

## RESPONSES TO PRE-BID QUERIES AND CORRIGENDUM

APIIC hereby provides its responses to the pre-bid queries received in relation to the **tender documents issued on 30.07.2025** and **pre-bid meeting held on 18.08.2025**, pertaining to the following RFPs issued for selection of a Developer for Development, Operation and Maintenance of:

- 1) **300 Acre** Industrial Park at **Komarolu Industrial Cluster, Kurnool District** in Andhra Pradesh through a Development Agreement
- 2) **477.88 Acre** Industrial Park at **Kothapalli Industrial Cluster, Palnadu District** in Andhra Pradesh through a Development Agreement
- 3) **100.45 Acre** Industrial Park at **Macherla Industrial Cluster, Palnadu District** in Andhra Pradesh through a Development Agreement
- 4) **481.50 Acre** Industrial Park at **Routhusurmala Industrial Cluster, Tirupati District** in Andhra Pradesh through a Development Agreement
- 5) **350 Acre** Industrial Park at **Santhabommali Industrial Cluster, Srikakulam District** in Andhra Pradesh through a Development Agreement
- 6) **203.80 Acre** Industrial Park at **Thalupula Industrial Cluster, Sri Sathya Sai District** in Andhra Pradesh through a Development Agreement
- 7) **433.75 Acre** Industrial Park at **Thimmasamudram Industrial Cluster, Ananthapur District** in Andhra Pradesh through a Development Agreement
- 8) **245.66 Acre** Industrial Park at **Guttapadu Industrial Cluster, Kurnool District** in Andhra Pradesh through a Development Agreement
- 9) **498.93 Acre** Industrial Park at **Jayanthipuram Industrial Cluster, NTR District** in Andhra Pradesh through a Development Agreement
- 10) **500 Acre** Industrial Park at **Kosalanagaram Industrial Cluster, Chittoor District** in Andhra Pradesh through a Development Agreement
- 11) **253.48 Acre** Industrial Park at **Kuderu Industrial Cluster, Sri Sathya Sai District** in Andhra Pradesh through a Development Agreement
- 12) **107.50 Acre** Industrial Park at **Nandigama Industrial Cluster, NTR District** in Andhra Pradesh through a Development Agreement
- 13) **280.55 Acre** Industrial Park at **Atchutapuram Industrial Cluster, Anakapalli District** in Andhra Pradesh through a Development Agreement
- 14) **124.36 Acre** Industrial Park at **Chilamathur Industrial Cluster, Sri Sathya Sai District** in Andhra Pradesh through a Development Agreement
- 15) **380.00 Acre** Industrial Park at **Donakonda Industrial Cluster, Prakasam District** in Andhra Pradesh through a Development Agreement

**RESPONSES TO PRE-BID QUERIES**

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
1.	General	Is the Subject site at Rambilli, Anakapalli is part of a larger Industrial Cluster or is it standalone.	Yes, the subject site is part of the Atchuthapuram Industrial Cluster located in Anakapalli District.
2.	General	Please share market study reports on supply, demand, absorption and forecasts if any. Also, other Govt. initiatives to drive the demand and help establish the market.	Bidders are advised to conduct their own independent market study and due diligence with respect to supply, demand, absorption trends, and future forecasts.
3.	General	Requesting confirmation that land can be used for the following activities viz: Industrial/Warehousing/logistics/storage.	Subject sites can be utilized for all permissible uses under the <b>Andhra Pradesh Policy for Establishment of Private Industrial Parks (4.0) 2024–29</b> and its <b>Operational Guidelines</b> (link to access the same is provided at Clause 19.3 at Annexure-1 of RFP).
4.	General	Please share all documents with regard to development guidelines (DCR), zone applicability(categories), development restrictions if any	Selected Bidder (Developer) shall be obligated to adhere to and comply with all applicable laws, rules, regulations, and any subsequent amendments thereto.  Bidders may refer to 'Andhra Pradesh Building Rules, 2017' and 'The Andhra Pradesh Land Development (Layout and Sub-division) Rules, 2017'. The relevant Government Orders for

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			above mentioned rules can be accessed through the 'Downloads' section at below link: <a href="#">AP Industrial Parks</a>
5.	General	Please share the Survey drawing along with Contours in AutoCAD for the subject property	AutoCAD drawings of the subject sites can be accessed through the 'Downloads' section at below link: <a href="#">AP Industrial Parks</a>
6.	General	Could you please confirm if the land at Rambilli is outside the CRZ restricted area? Please share any relevant document on the same.	Yes, the referred location is outside the CRZ restricted area.
7.	General	Please share the timeline for completion of the external Infrastructure for the subject property.	APIIC shall make its best effort to provide external infrastructure before the start of the construction of the project.
8.	<b>Clause 5.6 of RFP</b> It shall be the responsibility of the Bidder to secure all necessary approvals, sanctions, permits etc. from the concerned authorities for development & operation of the project at their cost and expense and APIIC will provide reasonable assistance to the Selected Bidder in obtaining clearances and approvals.	Please provide the detailed list of statutory approvals required for development of the subject site and provide better clarity on the single window clearance, applicable timeline and support guaranteed by the Govt.	The Developer shall obtain and comply with all the statutory and regulatory compliances in implementation of the Project including but not limited to layout approval, environmental clearance, consent for establishment as per state pollution control norms, and labor welfare obligations, etc.  APIIC shall provide reasonable support and assistance to the Developer in facilitating the timely procurement of the Critical Clearances required from any Government

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			Instrumentality for implementation and operation of the Project. Further, APIIC shall execute a registered General Power of Attorney in favour of the Developer authorizing it for securing various statutory clearances, sanctions, permissions, No Objection Certificates, etc., as may be required to implement the Project on the Scheduled Property.
9.	General	Please provide information on the approving authorities and the planning authority for Anakapalli property.	Visakhapatnam Metropolitan Region Development Authority.
10.	General	We understand that the subject offer is to develop an industrial layout with required services/facilities for operations of industries and subsequently handover the APIIC share of developed land in the stipulated timeline and post which the developer would get the complete freehold ownership of the developer share of land. Please confirm if the above understanding is correct	Kindly refer to the terms and conditions stipulated in the RFP (including Corrigendum-1 enclosed herewith) and Clause 4 of revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
11.	General	The developer is only obligated to build and transfer the APIIC share of land and not required to lease and operate APIIC share of land. Requesting your confirmation on the same	Kindly refer to Clause 8(s) and Clause 8(mm) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).

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12.	General	We understand that there is no timeline for the developer to develop his share of land. Requesting your confirmation on the same	The Developer shall develop the internal infrastructure and achieve Project Completion Date within the timelines prescribed in the RFP.  The Developer shall be entitled to monetize its share of developed/plot area at its discretion and as per its own timelines, subject to compliance with applicable laws.
13.	General	Also, could you please let us know the timeline for the performance security refund once the APIIC share of land is built and transferred.	Kindly refer to the Clause 5.3.4 of RFP, and Clause 8(pp) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
14.	General	Could you please confirm if the developer can finish the development for APIIC share of land in one consolidated location and thereafter facilitate the transfer of developer's share of land and hence concluding on all obligations of Developer? In this scenario, the developer won't be able to comply to 5.3.1 (e) of RFP document considering that we will be developing only one portion out of the total land	As mentioned at Clause 5.3.1 (e) of RFP, the allocation shall be guided by the principle of equitable and balanced distribution, ensuring that both the parties receive their proportionate share aligned with fair revenue-generating potential.
15.	General	Will the government be ready to provide financial support for the development of the project considering the fact that the project will be more than 6 million sft in area and will	Project would be eligible for the incentives, subsidies under all State/ Central Government schemes/ policies in force subject to respective guidelines of such schemes/ policies. The

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		provide employment to more than 6000-7000 local population and would generate millions of rupees in direct/indirect taxes? The entire project requires a very significant investment, and a government backing can be a catalyst to fastrack this project	responsibility of availing benefits of such schemes / policies would solely lie with the Developer.  APIIC shall provide reasonable support and assistance to the Developer in facilitating the procurement of approvals required from any Government Instrumentality for implementation and operation of the Project.
16.	<b>Clause 5.3.1 (c) of RFP</b> Mobilizing funds for the Project and achievement of financial closure within 6 (six) months from the Commencement Date. The Selected Bidder shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property.	The developer must be able to mortgage the land, this is a very critical point and a deal breaker	The referenced clause has been amended. Kindly refer to Corrigendum-1 enclosed herewith, and Clause 8(d) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
17.	<b>Clause 7.7 (13) of RFP</b> The Bidder / Consortium should commit to hold at least 76% (seventy six percent) of the aggregate shareholding of the Developer at least till the fifth anniversary of the Project Completion Date. The equity may be brought down to 51% (fifty one percent) with the prior approval of APIIC.	The developer can fully exit the project post completion of year 5	The Developer shall not transfer or change the ownership or constitution of the business relating to the Project, prior to the fifth anniversary of the Project Completion Date, without obtaining prior written approval from of APIIC.  Kindly refer to Clause 8(ii) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).

