

ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED

(A Govt. of Andhra Pradesh Undertaking)



Request for Proposal

for

**Selection of a Developer for Development, Operation and
Maintenance of 253.48 Acre Industrial Park at Kuderu
Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh
through a Development Agreement [2nd Call]**

March 2026

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)

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

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1. NOTICE INVITING BID

1.	Name of the Work	Selection of a Developer for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement.
2.	NIT/RFP Issue Date	09.03.2026
3.	Bid documents downloadable from date	09.03.2026
4.	Last date & time for submission of Proposal (Proposal Due Date) (PDD)	On or before 22.03.2026 by 3:00 PM on the e-procurement portal of AP www.apecurement.gov.in
5.	Date & time for opening of Technical Proposal	At 3:30 PM on 22.03.2026
6.	Bid Processing Fee (Non-refundable)	Non-Refundable Bid Processing Fee of ₹10,000 (Indian Rupees Ten thousand only) excluding 18% GST to be paid through online mode. Scanned copy of online payment receipt to be uploaded in the e-procurement portal of AP www.apecurement.gov.in For further details refer Section 7.10.1 of the RFP.
7.	Bid Security (Refundable)	Bid Security of ₹1,30,00,000 (Indian Rupees One crore thirty lakhs only) to furnish the Bank Guarantee for the same as per the format provided in this RFP. For further details refer Section 7.10.2 of the RFP.
8.	Procedure for Proposal submission	<ol style="list-style-type: none"> Proposals shall be submitted online on www.apecurement.gov.in Bidders should register themselves free of cost on AP e-Procurement portal i.e., www.apecurement.gov.in

Request for Proposal for Selection of a Developer for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement [2nd Call]

		<ol style="list-style-type: none">3. Bidders can login to e-Procurement portal in secure mode only by signing with the Digital Certificates.4. Bidders who are desirous of participating in the Selection Process shall submit their Technical Proposal, Business Proposal & Financial Proposal as per the standard formats available at www.apecurement.gov.in5. Bidders should sign, scan and upload the Technical Proposal (Exhibit-1 to 6 of the RFP), Business Proposal (Exhibit-7 of the RFP) & Financial Proposal (Exhibit-8 of the RFP). Bidders shall have the signature of Authorized Representative & affix its stamp on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/ authenticity.6. Financial Proposal should be submitted online only and strictly as per Exhibit-8
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2. DISCLAIMER

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

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

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

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

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

The issue of this RFP does not imply that APIIC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and APIIC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by APIIC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APIIC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

3. LIST OF ABBREVIATIONS

APIIC	Andhra Pradesh Industrial Infrastructure Corporation Limited
Ac	Acre
DPR	Detailed Project Report
GoAP	Government of Andhra Pradesh
LoA	Letter of Award
MOU	Memorandum of Understanding
RFP	Request for Proposal
SPV	Special Purpose Vehicle
sqm	Square Meter
PPP	Public Private Partnership

4. DEFINITIONS

4.1 AGREEMENT

The 'Development Agreement' that would be entered between APIIC and the Developer.

4.2 BID

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

4.3 BIDDER

Bidding Entity or Bidding Consortium, as defined below.

4.4 BIDDING ENTITY

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

4.5 BIDDING CONSORTIUM

If the bid for the Project is made by more than one entity, then this group of entities shall be referred to as a Bidding Consortium.

4.6 COMMENCEMENT DATE

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

4.7 CONSORTIUM MEMBER

Each entity in the Bidding Consortium shall be referred to as a Consortium Member.

4.8 CRITICAL CLEARANCES

All such clearances, licenses and permits, the obtaining of which are necessary for the implementation of the Project.

4.9 DEVELOPER

Developer shall mean the corporate entity to be floated by the Selected Bidder under the Indian Companies Act 2013, to serve as the Special Purpose Vehicle for the execution of the Project. In the event that the Selected Bidder is a Consortium, the Consortium Members would be required to form the Developer with the same representative equity stock holding as was proposed by the Consortium Members in their Bid and reflecting the same roles and responsibilities detailed in the MOU submitted with the Bid, there shall not be any change in equity holding without prior approval of APIIC. The Agreements will be executed by APIIC with the Developer.

4.10 ELIGIBILITY CRITERIA FOR FINANCIAL CAPABILITY

The eligibility criteria for financial capability as set out in Section 8.2.3 of this RFP

4.11 FINANCIALLY SIGNIFICANT CONSORTIUM MEMBER

A Consortium Member having more than 26% (twenty six percent) shareholding in the Bidding Consortium would be considered as a Financially Significant Consortium Member.

4.12 LEAD MEMBER

In case of a Bidding Consortium, members of the Bidding Consortium shall nominate one of the Financially Significant Consortium Member as the Lead Member, who shall have an equity share of at least 51% (fifty one percent) paid up and subscribed equity of the Developer.

4.13 MEMORANDUM OF UNDERSTANDING

The memorandum of understanding as described in Section 15/ Exhibit-5 of this RFP.

4.14 PROJECT

The Project consists of Large Industrial Park to be developed over an extent of 253.48 Acre land at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement. The Project shall be developed as per the specifications laid out in Annexure-1 of this RFP. The Project is to be developed as per the terms of this RFP and all items contracted to be created as per Agreement to be signed with the Selected Bidder.

