the Concession Period.