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18.	<b>Clause 5.3.2 and Clause 7.7 (13) of RFP</b>	We request you to further review the RFP and make changes especially to clauses 5.3.2 and 7.7 (13) and any other clauses applicable on getting the full ownership of the developer share of land once the APIIC designated area is completed and transferred.	<p>Kindly refer to Clause 4 of revised Draft Development Agreement (enclosed herewith at Corrigendum-2).</p> <p>APIIC shall execute a registered General Power of Attorney (“GPA”) in favour of the Developer empowering it to secure various records and to secure such other statutory clearances, sanctions, permissions, No Objection Certificates, etc., as may be required to implement the Project on the Scheduled Property.</p> <p>The said GPA shall also authorize the Developer to further enter into agreements of sale/agreements of lease with respect to entitlement of the Developer’s Share of developed/plot area in the Scheduled Property and also to sell/lease it, receive sale/lease consideration, appropriate the same and execute sale/lease deeds in favour of prospective purchasers/lessees. The Developer shall allot the developed/plot area in the Project to the intending allottees thereof and to enter into agreements while complying with relevant laws, rules and regulations.</p> <p>The Developer shall be entitled to utilize its share of the developed/plot area for any permissible use under the Andhra Pradesh Policy for Establishment of Private Industrial Parks (4.0) 2024–29 along its Operational</p>

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			Guidelines, in compliance with applicable laws and regulations.
19.	<b>Clause 5.3.1 (b) of RFP</b> Submission of Detailed Project Report (DPR) within 45 (forty-five) days from the date of issuance of Letter of Award (LoA) by APIIC. The DPR shall cover details including, but not limited to, detailed layout plan, construction schedule, cost estimates, etc	Considering the size of the project, can the DPR submission timeline be extended to 90 days to ensure detailed planning and assessment?	No change in RFP condition.
20.	<b>Clause 5.3.1 (b) of RFP</b> APIIC and the Selected Bidder shall mutually agree on identification of their respective share of developed/plot area	We understand that the Developer is required to share the bare plot area, and that it is within the authority's prerogative to develop its portion of the shared land as per its requirements, pls. clarify	Kindly refer to Clause 8(s) and Clause 8(mm) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
21.	<b>Clause 5.3.1 (c) of RFP</b> Mobilizing funds for the Project and achievement of financial closure within 6 (six) months from the Commencement Date. The Selected Bidder shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property	We understand that the Authority shall provide 100% encumbrance free physical possession of land to the Developer which is a pre-requisite for the financial closure by the lenders, pls clarify.	Yes, the understanding is correct.
22.	<b>Clause 5.3.1 (c) of RFP</b> Mobilizing funds for the Project and achievement of financial closure within 6 (six) months from the Commencement Date. The	We request the authority to extend the timeline to 9 months?	No change in RFP condition.



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	Selected Bidder shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property					
23.	<b>Clause 5.3.2 (e) of RFP</b> Procure External Infrastructure upto the boundary of the Scheduled Property	Will APIIC provide details of any committed external infrastructure works (roads, drainage, power) timelines to avoid dependency delays?	APIIC shall endeavor to ensure that external infrastructure is made available prior to the commencement of project construction. Indicative timelines for the provision of such infrastructure may be communicated to the Selected Bidder ahead of the execution of the Development Agreement.			
24.	<b>Clause 7.4 of RFP</b> <b>SITE VISIT AND SURVEY</b>	Please confirm if APIIC will facilitate site visits by arranging necessary local permissions and access to restricted areas within the Scheduled Property	Yes, APIIC will endorse prospective Bidders' request for permission for a site visit.			
25.	<b>Clause 10.2 of RFP</b> FINANCIAL PROPOSAL PARAMETERS	Is there any minimum threshold percentage of developed area that APIIC expects from bidders?	There is no minimum threshold prescribed in the RFP. Bidders are encouraged to conduct their own due-diligence of project site and market conditions and offer their best quotes in terms of the share of developed/plot area to APIIC.			
26.	<b>Clause 8 (c) of Draft Development Agreement</b> The share of the developed/plot area for joint development shall be as follows: <table border="1"><tr><td>1.</td><td>APIIC</td><td>_____ Acre</td></tr></table>	1.	APIIC	_____ Acre	We understand that the Developer is responsible for developing all common facilities across the entire park, including those located on the Authority's shared plot area, at its own cost. Pls. clarify	Yes, all the common facilities are to be developed, operated and maintained by the Developer. Kindly refer to Clause 8(aa) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
1.	APIIC	_____ Acre				

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	2. Developer Shall keep remaining developed/plot area		
27.	<b>Clause 8 (c) of Draft Development Agreement</b> All common facilities, including but not limited to internal roads, security infrastructure, administrative offices, boundary walls, electrical transformers, water inlet and outlet systems, designated green zones and plantation areas, rainwater harvesting systems, and non-usable land parcels, shall be expressly excluded from the computation of developed/plot area	Is there any minimum threshold percentage of developed area that has to be reserved for Green Area, Open Area & Parking area etc as per prevailing guidelines. Pls provide the details.	Kindly refer to the rules mentioned in the response at S.No.4.
28.	<b>Clause 8 (d) of Draft Development Agreement</b> The Developer shall mobilize funds for the Project and achieve financial closure within 6 (six) months from the Commencement Date. The Developer shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property	Kindly confirm if financing through mortgaging the developer's share of the developed plots is permitted, since mortgaging of the Scheduled Property is restricted.	The referenced clause has been amended. Kindly refer to Clause 8(d) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
29.	General	Will charges on leasehold rights (Developer's share) be permitted for financing purposes, especially for raising debt?	Kindly refer to Clause 8(d) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).

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30.	<p><b>Clause 8 (e) of Draft Development Agreement</b></p> <p>Within 6 (six) months from the Commencement Date, the Developer shall apply to the competent authorities and procure all necessary approvals, sanctions, permits etc required for commencing the Project implementation. The Developer shall make necessary applications and sign all papers, to appear before the competent authorities to pay necessary fees/premium required and to do all other acts and things as may be necessary for getting the necessary approvals, sanctions, permits etc. APIIC shall provide reasonable support and assistance to the Developer in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project</p>	<p>We request the Authority to include an enabling clause that provides a Cure Period for the Developer to address and resolve any issues from the day of notice is issued</p>	<p>Kindly refer to Clause 8(q) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).</p>
31.	<p><b>Clause 8 (g) of Draft Development Agreement</b></p> <p>The Developer shall enter into a Sharing Agreement within 30 (thirty) days from the approval of the proposed layout plan, clearly demarcating/earmarking the allocated share of developed/plot area for both APIIC and the Developer. The allocation shall be guided by the principle of equitable and balanced</p>	<p>Request the Authority to share draft Sharing Agreement to study the terms &amp; conditions included.</p>	<p>The draft of sharing agreement will be prepared in mutual discussion with the Selected Bidder.</p> <p>Kindly refer to Clause 8(g) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).</p>

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	distribution, ensuring that both the parties receive their proportionate share aligned with fair revenue-generating potential		
32.	<p><b>Clause 8 (k) of Draft Development Agreement</b></p> <p>The Developer shall complete the implementation of the Project within 36 (thirty-six) months from the Commencement Date. The Developer shall have the discretion to execute the Project in multiple phases. Upon completion of construction activities pertaining to any specific phase within the proposed industrial park, the Developer shall obtain a certificate from a Chartered Engineer confirming the completion of such construction and its conformity with the approved layout plan. This certificate shall be submitted to the Zonal Manager for verification. The Zonal Manager shall thereafter conduct a survey of the Project to ascertain and certify that the implementation of the said phase has been carried out in accordance with the Detailed Project Report (DPR)</p>	Can completion timeline be extended proportionately if there is delay in approvals/handing over possession by APIIC	<p>Kindly refer Clause 4.6 of RFP, which states that the Commencement Date shall be the date of signing of the development agreement or the date of handing over of the Scheduled Property by APIIC, whichever is later.</p> <p>With respect to extension of timelines in the event of delays, kindly refer to Clause 8(q) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).</p>
33.	<p><b>Clause 8 (o) of Draft Development Agreement</b></p>	We understand that the Developer/Authority is free to decide allotment price & terms as per market, Pls Clarify. Further, will the developer	Kindly note that the referenced clause has been repositioned to Clause 8(u) in the revised

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S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
	APIIC shall have the option to request for allotment of Developer's share of the developed/plot area to a prospective allottee / industrial entrepreneur. To exercise this option, the APIIC shall issue a notice to the Developer, who shall respond within 30 (thirty) days. The allotment price and the terms shall be determined by the Developer. Upon agreement on the allotment price and terms, the concerned parties shall facilitate the execution of the necessary sale deeds and transfer documents within 60 (sixty) days	be compensated for marketing efforts in this case.	Draft Development Agreement (enclosed herewith at Corrigendum-2).  With respect to the Developer's Share, the allotment price and the allotment terms shall be determined by the Developer.  The marketing and promotion of the Project shall be the responsibility of the developer and the same shall be undertaken at the Developer's cost & expense.
34.	<b>Clause 8 (t) of Draft Development Agreement</b> The Developer shall pay all dues under the Agreement to APIIC and other competent authorities	We request the authorities to provide the details of dues payable to other competent authorities by the Developer	Kindly note that the referenced clause has been repositioned to Clause 8(cc) in the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).  The referenced clause of the Draft Development Agreement refers to the dues arising from the developer's responsibilities post the handover of the scheduled property.  APIIC shall ensure that there are no outstanding dues on the Schedule Property at the time of handover of the possession. Also, kindly refer Clause 2 of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).