4.15 PROJECT COMPLETION DATE

Project Completion Date is the date of completion of the Project implementation as per the provisions of the Agreement to be entered between APIIC and the Developer.

4.16 REQUEST FOR PROPOSAL

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

4.17 RUPEES (Rs.)

The official currency of the Republic of India.

4.18 SELECTED BIDDER/ PREFERRED BIDDER

The Bidder finally selected to develop the Project.

4.19 TECHNICAL MEMBER

In case of a Bidding Consortium, a member who brings in substantial/ part project experience over and above the minimum Project experience as specified in RFP to qualify the consortium's proposal for the Bid shall be designated as the Technical Member.

5. INTRODUCTION AND BACKGROUND

5.1 INTRODUCTION

Andhra Pradesh is one of the most progressive, forward-looking and advanced states in the country when it comes to infrastructure development & employment generation efforts. Andhra Pradesh Industrial Infrastructure Corporation Limited (the “**APIIC**” or the “**Authority**”), fully owned by the GoAP, is a progressive organization responsible for development of Industrial Infrastructure in the state of Andhra Pradesh. APIIC is known for creating landmark infrastructure projects in the state, which are fueling the economic growth in the state.

In order to achieve the key target of developing vibrant and efficiently functioning industrial areas, APIIC has taken up the task of identifying suitable opportunities for developing industrial park projects through private sector participation.

5.2 PROPOSED PROJECT

With above background, APIIC has planned for the development of a Large Industrial Park on Public Private Partnership (“**PPP**”) basis, for this purpose, a land parcel of 253.48 Acre is identified and it is proposed to select a developer for development, operation and maintenance of Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement (“**Project**”) which shall cater to the demands of Industrial entrepreneurs in the region. APIIC has decided to undertake the development of the Project through PPP mode and has decided to carry out the bidding process for selection of a private entity to whom the Project may be awarded as per the terms and conditions laid down in this Request for Proposal (“**RFP**”). The Bidding Documents can be downloaded from the website www.apecurement.gov.in.

For this purpose, Proposals are invited from Bidders with the objective to select a developer, having the financial capability, project management and development experience to successfully develop, finance, build, operate & maintain the Project and who offers the best commercial terms to APIIC.

APIIC proposes to enter into an Agreement with the Bidder having the required strengths to:

- Design, finance and construct the proposed Project
- Operate and maintain the Project effectively.
- Market the Project to achieve optimum levels of capacity utilization and efficient, cost-competitive, value-added service to the users.

Towards this end, APIIC invites proposals from interested parties for implementation of the Project as per the terms and conditions of this RFP.

5.3 PROJECT STRUCTURE

APIIC would entrust and hand over to the Selected Bidder, the right of development of the Project on the Scheduled Property. The relationship between APIIC and the Selected Bidder would be set forth and described under the terms and conditions of the Agreement to be entered between APIIC with the Developer. Further, the Selected Bidder can avail the incentives available under “**Andhra Pradesh Policy for establishment of Private Industrial Parks with ‘Plug and Play’ Industrial infrastructure (4.0) 2024-29**”. The general guidelines for development of the Project are specified in Annexure-1 of this RFP.

5.3.1 Responsibilities of the Selected Bidder

The Selected Bidder shall be entirely responsible for:

- a) Submission of Performance Security to APIIC (as detailed in Annexure-2 of this RFP) within 30 (thirty) days from the issuance of Letter of Award (LoA) by APIIC.
- 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.

APIIC and the Selected Bidder shall mutually agree on identification of their respective share of developed/plot area. APIIC shall reserve the right to solicit any clarifications to the DPR and suggest modifications to the Project specifications which may result in a change in the Project Cost up to a maximum of 5% (five percent) as compared to the one estimated in the DPR. In case APIIC do not solicit any clarifications/ modifications to the DPR submitted by the Developer within 15 (fifteen) days of such submissions, the DPR shall be deemed to have been approved by APIIC. Review of DPR by APIIC is solely 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 all relevant approvals for the layout plan from the concerned authorities.

- c) 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.
- d) Procurement of all necessary approvals, sanctions, permits etc required for commencing and implementing the Project within 6 (six) months from the Commencement Date.
- e) 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 receive their proportionate share aligned with fair revenue-generating potential.
- f) Start construction within 6 (six) months from the Commencement Date.
- g) Implementation of the Project as per specifications and time schedule given in the RFP & subsequently in the Agreement.
- h) Achievement of Project Completion Date within 36 (thirty six) months from the Commencement Date.
- i) Put APIIC in possession of 50% (fifty percent) of its share of developed/plot area within 24 (twenty-four) month from the Commencement Date and after completion of the construction in all aspects, put APIIC in possession of balance 50% (fifty percent) of its share of developed/plot area.
- j) Marketing and promotion of the Project.
- k) Operation and maintenance of the Project safely and securely as per the standards to provide the required levels of service to its users.

- l) Upkeep of safety and quality standards at all amenities of the Project.
- m) Collection, appropriation and allocation of revenue, fees, charges from the users of the Project.
- n) Payment of all dues under the Agreement to APIIC and other competent authorities.