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35.	<b>Clause 10 of Draft Development Agreement</b> In all the matters of doubts concerning and in respect of this indenture, the decision of APIIC shall be final and binding on the Developer and any default by the Developer there of shall be deemed to be breach of the terms of this indenture	We understand that in the event of any ambiguity or doubt arising from the interpretation of this Agreement/Indenture, while the decision of APIIC shall be considered final and binding, such decision shall be made after providing the Developer an opportunity to present its views. This provision shall not prejudice the Developer's right to seek legal remedies as available under applicable law. Please confirm	Kindly note that the referenced clause has been repositioned to Clause 16 in the revised Draft Development Agreement (enclosed herewith at Corrigendum-2). Further, Clause 17 in the revised Draft Development Agreement contains provisions pertaining to dispute resolution.
36.	<b>Clause 6.6 of RFP</b> Timetable & Milestones Proposal Due Date - Last date for submission – 12.09.2025	Can APIIC consider extending the Proposal Due Date by at least 3–4 weeks to allow bidders sufficient time to prepare detailed technical, business, and financial proposals	Proposal Due Date is extended. Kindly refer to Corrigendum-1 (enclosed herewith).
37.	General	What is the duration of concession period available for the developer.	Kindly refer to the response at S.No.12
38.	General	We understand that as per Private Park Developer Policy, 100% exemption shall be on stamp duty & registration charges, Pls. clarify	Kindly refer to the <b>Andhra Pradesh Policy for establishment of Private Industrial Parks with 'Plug and Play' Industrial infrastructure (4.0) 2024-29</b> and its <b>Operational Guidelines</b> (link to access the same is provided at Clause 19.3 at Annexure-1 of RFP).
39.	General	Please clarify whether the Developer has the flexibility to designate portions of its allocated land as SEZ and Non-SEZ areas	Yes.

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40.	General	We understand that the Authority intends to establish a single-window clearance facility to streamline all statutory approvals required for the project. Kindly confirm.	Kindly refer to the response at S.No.8.
41.	General	We request the Authority to share details of the proposed incentives available to the Developer for undertaking the project development.	Kindly refer to the <b>Andhra Pradesh Policy for establishment of Private Industrial Parks with 'Plug and Play' Industrial infrastructure (4.0) 2024-29</b> and its <b>Operational Guidelines</b> (link to access the same are provided at Clause 19.3 at Annexure-1 of RFP). Kindly refer to the response at S.No.15.
42.	General	As per the Private Park Developer policy, we understand that the Environmental Clearance approval shall be completely under Authority's scope.	As per the policy, the required handholding support shall be provided to the developer by APIIC. However, it shall be the responsibility of the developer to procure all necessary approvals, sanctions, permits etc. from the concerned authorities.
43.	General	As per the recent public announcement, the Government of Andhra Pradesh has proposed the development of industrial parks along the Visakhapatnam–Chennai corridor, focusing on sector-specific industries such as biotechnology, pharmaceuticals, electric vehicles, semiconductors, defence, aerospace, and other allied sectors. In this context, we seek clarification on whether the proposed	Selected Bidder shall have the discretion to determine whether the proposed project will be developed as a sector-specific industrial park or as a multi-product industrial park.

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		Industrial Park will follow a sector-specific model or be developed as a multi-sector facility.	
44.	General	We would like to understand the maximum permissible Floor Area Ratio (FAR) applicable to industrial development under the prevailing regulations	Kindly refer to the rules mentioned in the response at S.No.4.
45.	General	We would like to know whether there are any height restrictions applicable to industrial development, and what the maximum permissible construction height is under the current regulations	Kindly refer to the rules mentioned in the response at S.No.4.
46.	General	We request the Authority that the site is handed over to the Developer in a clear condition, free from vegetation and debris, as substantial time and resources are otherwise required to prepare the site in addition to undertaking infrastructure development	APIIC shall hand over the scheduled property on an 'as-is-where-is basis'. Prospective Bidders are encouraged to visit the project site prior to submitting their bids to assess the physical characteristics and existing conditions of the site.
47.	<b>Clause 5.3.1 (c) of RFP</b> Mobilizing funds for the Project and achievement of financial closure within 6 (six) months from the Commencement Date. The Selected Bidder shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property.	Given that the Scheduled Property is retained by APIIC, and the developer is prohibited from mortgaging it to raise funds, we request clarity on:  1. What alternative instruments or security structures are considered acceptable by APIIC or the Government of Andhra	Kindly refer to the response at S.No.16.



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		<p>Pradesh to enable the Selected Bidder to raise project finance?</p> <p>2. Will APIIC facilitate or support the financial closure process by issuing any form of comfort letters, rights-based assurances, or escrow-backed revenue assignments to the lenders?</p> <p>3. Can the developer assign rights over its share of future lease receivables or monetized revenues to lenders for securing funding, even in the absence of land mortgage?</p> <p>4. Has APIIC previously facilitated financial closure in similar models under the Private Industrial Park Policy (4.0) where the land remains unmortgaged? If yes, could precedents or examples be shared</p> <p>This clarification is critical to ensure bankability of the proposed project structure and to allow serious bidders to plan fund-raising accordingly</p>	
48.	General	<p>Given the developer's responsibility for marketing, infrastructure development, and overall ecosystem creation, we request clarification on the following:</p> <p>1. Can the developer be granted the first right of refusal (RoFR) to identify, market,</p>	Kindly refer to the Clause 8(s), Clause 8(t) and Clause 8(u) of the revised Draft Development Agreement (refer Corrigendum-2 enclosed herewith).

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
		<p>or lease APIIC's share of developed plots to ensure strategic alignment and cohesive tenant curation?</p> <p>2. Can a developer-proposed transaction for APIIC's share (sale or lease) be prioritized over unsolicited interest, provided it meets or exceeds APIIC's pricing expectations?</p> <p>3. Will APIIC permit the developer to act as a facilitator or transaction advisor for its share on a fee or performance-incentive basis?</p> <p>Such provisions would ensure better absorption, faster monetization, and alignment between both parties in attracting anchor and cluster-aligned tenants</p>	
49.	<p><b>Clause 8.2.1 of RFP</b></p> <p>Entities Eligible to bid for the project:</p> <p>The following entities would be eligible to bid for the project either individually or as a Consortium.</p> <ul style="list-style-type: none"> <li>• Private Limited Company</li> <li>• Public Limited Company</li> </ul> <p>However the conditions prescribed in this RFP apply to the Bidding Entity or the Bidding Consortium</p>	<p>We request clarification on whether a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 is eligible to bid as the primary entity or as a member of a consortium</p> <p>Given that the LLP structure offers recognized legal status, limited liability, and is permitted to undertake infrastructure development, we request confirmation that a registered LLP with the required technical and financial credentials will be considered eligible for participation under this RFP.</p>	<p>Limited Liability Partnership (LLP) with the required technical and financial credentials may participate as Bidding Entity or as a member in the Bidding Consortium.</p>

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
50.	General	If we can get the Site plan of the subject sites	Kindly refer to the response at S.No.5.
51.	General	What are the Policies/GO's to be followed for Developing the Industrial Parks	Kindly refer to the rules mentioned in the response at S.No.4. Also, kindly refer to the <b>Andhra Pradesh Policy for establishment of Private Industrial Parks with 'Plug and Play' Industrial infrastructure (4.0) 2024-29</b> and its <b>Operational Guidelines</b> (link to access the same are provided at Clause 19.3 at Annexure-1 of RFP).
52.	General	Can we incorporate the Residential Housing, Warehouse and Commercial Complex while preparing the DPR	Kindly refer to the response at S.No.3.
53.	General	<b>EOI vs RFP coverage:</b> The initial request given by APIIC was for EOI was for 10 locations and we submitted EOI for 2 locations. However, the current RFP has been released for 15 locations. Kindly clarify whether we are permitted to submit RFPs for 2 new locations not covered in our original EOI.	Bidders are permitted to submit proposals for multiple locations, regardless of their participation in the Expression of Interest (EOI) process for any specific location.
54.	General	<b>Mechanism of Land Transfer</b> Kindly explain the mechanism of land transfer from APIIC to Private Developer, including the legal and procedural steps involved.	Kindly refer to Clause 4 of revised Draft Development Agreement (enclosed herewith at Corrigendum-2).

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
55.	General	<b>Timeline for Land Release</b> Please share the expected timelines for the release of the entire land Parcel to the private developer post-RFP award.	Kindly refer Clause 5.3.3 of RFP at Corrigendum-1 enclosed herewith.
56.	<b>Clause 5.3.2 of RFP</b> Role of APIIC	<b>Land Title &amp; Dispute Resolution</b> We assume that the land allotted will have a 100% clear title. In case of any revenue matters or local disputes, will APIIC take responsibility for resolution?	APIIC shall handover the possession of the encumbrance free Scheduled Property to the Selected Bidder while ensuring that APIIC has the marketable title for the Scheduled Property. The Selected Bidder shall be entitled to carry out title due diligence through its solicitors to satisfy itself regarding the title. Kindly refer Clause 5.3.3(c) of RFP at Corrigendum-1 enclosed herewith.
57.	General	<b>State Government Incentives</b> Kindly confirm whether APIIC facilitates applicable state government incentives such as: <ul style="list-style-type: none"> <li>(i) Subsidies in power and water tariffs</li> <li>(ii) Exemption of stamp duties</li> <li>(iii) Capital subsidies or employment-linked incentives.</li> <li>(iv) Please also indicate the timelines and process for availing these benefits.</li> </ul>	Kindly refer to the response at S.No.15 and S.No.41

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
58.	<b>Clause 5.3.1 (c) of RFP</b> The Selected Bidder shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property	<b>Restrictions on Mortgaging &amp; Loan Guarantees:</b> These appears to be a clause restricting mortgaging of allotted land for raising loans. In other states, this is permitted and enhances developer accountability. Is there any scope for revisiting this clause? Additionally, if we raise operational loans, will APIIC provide any form of guarantee or support?	Kindly refer to the response at S.No.16.
59.	General	<b>Revenue Sharing Mechanism</b> Kindly explain the revenue sharing model between APIIC and the private developer, if applicable.	Kindly note that the Project is structured on an area-sharing basis. For further details, kindly refer Clause 5.3 of RFP, including Corrigendum-1 enclosed herewith. Also, kindly refer to the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
60.	General	<b>Grants &amp; Financial Incentives</b> What grants are available from the Government for private Industrial Parks?	Kindly refer to the response at S. No.15 and S.No.41
61.	General	Are we eligible for IALA (Industrial Area Local Authority) status, and what benefits does it entail?	Kindly refer to the <b>Andhra Pradesh Policy for establishment of Private Industrial Parks with 'Plug and Play' Industrial infrastructure (4.0) 2024-29</b> and its <b>Operational Guidelines</b> (link to access the same are provided at Clause 19.3 at Annexure-1 of RFP).

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
62.	General	<b>Tax Benefits &amp; Exemptions</b> Are there any state-level tax exemptions or GST-related benefits for units operating within APIIC parks?	Kindly refer to various sectoral policies issued by the Government of Andhra Pradesh, the link to access the same is provided at Clause 19.3 at Annexure-1 of RFP.
63.	General	<b>TDS and Land cost compliance</b> Are there specific TDS obligations or compliance steps for land cost payments exceeding Rs 50 Lakhs?	Bidders are advised to undertake their own independent due diligence regarding applicable Tax obligations and compliance requirements.
64.	General	<b>Scope for JV &amp; External Funding</b> After land allotment, can we onboard external MNC or domestic partners for Joint Ventures? Is external equity funding permitted for developing the land parcels?	Kindly refer to Clause 7.7.13 of RFP and also refer to the response at S.No.17.
65.	General	<b>Single Window Mechanism</b> Does APIIC offer a "single window" mechanism for regulatory approvals? If so, kindly share the contact point or nodal officer details.	Kindly refer to the response at S.No.8.
66.	General	<b>Support for Environmental &amp; Safety Clearances</b> Will APIIC assist in obtaining clearances related to fire safety, environmental approvals, and APPCB Compliance?	Kindly refer to the response at S.No.8 and S.No.42
67.	General	<b>Fast-track Approvals / Green Channel</b>	Kindly refer to the response at S.No.8.

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
		Is there a "Green Channel" or fast-track approval system for regulatory clearances from state and central government departments?	
68.	General	<b>Internal &amp; External infrastructure Support</b> What kind of Infrastructure support will APIIC provide - both within the park (Internal roads, utilities) and externally (connectivity, approach roads)?	APIIC shall procure external infrastructure (road, water and power) upto the boundary of the Scheduled Property.
69.	General	<b>Common facilities &amp; Shared Services</b> Will APIIC facilitate shared infrastructure such as CETPs, STPs, logistics hubs, or skill development centers?	Kindly refer to the response at S.No.26.
70.	General	<b>Master Plan Integration</b> Will the proposed industrial park be integrated into the district's master plan or zonal development plan? Are there any restrictions on land use conversion?	The subject sites comprise non-agricultural lands. Bidders are advised to carry out their own assessment to verify compliance with applicable zoning regulations.
71.	General	<b>Environmental Sustainability Requirements</b> Are there mandatory green building norms, renewable energy integration, or sustainability benchmarks applicable to the park?	Kindly refer to the rules mentioned in the response at S.No.4.  Bidders are advised to carry out their own assessment to ensure compliance with applicable development control regulations.

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
72.	General	<b>Land Pooling &amp; Acquisition Process</b> If additional land is required for future expansion, what is the process for land pooling or acquisition? Will APIIC assist in negotiations or approvals?	The scope of the Project is limited to the land area specifically identified in the RFP. However, APIIC may, subject to prevailing regulations, consider extending support to the Developer under applicable land pooling frameworks.
73.	General	<b>Project Monitoring Mechanism</b> Is there a dedicated project monitoring cell or nodal officer assigned for each Industrial Park to track progress and resolve issues?	APIIC may designate nodal officers from respective Zonal Offices to provide necessary support and facilitation required for effective implementation of the Project.
74.	General	<b>Grievance Redressal System</b> Does APIIC have a formal grievance redressal mechanism for developers and investors? Is there a regular forum for issue resolution?	<p>APIIC has established a dedicated Grievance Portal, which can be accessed through its official website. Developers and investors may use this portal to raise concerns, seek clarifications, or request support related to APIIC administered projects.</p> <p>In addition, the Government of Andhra Pradesh operates a Centralized Public Grievance Redress and Monitoring System (PGRS), which serves as a universal platform for registering and tracking grievances. This system allows stakeholders to directly raise issues with the relevant departments.</p> <p>These platforms are designed to ensure timely and transparent resolution of issues faced by developers and investors.</p>



**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
75.	General	<b>Force Majeure &amp; Delay Protection</b> In case of delays due to force majeure or government related bottlenecks, will APIIC offer timeline extensions or relief?	Kindly refer to Clause 8(q) and Clause 10 of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
76.	General	<b>Dispute Resolution Mechanism</b> Is there a defined arbitration or dispute resolution process in the Development Agreement?	Kindly refer to Clause 17 of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).
77.	<b>Clause 20 of RFP</b> Bid Security & Performance Security	Request you to accept Insurance Security bonds along with the Bank Guarantee towards Bid Security & Performance Security.	No change in RFP condition.
78.	General	We request you to kindly provide us at least one source point for Construction water & power facilities near the work site.	Kindly refer to the response at S.No.66.
79.	General	Please clarify whether the Site clearance / Jungle clearance is in the scope of APIIC or in the scope of Developer?	Kindly refer to the response at S.No.46.
80.	General	We request you to kindly extend the date of submission of RFP for 30 days more	Kindly refer to the response at S.No.36
81.	General	The land under the park should be allowed to be mortgaged by APIIC with a lender to raise capital for the project	Kindly refer to Clause 8(d) of the revised Draft Development Agreement (enclosed herewith at Corrigendum-2).

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
82.	General	Timeline for construction should trigger only once the complete land is handed over to the Developer without any encumbrances.	Kindly refer Clause 4.6 of RFP, which states that the Commencement Date shall be the date of signing of the development agreement or the date of handing over of the Scheduled Property by APIIC, whichever is later.
83.	General	The Developer SPV should be allowed to change its equity structure for want of inclusion or exclusion of funding partners into the venture.	Kindly refer to Clause 7.7.13 of RFP and also refer to the response at S.No.17.
84.	General	What steps will APIIC take so as to direct new industries to the Parks being constructed.	APIIC will promote all upcoming industrial parks through various strategic platforms, in alignment with broader industrial development initiatives. Targeted efforts will be undertaken to enhance visibility, attract investor interest, and accelerate early-stage occupancy and industrial operations within these parks.
85.	General	Can APIIC guarantee a 100 km radius being free of industrial park / plots for a certain period of 5 years to funnel companies and investors to the proposed APIIC park	No change in RFP conditions.
86.	General	Can we guarantee the basic facilities like water and sewage etc to the park site by way of documentation. This is on account of various	Kindly refer to the response at S.No.7.