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

5.3.2 Role of APIIC

- a) Handover the possession of the Scheduled Property to the Selected Bidder
- b) Execute a registered General Power of Attorney in favour of the Developer authorizing him for:
 - Securing various statutory clearances, sanctions, permissions, No Objection Certificates, etc., as may be required to implement the Project on the Scheduled Property.
 - Entering into agreements of sale/lease with respect to entitlement of the Developer's share of plotted area in the Scheduled Property and to receive sale/lease consideration, appropriate the same, execute sale/lease deeds in favour of prospective purchasers/lessees.
- c) 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
- d) Provide reasonable assistance to the Selected Bidder in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Selected Bidder than those generally available to commercial customers receiving substantially equivalent services
- e) Procure External Infrastructure upto the boundary of the Scheduled Property.

5.3.3 Conditions Precedent for executing Agreement and handover of the possession of the Scheduled Property to the Selected Bidder.

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:

- a) 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.
- b) 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.
- c) 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 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.

5.3.4 Conditions Precedent for release of Performance Security

The Performance Security of the Selected Bidder shall be released upon 100% (hundred percent) construction completion of the proposed industrial park as per the Detailed Project Report prepared by the Selected Bidder. The Selected Bidder 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 the 'Development Agreement' and to resume the unused Scheduled Property apart from deducting the occupation charges from the Performance Security, as specified in the 'Development Agreement'.

Upon construction completion of the proposed industrial park, a certificate shall be obtained by the Developer from Chartered Engineer, about the construction activities completed and whether the construction is as per the approved layout plan and the same shall be furnished to the Zonal Manager for verification. The Zonal Manager shall get the Project surveyed to certify the project implementation, if completed as per the DPR.

5.4 PROJECT CONCEPT

The basic project concept conceived by APIIC requires the Selected Bidder to develop an Industrial Park as per the terms of this RFP and all items contracted to be created as per Agreement to be signed with the Selected Bidder. Bidders may develop their own design and draw up their estimates of cost. The Bidders shall provide information concerning this as per the format specified in Exhibit-7.

5.5 CONFORMANCE TO STANDARDS

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

- Project Design and Layout as approved by Competent Authority.
- Statutory guidelines issued by Central / State / Local Authority (ies) for Industrial Parks.
- Compliance with relevant Zoning Regulations.
- Environmental Standards and Pollution Control Norms as laid down by Central / State Pollution Control Board.
- Standards / Restrictions as laid down by the relevant Central / State / Local Authority (ies) for proper treatment and discharge of solid and liquid waste.
- Guidelines for adoption of Rainwater management systems to recharge ground water and reduce run-off.
- Existing local development controls, under law for the time being in force shall be binding if they are more limiting than the Project Specifications.

5.6 APPROVALS AND SUPPORT OF APIIC TO THE PROJECT

It shall be the responsibility of the Selected Bidder to secure all necessary approvals, sanctions, permits etc. from the concerned authorities for development & operation of the project at its cost and expense. APIIC shall provide reasonable assistance to the Selected Bidder in obtaining clearances and approvals.

5.7 COMMITMENT TO A FAIR AND TRANSPARENT PROCESS

APIIC is keen to ensure that the process leading to the selection of the Bidder is fair, transparent, efficient, interactive, and protects the confidentiality of the information shared by Bidders with it. The selection process has been designed keeping these objectives in mind, and APIIC shall take all steps to ensure that the above objectives are realized.

5.8 MISCELLANEOUS

5.8.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Vijayawada] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

5.8.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) accept or reject any Bid and to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof;
- c) consult with any Bidder in order to receive clarification or further information;
- d) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
- e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid the Bidder agrees and releases the Authority, its employees, agents and advisers are irrevocably, unconditionally, fully and finally indemnified from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6. DESCRIPTION OF THE SELECTION PROCESS

6.1 SELECTION PROCESS

The submission of Bids by interested parties in response to the Request for Proposal is as indicated below:

- a. Technical Proposal
- b. Business Proposal
- c. Financial Proposal

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

6.2 RESPONSIVENESS OF BID

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

- It is not received within the time and date specified.
- It does not include sufficient information for evaluation and/or is not in the formats specified or incomplete in any respect.
- It is not signed and/or sealed in the manner and to the extent indicated in Section 7 of this RFP.
- It is not accompanied by the requisite Bid Processing Fee and/or the valid Bid Security.

Following is the process of Evaluation of Responsive Bids.

6.3 STEP 1 EVALUATION OF TECHNICAL PROPOSAL (Pre-qualification)

The Evaluation Criteria for the Technical Proposal and the information to be submitted are detailed in Section 8 and Exhibit-6 of this RFP.

6.4 STEP 2 EVALUATION OF BUSINESS PROPOSAL

The Evaluation Criteria for the Business Proposal and the information to be submitted are detailed in Section 9 and Exhibit-7 of this RFP.

6.5 STEP 3 EVALUATION OF FINANCIAL PROPOSAL

The evaluation criteria for assessment of the Financial Proposal are described in Section 10. The format for the Financial Proposal is specified in Section 18 / Exhibit-8 of this RFP. The Financial Proposal of the bidders shall be evaluated as detailed in Section 10 of this RFP. A ranked list of Bidders based on the results of the evaluation, as detailed in Section 10 of this RFP, would be prepared for selection of the top ranked Bidder.