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
		instances of basic facilities not being provided to older similar project.	
87.	General	Can we get a topographical report from APIIC on the plots identified for the projects.	Kindly refer to the response at S.No.5.
88.	General	What are the steps for refund of the performance security and what is the acceptable basis on which the same will be refunded?	Kindly refer to the response at S.No.13.
89.	General	For a non-multiproduct cluster/park, in case the developer is not able to attract or sell the plots to companies in the same industry within 12 months of project commencement, can the said land parcels be sold to other companies in different sectors?	The Developer shall be entitled to monetize its share of developed/plot area at its discretion, subject to compliance with applicable laws.
90.	General	Are environmental and pollution norms like a certain percentage of land to be left open as a green patch applicable to the park as a whole or will it be at park level and at the individual industry level? If the same is applicable at an individual industry level, then the net usable area shall be lower.	Kindly refer to the rules mentioned in the response at S.No.4. Bidders are advised to carry out their own assessment to ensure compliance with applicable development control regulations.
91.	General	As the project size is big, we would request extension of the timeline by a few days to help	Kindly refer to the response at S.No.36

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
		us close our assessment and provide a bid in a timely manner	
92.	<b>Clause 6.6 of RFP</b> Last date & time for submission of Proposal on or before 12.09.2025 by 3.00 PM	The last date for submission of RFP may please be extended up to 12.10.2025.	Kindly refer to the response at S.No.36
93.	<b>Clause 8.2 of RFP</b> Relevant Project shall be a project relating to construction/development of 'Industrial Park/SEZ/FTWZ' or 'Industrial / Residential Layout' or 'Township/Housing Project' or 'Office Building' or 'Shopping Mall' or 'Retail Space' or 'Hospitality Project' or 'Any other real estate project of similar nature	All the civil works in the project may also be added to the eligibility criteria	No change in RFP condition.
94.	<b>Clause 8.2 of RFP (Kosalanagaram site)</b> Relevant Project shall be a project that has been successfully completed within any of the past 5 (five) financial years preceding the Proposal Due Date and shall have a project cost of not less than Rs 50 Crore	The period may for the last 10 years instead of 5 years and Project cost may Rs. 10 Cr instead of 50cr may be considered	No change in RFP condition.
95.	<b>Clause 8.2 of RFP (Kosalanagaram site)</b> The sum total of the project costs of all the Relevant Projects of a Bidding Entity or the member(s) in the Bidding Consortium shall be more than Rs 500 Crore	It may be reduced to Rs. 250 Cr	No change in RFP condition.

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
96.	<b>Clause 1.7 of RFP</b> Bid Security of ₹2,40,00,000 (Indian Rupees Two crore forty lakhs only) to furnish the Bank Guarantee for the same as per the format provided in this RFP	Payment of Bid security may be exempted for MSME Registered Contractors	No change in RFP condition.
97.	<b>Clause 15.6 of RFP</b> The Financially Significant Consortium Member should hold equity not less than 26% (twenty six percent) of the aggregate shareholding of the Developer, at least till the fifth anniversary of Project Completion Date.	This may please be further clarified.	Kindly refer to the definition of 'Financially Significant Consortium Member' at Clause 4.11 of RFP.
98.	General	Bid Parameter- Proposed recovery model, Revenue sharing model with APIIC is one of the most important factors in selection of developer.	Kindly refer to the response at S.No.59
99.	<b>Clause 5.3.1 (e) of RFP</b> Enter into a Sharing Agreement within 30 (thirty) days from the approval of the proposed layout plan, clearly demarcating/earmarking the allocated share of developed/plot area for both APIIC and the Selected Bidder. The allocation shall be guided by the principle of equitable and balanced distribution, ensuring that both the parties	In any bidding process the threshold figure will be indicated in the bid and bidding process will start with it. In this RFP, if the threshold figure of developed/plots for APIIC shares indicated, it will be more useful to quote APIIC's share of land	Kindly refer to the response at S.No.25.

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
	receive their proportionate share aligned with fair revenue-generating potential		
100.	<b>Clause 8 (d) of Draft Development Agreement</b> The Developer shall mobilize funds for the Project and achieve financial closure within 6 (six) months from the Commencement Date. The Developer shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property	For financial closure 6 months' time limit may be extended to minimum of 9 months.	No change in RFP condition.
101.	<b>Clause 8 (d) of Draft Development Agreement</b> The Developer shall mobilize funds for the Project and achieve financial closure within 6 (six) months from the Commencement Date. The Developer shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property	The selected developer may be permitted to mortgage its right with financial institutions if it required	Kindly refer to the response at S.No.28.
102.	<b>Clause 8 (m) of Draft Development Agreement</b> The Developer shall put APIIC in possession of 50% (fifty percent) of its share of developed/plot area within 24 (twenty-four) months from the Commencement Date and put APIIC in possession of balance 50% (fifty	Since the timelines for development of project is 36 months, sharing possession of 50% of APIIC share plots with in 24 may not be feasible. Instead, it may be better to hand over APIIC's total share of developed land after completion of development i.e after 36 months	No change in RFP condition.

**RESPONSES TO PRE-BID QUERIES** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause / Section	Clarification Sought / Suggestion by the Prospective Bidders	APIIC Response
	percent) of its share of developed/plot area after completion of the Project in all aspects		
103.	General	Kindly provide details on the land like detailed drawing, contours, river bodies any other details etc	Kindly refer to the response at S.No.5.

**CORRIGENDUM – 1**

S. No.	Reference Clause of RFP	Description as per RFP issued		Revised Text	
1.	1.4	<div> <div>Last date &amp; time for submission of Proposal (Proposal Due Date) (PDD)</div> <div>On or before <b>12.09.2025</b> by 3:00 PM on the e-procurement portal of AP <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a></div> </div> <div> <div>Date &amp; time for opening of Technical Proposal</div> <div>At 3:30 PM on <b>12.09.2025</b></div> </div>		<div> <div>Last date &amp; time for submission of Proposal (Proposal Due Date) (PDD)</div> <div>On or before <b>30.09.2025</b> by 3:00 PM on the e-procurement portal of AP <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a></div> </div> <div> <div>Date &amp; time for opening of Technical Proposal</div> <div>At 3:30 PM on <b>30.09.2025</b></div> </div>	
2.	5.3.1 (c)	Mobilizing funds for the Project and achievement of financial closure within 6 (six) months from the Commencement Date. The Selected Bidder shall not avail any financial assistance from any institutions by mortgaging the Scheduled Property.		<p>Demonstrating the proof of availability of funds and achievement of financial closure from credible financial institutions within 6 (six) months from the Commencement Date. The Selected Bidder shall submit to APIIC all relevant term sheets, binding agreements and supporting documentation evidencing such financial closure. Subject to the prior written consent of APIIC, which shall not be unreasonably withheld, the Selected Bidder shall be entitled to mortgage, assign, or otherwise create security over its rights and interests under the Development Agreement in favor of its lenders, solely for the purpose of securing financing for the Project. Notwithstanding anything to the contrary contained herein, the Selected Bidder shall not mortgage, charge, pledge, lien, or otherwise encumber the Scheduled Property in any manner whatsoever.</p>	



S. No.	Reference Clause of RFP	Description as per RFP issued	Revised Text
3.	5.3.2 (c)	Provide reasonable support and assistance to the Selected Bidder in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project	Provide reasonable support and assistance to the Selected Bidder in facilitating the timely procurement of the Critical Clearances required from any Government Instrumentality for implementation and operation of the Project
4.	5.3.3	<p><b>Conditions Precedent for executing Agreement</b></p> <p>APIIC shall enter into a 'Development Agreement' with the Selected Bidder within 30 (thirty) days from the fulfillment of the below conditions:</p> <ol style="list-style-type: none"> <li>Submission of Performance Security by the Selected Bidder (as detailed in Annexure-2 of this RFP) within 30 (thirty) days from the issuance of Letter of Award (LoA) by APIIC.</li> <li>Submission of DPR by the Selected Bidder within 45 (forty-five) days from the date of issuance of Letter of Award (LoA) and examination of the DPR by APIIC in order to verify whether the DPR adheres to the general guidelines (as specified in the RFP) for development of the Project.</li> </ol>	<p><b>Conditions Precedent for executing Agreement and handover of the possession of the Scheduled Property to the Selected Bidder.</b></p> <p>APIIC shall enter into a 'Development Agreement' with the Selected Bidder and handover the possession of the Scheduled Property to the Selected Bidder within 30 (thirty) days from the fulfillment of the below conditions:</p> <ol style="list-style-type: none"> <li>Submission of Performance Security by the Selected Bidder (as detailed in Annexure-2 of this RFP) within 30 (thirty) days from the issuance of Letter of Award (LoA) by APIIC.</li> <li>Submission of DPR by the Selected Bidder within 45 (forty-five) from the date of issuance of Letter of Award (LoA) and examination of the DPR by APIIC in order to verify whether the DPR adheres to the general guidelines (as specified in the RFP) for development of the Project.</li> <li>Upon issue of the Letter of Award, the Selected Bidder shall be entitled to carry out title due diligence through its solicitors to satisfy itself regarding the title to the Scheduled Property. APIIC shall promptly answer all queries raised by the Selected Bidder's solicitors. Subject to the same, the Selected Bidder shall complete the due diligence within a period of 60 (sixty) days from the date of issuance of the Letter of Award. In the event that the due diligence process discloses any issues</li> </ol>

***CORRIGENDUM-1*** / Request for Proposal (RFP) for Selection of Developer for Development, Operation and Maintenance of Large Industrial Parks at various locations in Andhra Pradesh

S. No.	Reference Clause of RFP	Description as per RFP issued		Revised Text	
				which APIIC is unable to address to the Selected Bidder's satisfaction, the Bid Security shall stand released and the Selected Bidder shall have no further obligation or liability with respect to the execution of the Project.	
5.	6.6	5.	Proposal Due Date - Last date for submission of Proposals/Bids on <u>e-procurement portal (Specified in Section 7.5.5)</u>	5.	Proposal Due Date - Last date for submission of Proposals/Bids on <u>e-procurement portal (Specified in Section 7.5.5)</u>
		6.	Hard Copy of the Original Proposal (Technical Proposal and Business Proposal) shall be submitted as per manner and format specified in Section 7.5.5	6.	Hard Copy of the Original Proposal (Technical Proposal and Business Proposal) shall be submitted as per manner and format specified in Section 7.5.5

**CORRIGENDUM - 2**

**REVISED DRAFT DEVELOPMENT AGREEMENT**

This Development Agreement ("**Agreement**") made on this the \_\_\_\_\_ Day of \_\_\_\_\_ **2025** at Guntur, Andhra Pradesh, India.

**BETWEEN**

Andhra Pradesh Industrial Infrastructure Corporation Limited, a Company incorporated under the provisions of the Indian Companies Act 1956, having its registered Office at 4th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh, Hyderabad - 500004 and having its corporate office at APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur – 522503, represented by its \_\_\_\_\_ (Designation) (which term shall include his successors in office and assigns hereinafter referred to as "**APIIC**").

**AND**

\_\_\_\_\_, a company incorporated under the Companies Act, 2013 and having its registered office at \_\_\_\_\_, represented by its \_\_\_\_\_ [insert designation of authorized representative and signatory], \_\_\_\_\_ [insert name of authorised representative and signatory] who is authorized to sign this document as per Board Resolution dt: \_\_\_\_\_ (which expression shall unless context requires otherwise include their heirs, executors administrators and legal representatives hereinafter referred to as the "**Developer**")

APIIC and the Developer are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. APIIC offered an extent of \_\_\_\_\_ Acre land situated at \_\_\_\_\_ District in Andhra Pradesh on 'as is where is basis' (hereinafter referred to as ("Scheduled Property")), through an Advertisement published in daily Newspaper for development, operation and maintenance of Industrial Park on the Scheduled Property (hereinafter referred to as "Project"), in accordance with the terms set out in this Agreement, through private sector participation. The description of the Scheduled Property is specified in Schedule-1 of this Agreement.
- B. APIIC is the sole and absolute owner, and peaceful possessor of the Scheduled Property.
- C. Pursuant to evaluation of the Proposals that were received pursuant to a request for proposal dated 30<sup>th</sup> July 2025 ("RFP"), APIIC accepted the Proposal submitted by \_\_\_\_\_ [Selected Bidder] and a Letter of Award (LoA) bearing number \_\_\_\_\_ dated \_\_\_\_\_ was issued to the \_\_\_\_\_ [Selected Bidder] for development of the Scheduled Property. APIIC acknowledges that \_\_\_\_\_ [Selected Bidder] has signed and returned the duplicate copy of the LoA in acknowledgement thereof vide their letter bearing number \_\_\_\_\_ dated \_\_\_\_\_.
- D. \_\_\_\_\_ [Selected Bidder (Bidding Entity/ Bidding Consortium)] has promoted the Developer ("Special Purpose Vehicle" or "SPV") and has requested APIIC through a letter bearing number \_\_\_\_\_ dated \_\_\_\_\_ to accept the Developer as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LoA, including the obligation to enter into this Agreement pursuant to the LoA for implementing the Project.
- E. APIIC acknowledges that the [Selected Bidder / Developer] has submitted a Performance Security for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by means of a bank guarantee dated \_\_\_\_\_, bearing number \_\_\_\_\_ on \_\_\_\_\_ [name of bank].
- F. APIIC acknowledges that the [Selected Bidder / Developer] has submitted a Detailed Project Report (DPR) which is attached to this Agreement as Schedule-2.
- G. APIIC, in pursuance of the Bid Documents (Request for Proposal), LoA and the correspondence APIIC had with the Developer now agreed to execute this Agreement.
- H. Whereas the vacant physical possession of the Scheduled Property will be handed over to the Developer separately.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

Terms used but not defined herein shall have the meaning assigned to them under the RFP.

- 1. The time is the essence of this Agreement.
- 2. APIIC has assured the Developer that APIIC has the marketable title for the Scheduled Property, which is free from encumbrances and the Developer has verified and satisfied with the same.
- 3. APIIC has assured that there are no outstanding dues on the Schedule Property.
- 4. APIIC has executed a registered General Power of Attorney ("GPA") in favour of the Developer herein empowering it to secure various records and to secure such other statutory clearances, sanctions, permissions, No Objection Certificates, etc., as may be required to implement the Project on the Scheduled Property. The said GPA authorizes the Developer to further enter into agreements of sale/agreements of lease with respect to entitlement of the Developer's Share of

developed/plot area in the Scheduled Property and also to sell/lease it, receive sale/lease consideration, appropriate the same and execute sale/lease deeds in favour of prospective purchasers/lessees. The Developer shall allot the developed/plot area in the Project to the intending allottees thereof and to enter into agreements while complying with relevant laws, rules and regulations. The Developer shall be entitled to utilize the Developer's Share of developed/plot area for any permissible use under the Andhra Pradesh Policy for Establishment of Private Industrial Parks (4.0) 2024–29, in compliance with applicable laws and regulations. However, APIIC reserves the right to revoke the GPA in the event of a material breach of this Agreement by the Developer and the GPA shall be coterminous with this Agreement and shall automatically stand cancelled upon termination or expiry of this Agreement.

5. The Developer shall pay charges/taxes for supply of water, electricity and other services to the administration or some other agency as the case may be as per applicable law, within the stipulated time, from the date of handing over possession of the Scheduled Property to the Developer, failure in respect of which would entail the services being disconnected.
6. The Developer shall bear, pay and discharge all existing and further amounts, duties, imposing and outgoing of whatsoever taxes imposed or charged upon the Scheduled Property or upon the occupier in respect thereof from the Commencement Date.
7. The Developer having agreed to hold the Scheduled Property on the terms and conditions hereinafter mentioned. APIIC hereby authorizes the Developer to perform its obligations as detailed in this Agreement. APIIC will not be responsible for any claims arising out of or related to the development of the Project or allotments of the area/plots by the Developer, from any third parties.
8. It is agreed that the Developer shall comply with and abide by the terms and conditions which, without limitation, are expressly set forth in this Agreement, and it is further agreed as follows.
  - a) The Developer has prepared and submitted the final Detailed Project Report ("DPR") (Schedule-2 of this Agreement) to APIIC. The Developer shall use the Scheduled Property for setting up of the Project and the Developer agree that they shall not put up any structure or building other than the approved DPR and as agreed upon through this Agreement. In case of any deviation, the Developer shall take prior permission in writing from APIIC.
  - b) The Developer expressly agree and undertake that the Scheduled Property shall be utilized exclusively for the purpose set forth in this Agreement and that no change shall be made without the written sanction of APIIC. Any unauthorized change shall be treated as a material breach giving APIIC the right to terminate this Agreement.
  - c) The share of the developed/plot area for joint development shall be as follows:

1.	APIIC	_____ Acre ("APIIC's Share")
2.	Developer	Shall keep remaining developed/plot area ("Developer's Share")

All common facilities, including but not limited to internal roads, security infrastructure, administrative offices, boundary walls, electrical transformers, water inlet and outlet systems, designated green zones and plantation areas, rainwater harvesting systems, and non-usable land parcels, shall be expressly excluded from the computation of developed/plot area.

- d) The Developer shall, within 6 (six) months from the Commencement Date, demonstrate proof of availability of funds and achieve financial closure from credible financial institutions. The Developer shall submit to APIIC all relevant term sheets, binding agreements and supporting documentation evidencing such financial closure.

Subject to the prior written consent of APIIC, which shall not be unreasonably withheld, the Developer shall be entitled to mortgage, assign, or otherwise create security over its rights and interests under this Development Agreement in favor of its lenders, solely for the purpose of securing financing for the Project. The Developer shall indemnify and hold harmless APIIC from and against any financial liability, claim or obligation arising out of or in connection with such mortgage or assignment.