6.6 TIME TABLE AND MILESTONES

S. No.	Milestones	Schedule
1.	Issuance of RFP	09.03.2026
2.	Last date for receiving queries/clarifications. Bidders who are interested to participate in Pre-Bid Meeting should confirm the same by sending an email conformation (Refer Section 7.3)	23.03.2026
3.	Pre-bid Meeting with prospective bidders through Video Conference (Refer Section 7.3)	26.03.2026
4.	Publication of APIIC's responses on queries on www.apecprocurement.gov.in and Official website of APIIC (specified in this Section 6.6)	01.04.2026
5.	Proposal Due Date - Last date for submission of Proposals/Bids on <u>e-procurement portal</u> (Specified in Section 7.5.5)	22.04.2026
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	23.04.2026
7.	Opening of Technical Proposal and Business Proposal	On Proposal Due Date

Notice regarding the date of opening of Financial Proposal shall be duly intimated to all the Bidders passed in evaluation of Technical Proposal and Business Proposal.

In order to enable APIIC meet the target dates, Bidders are requested to respond expeditiously to clarifications, if any, requested during the evaluation process. APIIC will adhere to the above schedule to the extent possible. APIIC, however, reserve the right to modify the same. Intimation to this effect will be posted on the Official Website (http://www.apiic.in/downloads_tenders.html) for the benefit of all Bidders.

7. PROCEDURES TO BE FOLLOWED

7.1 REPLIES TO CLARIFICATIONS

APIIC shall prepare a response to all the queries received on or before the date mentioned in Section 6.6. APIIC will post the reply to all such queries on the Official Website (specified in Section 6.6) and on the e-procurement portal without identifying the source of queries. APIIC reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging APIIC to respond to any question or to provide any clarification.

Bidders are advised that their Bids be completely devoid of any conditions, whatsoever. Conditions, if any, may be addressed in writing before Proposal Due Date mentioned in Section 6.6 of this RFP. In respect of conditions received, the following shall apply:

1. APIIC reserves the right not to consider any condition that in the sole discretion of APIIC, is found unacceptable.
2. If in APIIC's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by APIIC and the "Common Accepted Conditions" will be made available to all Bidders by posting it on the Official Website (specified in Section 6.6 of this RFP).
3. In respect of suggestions / alterations proposed in any aspects of the Project, APIIC will consider them and the result will be made available to all Bidders by posting it on the Official Website (specified in Section 6.6 of this RFP).
4. In case any conditions accepted by APIIC has material impact on the proposal, the bidding process will be annulled, and fresh proposals will be invited.

At any time prior to the deadline for submission of Bids, APIIC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum/ Amendment and posting it on the Official Website of APIIC (specified in Section 6.6 of this RFP) and on the e-procurement portal.

7.2 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, shall be addressed to:

Sri E. Pratap

Executive Director (South)

Andhra Pradesh Industrial Infrastructure Corporation Limited

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

Phone No.: [0863-2381850](tel:0863-2381850) Ext. 228

Email: investments-ap@apiic.in

7.3 PRE-BID MEETING

Pre-Bid meeting of the Bidders shall be convened at the designated date and time. Bidders who are interested to participate in Pre-Bid Meeting should confirm the same by sending an email conformation to the email ID provided at Section 7.2 of this RFP. The email confirmation shall be sent or before the date mentioned in Section 6.6 of this RFP. Invitation to the meeting will be sent against the receipt of email conformation only. Pre-Bid meeting will be conducted in Video Conference Mode.

During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of APIIC. APIIC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7.4 SITE VISIT AND SURVEY

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

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

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

7.5 SUBMISSION OF THE BID

7.5.1 Procedure for e-tendering

Accessing/ Purchasing of Bid documents

- a. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory/ Firm or Organization/ Owner of the Firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Authority. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder Capacity / in case of Consortium in the Lead Member capacity. as applicable). The Bidder shall submit document in support of the class III DSC. The Authorized Signatory holding Power of Attorney shall only be the Digital Signatory. In case Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the BID shall be considered non-responsive.
- b. To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Consortium with e-procurement portal of AP(www.apecurement.gov.in) to have user ID & password
- c. If the firm / Consortium is already registered with e-tendering service provider of the APIIC, and validity of registration is not expired the firm / Consortium is not required a fresh registration

d. The complete Bid document can be viewed/ downloaded by the Bidder from e-procurement portal of AP (www.apecurement.gov.in)

7.5.2 Technical Proposal

The information to be submitted by the Bidders in the Technical Proposal is described in Section 8 of this RFP.

The Bidder shall submit the Technical Proposal online through e-procurement portal www.apecurement.gov.in as per the prescribed format along with the Annexes, Exhibits and supporting documents. The Bidder shall also submit one (1) hard copy of the Original Technical Proposal in a sealed envelope, which shall be inscribed as under:

“Cover 1 -Technical Proposal

Submitted by: _____ . (Name of Bidder)”

7.5.3 Business Proposal

The information to be submitted by the Bidders in the Business Proposal is described in Section 9 of this RFP.

The Bidder shall submit the Business Proposal online through e-procurement portal www.apecurement.gov.in as per the prescribed format as per this RFP. The Bidder shall also submit one (1) hard copy of the Original Business proposal in a sealed envelope, which shall be inscribed as under:

“Cover 2 -Business Proposal

Submitted by: _____ . (Name of Bidder)”

7.5.4 Financial Proposal

The Bidders shall be required to upload their Financial Proposal on www.apecurement.com as per the prescribed format in this RFP. The Financial Proposal should be submitted online only.

7.5.5 Submission of the Bid

The Bid comprising of Technical Proposal, Business Proposal & Financial Proposal of the RFP shall be submitted online through e-procurement portal www.apecurement.gov.in on or before as specified in Section 6.6 of this RFP. The bid submitted online shall be considered as the final and legally binding offer for the purpose of evaluation and award.

Hard Copy of the Original Proposal comprising Technical Proposal and Business Proposal shall be submitted on or before as specified in Section 6.6 and at the address provided in this Section 7.5.5 in the manner and form as detailed in this RFP. The Technical and Business Proposal organized as above, shall be placed in a sealed outer envelope with the following inscription:

“Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement”

Name of the Bidder: _____

The cover should be addressed to:

Sri E. Pratap

Executive Director (South)

Andhra Pradesh Industrial Infrastructure Corporation Limited

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

Phone No.: [0863-2381850](tel:0863-2381850) Ext. 228

Email: investments-ap@apiic.in

The envelope shall bear on top, the following:

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

If the envelope is not sealed and marked as instructed above, APIIC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

The Bidder can submit the Original Proposal (Cover 1 and Cover 2) by registered post/ courier or submit the Bid in person, so as to reach the designated address by the time and date stipulated in Section 6.6 of this RFP.

In the event of any discrepancy between the online submission and the hard copy submission, the online submission shall prevail.

7.5.6 Late Bids

E-procurement portal (www.apecurement.gov.in) shall not allow submission of any Bid after the prescribed date and time at Section 6.6. Physical receipt of Original Proposal after the prescribed date and time at Section 6.6 shall not be considered and the bid shall be summarily rejected. APIIC shall not be responsible for any delay in submission of the Bids. Any Bid received by APIIC after the deadline for submission of the Bids stipulated in Section 6.6 of this RFP shall not be opened.

7.6 INITIALLING OF THE BIDS

Each page of the Bid should be initialled by the Authorized Representative and Signatory of the Bidding Entity/ Bidding Consortium.

7.7 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this Request for Proposal or those that do not contain the documents as per the specified formats may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
3. For a Bidding Consortium, the Bid submitted by the Consortium should contain signed letters submitted by each of the Consortium Members, stating that the entire Bid has been examined and each key element of the Bid is agreed to, in the format as specified in

Exhibit-2.

4. In case a Bidding Consortium is identified as the Selected Bidder, the Lead Member shall continue to remain the representative of the Developer and shall be responsible to APIIC for the fulfilment of all contractual obligations binding on the Developer.
5. All communications and information should be provided in writing and in English language only.
6. The metric system shall be followed for all units of measurement.
7. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
8. No change in or supplementary information to a Bid shall be accepted once submitted. However, APIIC reserves the right to seek additional information from the Bidders, if found necessary during the course of evaluation of the Bid. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by APIIC, the Bid would be evaluated solely on the basis of the available information.
9. The Bids shall be evaluated as per the criteria specified in this RFP. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, APIIC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all the Bidders.
10. The Bidder should designate one person ("Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with APIIC. The "Authorized Representative and Signatory" shall hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
11. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
12. For a Bidding Consortium, no change in the membership of the consortium, in responsibilities or in equity commitments of any Consortium Member whose strengths are being credited for evaluation, shall be permitted after submission of the Bid.
13. 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. In case of Consortium,
 - (i) The Technical Member would be required to commit to hold a minimum equity stake equal to 26% (twenty six percent) of the aggregate shareholding of the Developer at least till the fifth anniversary of Project Completion Date.
 - (ii) The Financially Significant Consortium Member would be required to commit to hold a minimum equity stake equal to 26% (twenty six percent) of the aggregate shareholding of the Developer, at least till the fifth anniversary of Project Completion Date.
 - (iii) In case the Technical Member is also a Financially Significant Consortium Member, then such member is required to commit to hold a minimum equity stake equal to

26% (twenty six percent) of the aggregate shareholding of the Developer, at least till the fifth anniversary of Project Completion Date.

(iv) In any case, notwithstanding the above, the Lead Member, shall not be allowed to change its equity contribution, if it results in its equity holding becoming less than 51% (fifty one percent) at any time till the fifth anniversary of Project Completion Date.

14. The Bidder / Consortium should submit a letter along with the Board Resolution confirming to invest the required equity in the project
15. APIIC reserves the right to vet and verify any or all information submitted by the Bidder.
16. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by APIIC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of APIIC and if APIIC is adequately satisfied.
17. The Selected Bidder would be required to form a Special Purpose Vehicle of the nature of the 'Developer' as was defined in the Section 4.9 of this RFP for the implementation and operations of the project.
18. The Bidder shall be responsible for all the costs associated with the preparation and submission of the Bid. APIIC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
19. A Bidder shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APIIC shall be entitled to forfeit and appropriate the Bid Security or the Performance Security submitted by the Selected Bidder, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by APIIC and not by way of penalty for, inter alia, the time, cost and effort of APIIC, including consideration of such Bidder’s proposal (the **“Damages”**), without prejudice to any other right or remedy that may be available to APIIC under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
 - i. the Bidder, its Consortium Member or Associate (or any constituent thereof) and any other Bidder, its Consortium Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Consortium Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Consortium Member or Associate, as the case may be) in the other Bidder, its Consortium Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Section 7.7.(19), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **“Subject Person”**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject

always to sub-section (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-section (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Consortium Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Consortium Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Consortium Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- vi. such Bidder or any Associate thereof has participated as a consultant to APIIC in the preparation of any documents, design or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an **"Associate Office"**; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Bidder (the **"Associate"**); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Bidder solely due to the reason of forming such consortium. As used in this definition, the expression **"control"** means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

7.8 FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the Letter of Award (LoA) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, APIIC may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, false statement, misrepresentation, restrictive practice in the bidding process or has

violated the terms of the Bid. In such an event, APIIC shall be entitled to cancel the Bid and forfeit and appropriate the Bid Security or the Performance Security submitted by the Selected Bidder, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to APIIC under the Bidding Documents and/or the Agreement, or otherwise. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount.