Subject to the rights of statutory secured creditors under applicable laws, the Developer agrees that all dues, damages, penalties, or any other amounts payable to APIIC under this Agreement shall have first charge over payments to any shareholder, affiliate, contractor, or unsecured creditor.

Notwithstanding anything to the contrary contained herein, the Developer shall not mortgage, charge, pledge, lien, or otherwise encumber the Scheduled Property in any manner whatsoever. Any breach of this provision shall constitute a material default under this Agreement and shall render this Agreement liable for immediate termination, without the requirement of prior notice, at the sole cost and risk of the Developer.

- e) Within 6 (six) months from the Commencement Date, the Developer shall apply to the competent authorities and procure all necessary approvals, sanctions, permits etc required for commencing the Project implementation. The Developer shall make necessary applications and sign all papers, to appear before the competent authorities to pay necessary fees/premium required and to do all other acts and things as may be necessary for getting the necessary approvals, sanctions, permits etc. APIIC shall provide reasonable support and assistance to the Developer in facilitating the timely procurement of the Critical Clearances required from any Government Instrumentality for implementation and operation of the Project. The Developer shall be solely responsible to obtain and strictly comply with all the statutory and regulatory compliances in implementation of the Project including but not limited to layout approval, environmental clearance, consent for establishment as per pollution control norms, labor welfare obligations, etc. In case of any violation/deviation/non-compliance, APIIC has right to suspend work, impose penalties, or terminate the Agreement at the option of APIIC.
- f) The Developer shall apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally required. The Developer shall incur, pay and bear on its own account all the deposits payable to Electricity and Water Board and any other expenses required for such connections for the development on the Scheduled Property. APIIC shall provide reasonable assistance to the Developer in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Developer than those generally available to commercial customers receiving substantially equivalent services.
- g) Within 30 (thirty) days from the approval of the proposed layout plan, the Developer shall execute a Sharing Agreement with APIIC, clearly delineating the respective allocations of the developed/plot area as mutually agreed in the final Detailed Project Report (DPR). Such allocation shall be guided by the principle of equitable and balanced distribution, ensuring that both the parties receive their proportionate share aligned with fair revenue-generating potential.
- h) The Developer shall Start construction within 6 (six) months from the Commencement Date. The Developer shall implement the Project on the Scheduled Property as per the sanctioned plans and according to specifications and other requirements of the competent authorities and shall employ contractors, architects, structural engineers, surveyors and other professionals as may be required in the implementation of the Project.

- i) The Developer shall implement the Project in accordance with, or exceeding, the baseline specifications provided under the Operational Guidelines for “Andhra Pradesh Policy for establishment of Private Industrial Parks with ‘Plug and Play’ Industrial infrastructure (4.0) 2024-29.
- j) The Developer shall obtain and maintain, at its cost, adequate insurance coverage for construction risks, third-party liability, workmen compensation, fire, and natural calamities. APIIC shall be named as a co-insured or loss payee wherever applicable. Evidence of such insurance shall be provided before commencement of construction and from time to time.
- k) The Developer shall represent before the public, local and/or private authorities in respect of the implementation of the Project and to make such of the actions and things as may be necessary for effectually commencing the construction work and completing the same.
- l) The Developer represents that it is solvent and has no litigation or pending regulatory proceedings which may adversely affect the execution or performance of this Agreement, and shall notify APIIC immediately upon any legal proceedings/Court orders/summons/notices etc.
- m) The Developer shall complete the implementation of the Project within 36 (thirty-six) months from the Commencement Date. The Developer shall have the discretion to execute the Project in multiple phases within agreed timelines. Upon completion of construction activities pertaining to any specific phase within the proposed industrial park, the Developer shall obtain a certificate from a Chartered Engineer confirming the completion of such construction and its conformity with the approved layout plan. This certificate shall be submitted to the Zonal Manager for verification. The Zonal Manager shall thereafter conduct a survey of the Project to ascertain and certify that the implementation of the said phase has been carried out in accordance with the Detailed Project Report (DPR).
- n) Upon completion of the Project or any individual phase thereof, the Developer shall apply for and obtain the requisite completion certificate from the competent authorities, in accordance with applicable laws and regulations.
- o) The Developer shall submit quarterly progress reports to APIIC detailing construction status, approvals obtained, financial utilization report, etc.
- p) The Developer shall put APIIC in possession of 50% (fifty percent) of its share of developed/plot area within 24 (twenty-four) months from the Commencement Date and put APIIC in possession of balance 50% (fifty percent) of its share of developed/plot area after completion of the Project in all aspects.
- q) In the event that the Developer is unable to fulfill any of its obligations within the timelines prescribed under this Agreement due to circumstances beyond its reasonable control, the Developer shall promptly notify APIIC in writing, providing detailed reasons and supporting documentation for such delay. Upon receipt of such notice, APIIC shall assess the reasonableness of the cause and, at its sole discretion, may grant an extension of the relevant timeline without imposing any penalties, provided that the delay is not attributable to the Developer’s negligence or default. However, if the delay is determined to have arisen due to the Developer’s own actions, omissions, or failure to perform its obligations in a timely manner, APIIC shall be entitled to levy penalties on the Developer in accordance with the provisions of this Agreement. Such penalties shall be calculated at the rate of 0.2% (zero-point two percent) of the Performance Security for each day of delay until the fulfillment of the relevant conditions, subject to a maximum of 20% (twenty percent) of the Performance Security. These damages shall be payable within 15(fifteen)

days from the date of fulfillment of the said conditions. The imposition of such damages shall be without prejudice to any other rights or remedies available to APIIC under this Agreement.

- r) The Developer explicitly agrees that the Developer shall have no right or title on APIIC's Share in the developed/plot area and shall ensure that APIIC's Share of the developed/plot area is not encumbered, obstructed, or interfered with in any manner, and shall take necessary steps to protect APIIC's possession and title from claims or disturbance by allottees, third parties, or its own contractors.
- s) APIIC shall have the sole discretion to sell, lease, or market its share either directly or through the Developer, subject to terms and conditions as may be mutually agreed upon in writing. Nothing herein shall confer any automatic right upon the Developer to transact on behalf of APIIC without such written agreement.
- t) The Developer shall have the option to request for allotment of APIIC's Share of the developed/plot area to a prospective allottee / industrial entrepreneur. To exercise this option, the Developer shall submit a written request to APIIC, who shall respond within 30 (thirty) days. The allotment price and the terms shall be determined by APIIC. Upon agreement on the allotment price and terms, the concerned parties shall facilitate the execution of the necessary sale deeds and transfer documents within 60 (sixty) days.
- u) APIIC shall have the option to request for allotment of Developer's Share of the developed/plot area to a prospective allottee / industrial entrepreneur. To exercise this option, the APIIC shall issue a notice to the Developer, who shall respond within 30 (thirty) days. The allotment price and the terms shall be determined by the Developer. Upon agreement on the allotment price and terms, the concerned parties shall facilitate the execution of the necessary sale deeds and transfer documents within 60 (sixty) days.
- v) The Developer shall market and promote the Project.
- w) All marketing materials, sale deeds, and lease deeds pertaining to the Developer's Share shall include a disclaimer clause clearly stating that APIIC shall not be responsible for any misrepresentation, deficiency, or liability arising from such transactions. Further, the Developer shall keep APIIC informed of all sale or lease transactions related to the Developer's Share and shall submit relevant details of such transactions to APIIC in a timely manner.
- x) The Developer shall operate and maintain the Project safely and securely as per the standards to provide the required levels of service to its users.
- y) The Developer shall collect, appropriate and allocate revenue, fees, charges from the users of the Project.
- z) The Developer shall have the right to set and modify periodically the common area maintenance charge, primarily applicable to all intended allottees. Such maintenance charge shall accrue to the Developer for maintaining facilities at the industrial park like security, common area development etc. The Developer shall have the right to levy and collect common area maintenance charges from all the allottees within the Project, for the purpose of covering the costs of maintenance, repairs of infrastructure and facilities.
- aa) The Developer shall be solely responsible for development, operation, upkeep, and maintenance of all internal infrastructure and common facilities within the Project, including but not limited to internal roads, stormwater drainage, water supply systems, electricity distribution infrastructure, sewage and effluent treatment systems, landscaping, green areas, and security infrastructure. The Developer shall maintain such facilities in a manner consistent with applicable industrial standards.