Without prejudice to the rights of APIIC hereinabove and the rights and remedies which APIIC may have under the LoA or the Agreement, or otherwise if a Bidder or Selected Bidder, as the case may be, is found by APIIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Selected Bidder, as the case may be, shall not be eligible to participate in any tender or RFP issued by APIIC during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by APIIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Section 7.8, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of APIIC who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of APIIC, shall be deemed to constitute influencing the actions of a person connected with the bidding process);
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by APIIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

7.9 VALIDITY OF TERMS OF THE BID

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

such a request. The request and response shall be in writing. A Bidder accepting APIIC's request for extension of validity shall not be permitted to modify its Bid in any other respect.

7.10 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS AND SELECTED BIDDER

7.10.1 Bid Processing Fee

Bidders are requested to pay a non-refundable Bid Processing Fee for an amount specified in the Annexure-2 of this RFP. This will be paid through online mode. Scanned copy of online payment receipt to be uploaded in the e-procurement portal of AP (www.apecurement.gov.in). Bids that are not accompanied by the above bid-processing fee shall be rejected by APIIC as non-responsive.

7.10.2 Bid Security

Bidders are required to submit a Bid Security for an amount specified in the Annexure-2 of this RFP valid for 6 (six) months from the last date for submission of the Bid and shall accompany Technical Proposal. The Bid Security shall be in the form of a Bank Guarantee from any Scheduled Bank. In case of Foreign Bidders, the Bank Guarantee shall have to be from the corresponding local branch of the Foreign Bank. The form of the Bank Guarantee shall be as per the Format indicated in Exhibit-3.

Bids, which are not accompanied by the above bid security, shall be rejected by APIIC as non-responsive. APIIC shall reserve the right to forfeit the Bid Security (by invoking the Bank Guarantee) under the following circumstances:

- a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 7.8 of this RFP;
- b) If the Bidder withdraws the bid at any time during the stipulated period of Bid validity as per Section 7.9 of this RFP (or as may be extended)
- c) If the Bidder, for the period of Bid validity: (i) In APIIC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP and/or subsequent communication from APIIC in this regard and/or (ii) Fails or refuses to execute the Letter of Award (in the event of the award of the Project to it) and/or (iii) Fails or refuses to submit the Performance Security within the stipulated time and/or (iv) Fails or refuses to sign the Agreement. It is clarified that the APIIC shall not be entitled to forfeit the Bid Security and the Bid Security shall be returned to the Selected Bidder in the circumstances mentioned in the Section 5.3.3 (c) of the RFP.

The Bid Security of the unsuccessful Bidders (after opening of Financial Proposal) shall be released after 30 (thirty) days following the announcement of award of the Project to the Selected Bidder and the issuance of the Letter of Award.

The Bid Security of the Selected Bidder shall be released on submission of the Performance Security for an amount as specified in the Annexure-2 of this RFP.

7.10.3 Performance Security

The Selected Bidder shall submit a Performance Security for an amount specified in the Annexure-2 of this RFP valid for 6 (six) months from the scheduled Project Completion Date. The Performance Security shall be in the form of a Bank Guarantee from any Scheduled Bank. The Bank Guarantee shall be in the format provided along with the Letter of Award (LoA)

issued by APIIC and shall be finalized in mutual agreement between APIIC and Selected Bidder.

APIIC shall reserve the right to forfeit the Performance Security (by invoking the Bank Guarantee) under the following circumstances:

- d) If the Selected Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 7.8 of this RFP;
- e) If the Selected Bidder commits a material breach of any of the terms and/or conditions contained in the RFP and/or Agreement.

The Performance Security of the Selected Bidder shall be released upon 100% (hundred percent) construction completion of the proposed industrial park as per the Detailed Project Report prepared by the Selected Bidder.

8. TECHNICAL PROPOSAL EVALUATION

8.1 THE OBJECTIVE OF THE TECHNICAL EVALUATION

The objective of the Technical evaluation is to shortlist/ pre-qualify Bidders who have the financial strength and the requisite development experience to implement the Project.

8.2 ELIGIBILITY CRITERIA

8.2.1 Entities Eligible to bid for the project

The following entities would be eligible to bid for the project either individually or as a Consortium.

- Proprietorship Firm
- Partnership Firm
- Private Limited Company
- Public Limited Company

However the conditions prescribed in this RFP apply to the Bidding Entity or the Bidding Consortium.

8.2.2 Eligibility Criteria for Experience/Technical Capability

The Bidding Entity or any member(s) in the Bidding Consortium should have undertaken Relevant Project(s).

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 'Infrastructure Project'^φ or 'Any other real estate project of similar nature'.

Further, a 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 (excluding land cost) of not less than **Rs 26 Crore (Rupees twenty six crore)**.

The sum total of the project costs (excluding land cost) of all the Relevant Projects of a Bidding Entity or the member(s) in the Bidding Consortium shall be more than **Rs 260 Crore (Rupees Two hundred and sixty crore)**.

8.2.3 Eligibility Criteria for Financial Capability

The Bidding Entity shall have a minimum Net Worth of **Rs. 33 Crore (Rupees thirty three crore)** as at the close of the preceding financial year i.e. 2024-25. In case of a Bidding Consortium, for purpose of evaluating the Financial Capability to invest in the proposed Project, the financial strength of all the Financially Significant Consortium Member(s) will be taken into consideration. The cumulative Net worth of the Financially Significant Consortium Member(s) shall be **Rs 33 Crore (Rupees thirty three crore)** at the close of the preceding financial year i.e. 2024-25.

^φ Any project in any of the Sectors as per Harmonized Master List of Infrastructure Sub-Sectors notified by the Department of Economic Affairs, Ministry of Finance, Government of India

8.3 TECHNICAL PROPOSAL: INFORMATION FORMATS

Bidders are required to submit the following information along with the **Cover 1** of the Bid:

- (i) Copy of Proof of Payment of online payment of Bid Processing Fee for an amount specified in the Annexure-2 of this RFP;
- (ii) Covering Letter as per the format given in Exhibit-1;
- (iii) For a Bidding Consortium, Letter of Acceptance from Consortium members as per format given in Exhibit-2;
- (iv) Bid security as per the format given in Exhibit-3;
- (v) Description of the Bidder as per the format given in Exhibit-4;
- (vi) Memorandum of Understanding incorporating the Principles listed in Exhibit-5;
- (vii) Information submission as per format given in Exhibit-6.

9. BUSINESS PROPOSAL EVALUATION

The Business Proposal of the Bidders shall be assessed at this stage.

9.1 BUSINESS PROPOSAL: EVALUATION CRITERIA

The objective of APIIC in seeking a private sector player for the implementation of the Project is to capitalize on the following skills of the Private Entrepreneur:

1. Project conceptualization and design skills that offer the most optimal and cost competitive design solution for the proposed Project while conforming to the design specification and the minimum compliance criteria set forth.
2. Project Management Skills that would help expedite the project development phase and ensure timely and cost-competitive construction of the Project.
3. Marketing skills to ensure that the quality franchisee/sub-contract arrangements can be put in place to ensure the future sustainability of the Project
4. Operation and Maintenance skills that ensure consistently superior service at reasonable cost.

The objective of the evaluation shall be to ascertain the capability of the Bidder to achieve the above as well as the responsiveness of the Proposal in respect of features such as:

- Type of industrial cluster proposed
- Planned Infrastructure for Industrial Park
- Proposed zoning and phased wise development plan
- Adherence to minimum specifications
- Completeness and detail of the proposal, especially with regard to the concept evolved and target segment to be served
- Soundness of assumptions
- Practicality of implementation

Specifically, the Business Proposal shall be assessed for technical sufficiency and will include the following:

- Quality of Facilities & Utilities.
- Adherence to specifications.
- Safety Management.
- Compliance for the purposes of clearances.
- Marketing arrangements envisaged and consistency of marketing strategy to achieve the above.
- Reasonableness of the Project Cost and consistency with the Conceptual Layout plan provided reasonableness of the justifications underlying assumptions.

9.2 EVALUATION PROCESS

The Business Proposal of a Bidder shall be assessed on the following parameters:

Request for Proposal for Selection of a Developer for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement [2nd Call]

S No.	Key contents of the Business Proposal	Max. Marks
1.	<p>Development strategy</p> <ul style="list-style-type: none"> i. Site Analysis ii. Market Assessment and Target market identification iii. Demand-Supply dynamics iv. SWOT Analysis v. Type of Industrial Cluster proposed vi. Proposed Project Components 	20
2.	<p>Conceptual Layout Plan</p> <ul style="list-style-type: none"> i. Conceptual Layout plan along with the area utilization statement ii. Proposed zoning and development phasing iii. Total Industrial plots proposed along with spatial arrangement iv. Facilities and utilities proposed such as water supply, storm water drainage, fire safety, sewage network including ETP/CETPs, SWM, Electrical & distribution system, landscaping etc., v. Capacity of each of the key facilities along with design features and specifications 	20
3.	<p>Financial Analysis including details of the estimated project cost, means of finance, details of Operating Expenses & Revenue Projections, P & L Statement, Cash flow statement along with NPV, IRR and DSCR, and proposed business plan to recover the investments</p>	20
4.	<p>Proposed Team (Technical & Management) and Project Implementation Schedule along with Gantt Chart with timelines</p>	20
5.	<p>Business Proposal for sustainable industrial development with cutting edge technologies focused on environmental sustainability and energy efficiency, economic & social impact such as estimated investment, job creation, skill development etc.</p>	20
	Total	100

In evaluating the Business Proposal, APIIC reserves the right to seek clarifications from the Bidders. The Bidders shall be required to furnish such clarifications. As part of evaluation, APIIC may also ask the Bidders to make a Presentation.

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

A Bidder must obtain a minimum score of **60 marks** to be considered eligible for evaluation of its Financial Proposal

9.3 BUSINESS PROPOSAL: INFORMATION FORMATS

The information requirements for submission of the Business Proposal are detailed in Exhibit-7.