- bb) The Developer shall maintain proper records of all maintenance activities and shall make such records available to APIIC upon request. APIIC or its designated representative shall have the right to inspect the condition of infrastructure, maintenance and facilities within the Project at reasonable intervals and issue directions for improvement, which the Developer shall comply with at its cost.
- cc) The Developer shall pay all dues under the Agreement to APIIC and other competent authorities.
- dd) The Developer shall keep the Project in good condition.
- ee) The Developer shall not make or permit any alterations or additions to the approved plans including digging open wells/ sinking bore wells or excavating sub-soil for any other purpose without obtaining the previous consent in writing of APIIC.
- ff) The Developer shall not allow or permit the usage of the Scheduled Property in such a way as to cause nuisance, annoyance or inconvenience to the users of the Project.
- gg) The Developer shall permit APIIC or their agent or officers with or without workmen at all reasonable times, with prior notice to the Developer, to enter upon the Scheduled Property to view the conditions thereof and upon notice given by APIIC to effect repairs in accordance with such notice at the cost of the Developer.
- hh) The Developer shall not obstruct flow of natural courses of water flowing through the land if any existing in the Scheduled Property except in accordance with applicable rules and regulations of the government.
- ii) The Developer shall not transfer or change the ownership or constitution of the business relating to the Project, prior to the fifth anniversary of the Project Completion Date, without obtaining prior written approval from of APIIC. This restriction shall apply to both direct and indirect transfers, including any change in shareholding, merger, or transfer of controlling interest in the Developer. Any such transfer made without the prior written consent of APIIC shall constitute a material breach of this Agreement and may result in its termination.
- jj) The Developer shall be solely responsible for any injury, death, loss, or damage caused to any person, including workmen, labourers, employees, or to any machinery, equipment, or property arising out of or in connection with the execution of the Project. APIIC shall not be liable in any manner whatsoever, and the Developer shall ensure full and timely compensation to the affected parties at its own cost, in accordance with applicable laws.
- kk) The Developer shall indemnify, defend and hold harmless APIIC from and against all claims, losses, liabilities, suits, damages, costs, or expenses arising out of or in connection with
  - a. any breach of obligations under this Agreement;
  - b. third-party claims from allottees;
  - c. violation of applicable laws; and
  - d. environmental or labour non-compliance.
- ll) That APIIC is competent to enforce the compliance with all the rules and regulations and the provisions of any other act in force in respect of the Project and the Developer shall be responsible for complying at its cost with all instructions issued from time to time in this regard.
- mm) APIIC shall be entitled to independently develop, sub-lease, or monetize its share of developed/plot area at its discretion without requiring any consultation or approval from

the Developer.

- nn) That the Developer or the persons engaged by them will have reasonable access to all common services and common facilities provided in the Industrial Area and the Developer shall make good any loss due to damage caused to any common services and common facilities in the Project.
- oo) The Performance Security shall be released to the Developer on payment of all dues to APIIC with interest including any penalties or charges as stipulated from time to time by APIIC and after completion of the project as stipulated below.
- pp) The Performance Security shall be released upon 100% (hundred percent) construction completion of the proposed industrial park as per the Detailed Project Report prepared by the Developer. The Developer shall achieve Project Completion Date within 36 (thirty-six) months from the Commencement Date. In case of failure to comply with this timeline, APIIC shall have right to cancel this Agreement and to resume the unused Scheduled Property apart from deducting the occupation charges specified in this Agreement.
- qq) The Developer represents that no undue influence, fraud, or corrupt practice has been employed in the securing or performance of this Agreement. Any breach of this clause shall render the Agreement voidable at the sole discretion of APIIC, without prejudice to other legal remedies.
- rr) That if the Developer commits breach of the any of the covenants herein contained, this Agreement shall stands determined without any notice, thereupon the Developer will be treated as an encroacher and a trespasser who will have no right whatsoever in the Scheduled Property under these presents and it shall be lawful for APIIC to re-enter upon the Scheduled Property and resume the possession thereof and also of the buildings/structures standing thereon, the transfer made in favour of the Developer under these presents shall become null and void and all rights of the Developer in the Scheduled Property under this Agreement and any buildings/structures therein shall at once cease and determined. Upon such re-entry, APIIC shall not be liable for any loss of investment, goodwill, or projected revenue to the Developer. All rights of the Developer shall stand extinguished, and no compensation shall be payable. All improvements, structures, and additions made by the Developer shall vest with APIIC upon termination, without any obligation to compensate the Developer.

In such event of resumption of the Scheduled Property, the Performance Security submitted by the Developer shall remain forfeited towards use and occupation of the Scheduled Property to the extent set forth in the table below. APIIC shall release the Performance Security subject to the deduction of Occupation charges (as the percentage of the Performance Security amount) taking into account the period of occupation of the Scheduled Property as follows:

<b>Occupation period (No. of month from the date of handover of possession)</b>	<b>Occupation charges (as the percentage of the Performance Security amount)</b>
<b>Up to 12 month</b>	<b>10%</b>
<b>24 month</b>	<b>10% + 10% = 20%</b>
<b>36 month</b>	<b>10% + 10% + 10% = 30%</b>

<b>Occupation period (No. of month from the date of handover of possession)</b>	<b>Occupation charges (as the percentage of the Performance Security amount)</b>
<b>Above 36 month</b>	<b>30% + 10% for each of the additional year or part thereof.</b>

If there are any buildings/structures on the Scheduled Property, APIIC may at its option, either refund the cost as assessed by it after the assessed cost is collected from the incoming party or otherwise direct the Developer to remove the buildings/structures at their cost within such time as may be allowed by APIIC.

- ss) The Developer shall comply with any further conditions, directions, or stipulations to ensure optimum utilization of the land under development and to ensure that the industry standards for similar projects are met. Provided always, and it is expressly agreed and understood, that such conditions shall be binding on the Developer and deemed to form an integral part of this Agreement without requiring any separate amendment or execution.
9. APIIC shall not be liable for any loss, damage, or claims arising out of or in connection with the Project, including but not limited to delay, defect, deficiency, or failure in services, marketing, or sale by the Developer. Under no circumstances shall APIIC be liable for any indirect, incidental, consequential, or exemplary damages, or loss of profit or business, arising from this Agreement.
10. Neither Party shall be liable for failure to perform obligations under this Agreement if such failure is due to Force Majeure, which shall mean war, natural calamities, or government-imposed prohibitions beyond the control of the affected Party. The Developer shall notify APIIC in writing within 7 days of such Force Majeure event and the developer shall resume the work within the 7 days from the date of closure of Force Majeure event. In case if the Developer fails to resume the work after 7 days of the end of Force Majeure event then the APIIC shall have the right to terminate the Agreement at its sole discretion without any liability on APIIC. In case of such termination due to Force Majeure, the developer must handover the possession of the scheduled property to APIIC within 15 (fifteen) days from the date of Termination without any raising any objection or/and delay or/and demure.
11. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, such provision shall be deemed severed, and the remaining provisions shall continue in full force and effect.
12. No waiver by APIIC of any default or breach by the Developer shall be deemed a waiver of any subsequent default or breach. Failure by APIIC to enforce any right shall not be construed as a waiver thereof.
13. No amendment or modification of this Agreement shall be valid unless made in writing and executed by both Parties. APIIC shall have the sole discretion to accept or reject any proposed amendment.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
15. All the costs and expenses of an incidental to the preparation, execution and registration of this Agreement shall be paid by the Developer.
16. In all the matters of doubts concerning and in respect of this indenture, the decision of APIIC shall be final and binding on the Developer and any default by the Developer there of shall be deemed to be breach of the terms of this indenture.

17. In case of any dispute, either Parties shall attempt to resolve such dispute through mutual discussions by issuing a 30 (thirty) days written notice to the other party. Only upon failure of such discussions, the dispute shall be referred to arbitration. All disputes arising out of or in connection with this Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a panel of three arbitrators: one arbitrator shall be nominated by each Party, and the two arbitrators so appointed shall jointly nominate the third presiding arbitrator. The arbitration proceedings shall be conducted in the English language. The seat and venue of arbitration shall be Vijayawada, Andhra Pradesh.
18. The courts at Vijayawada, Andhra Pradesh shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

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

Signed, Sealed and Delivered

For and on behalf of APIIC

Of the first part

Signed, Sealed and Delivered

For and on behalf of the Developer

Of the first part

Signature

Signature

Name

Name

Designation

Designation

Seal:

Seal:

In the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

In the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

**SCHEDULE-1: Description of the Scheduled Property**

Land measuring \_\_\_\_\_ Acre situated at \_\_\_\_\_ [Village], \_\_\_\_\_ [Mandal],  
\_\_\_\_\_ District in Survey Numbers as per the list below is bounded by:

**Survey Numbers :** \_\_\_\_\_

NORTH : \_\_\_\_\_

SOUTH : \_\_\_\_\_

EAST : \_\_\_\_\_

WEST : \_\_\_\_\_

WITNESSES:

For and on behalf of APIIC

1)

2)

WITNESSES:

For and on behalf of Developer

1)

2)

**SCHEDULE-2: Detailed Project Report**

*[Note: APIIC shall examine the DPR in order to verify whether the DPR adheres to the general guidelines (as specified in the RFP) for development of the Project. The Selected Bidder shall obtain relevant approvals for the layout plan from the concerned authorities. The Developer shall submit a copy of all Approvals and Critical Clearances to APIIC.]*