10. FINANCIAL PROPOSAL EVALUATION

10.1 OBJECTIVE OF FINANCIAL PROPOSAL EVALUATION

The evaluation of the Financial Proposal is to ascertain the bidder offering the best commercial offer, which will be considered for selection for awarding the project. The share of developed/plot area offered by the Bidder to the APIIC as part of its Financial Proposal will be considered for the purpose of the evaluation.

10.2 FINANCIAL PROPOSAL PARAMETERS

Bidders are required to offer their best quotes in terms of the share of developed/plot area to be offered to APIIC .

The Bidders shall submit the above quotes as Financial Proposal in accordance with the Format Enclosed in Exhibit-8.

11. EXHIBIT-1: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidding entity or the Lead Member of a Bidding Consortium, along with the Cover 1 of the Bid)

Date:

Place:

Vice Chairman & Managing Director

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

Dear Sir,

Sub: Bid for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement

Please find enclosed, our Bid for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement, in response to the Request for Proposal (RFP) dated _____ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

We hereby confirm the following:

1. The Bid is being submitted by _____ (*name of the Bidding Company*) who is the Bidding Company in accordance with the conditions stipulated in the RFP.^φ
The Bid is being submitted by _____ (*name of the Lead Member*) who is the Lead Member of the Bidding Consortium comprising _____ (*mention the names of the entities who are the Consortium Members*), in accordance with the conditions stipulated in the RFP. Our Bid includes the Letter(s) of Acceptance in the format specified in the RFP.^φ
2. We have examined in detail and have understood its content and the terms and conditions stipulated in the RFP issued by APIIC and in any subsequent communication sent by APIIC. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from APIIC.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.

^φ Please strike out whichever is not applicable

or

The Bidding Consortium of which we are the Lead Member satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP. ^ϕ

5. We as the Bidding Company/ Lead Member^ϕ, designate Mr./ Ms. _____ (mention name, designation, contact address, phone no., fax no., etc.), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the us in respect of the Project.

For and on behalf of :

Signature :

(Authorized Representative and Signatory of the Bidding Entity or Lead Member of the Bidding Consortium)

Name of the Person :

Designation :

Company Seal :

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

^ϕ Please strike out whichever is not applicable

Format for Power of Attorney for Authorized Representative

(To be executed by the Bidding Entity or by all members in case of Consortium)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement, proposed by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate Pre-bid and other meetings and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts/agreements and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Agreement with the Authority.

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

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

For _____

(Signature)

(Name, Title and Address)

Witnesses:

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down

Request for Proposal for Selection of a Developer for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement [2nd Call]

by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

Format for Power of Attorney for Lead Member of Consortium

(To be executed by all members in case of Consortium)

Whereas Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) (“the Authority”) has invited Bids for the Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement (“the Project”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

2

(Executants)

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

Notes:

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

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

12. EXHIBIT-2: FORMAT OF LETTER OF ACCEPTANCE (IN CASE OF A BIDDING CONSORTIUM)

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

Date:

Place:

Vice Chairman & Managing Director

Andhra Pradesh Industrial Infrastructure Corporation Limited

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

Andhra Pradesh

Dear Sir,

Sub: Bid for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement

This has reference to the Bid being submitted by *(mention the name of the Lead Member of the Bidding Consortium)*, as Lead Member of the Bidding Consortium comprising *(mention name of the Consortium Members)* for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement, in response to the Request for Proposal (RFP) dated _____ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

We hereby confirm the following:

1. We _____ *(name of the Consortium Member furnishing the Letter of Acceptance)*, have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - The RFP issued by APIIC;
 - All subsequent communications between APIIC and the Bidder, represented by _____ *(Mention name of the Lead Member)*.
 - The MOU signed between/ among _____ *(names of the Consortium Members)*, as members of the Bidding Consortium; and
 - The Bid being submitted by _____ *(name of the Lead Member)*
2. We have satisfied ourselves regarding our role (as specified in the Bid) in the Project. If the Bidding Consortium is awarded the Project, we shall perform our role as outlined in the Bid to the best of our abilities. We have examined the Bid in detail and the commitments made in the same. We agree and undertake to abide by our Bid and the commitments made therein.

3. We authorize _____ (*name of the Lead Member*), as the Lead Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the consortium in respect of this Project.
4. We understand that, no change in the membership in the Bidding Consortium, in the role and form of responsibility of any Consortium Member shall be permitted after submission of the Bid. After selection, if any change in the equity in the Consortium (whose strengths have been credited for evaluation) is desired, it would need to be communicated to APIIC in writing for its approval. APIIC would reserve the right to reject such requests for a change of consortium structure, if in its opinion; it would adversely affect the same.
5. [Notwithstanding the above, we undertake that our equity stake in the Bidding Consortium shall not be less than 51% (fifty one percent) at least till the fifth anniversary of Project Completion Date.^ϕ

For and on behalf of :

Signature :

(Authorized Signatory of respective Consortium Member)

Name of the Person :

Designation :

Company Seal :

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

13. EXHIBIT-3: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

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

WHEREAS, _____ (*name of the Bidding Entity / Lead Member of the Bidding Consortium*), hereinafter called "the Bidder", wishes to submit his Bid for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement, in response to the Request for Proposal (RFP) issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC), hereinafter called "the Bid",

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

Sealed with the Common Seal of the Bank this _____ day of _____ 2021.

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

- (a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 7.7 of the RFP;
- (b) If the Bidder withdraws its Bid at any time during the stipulated period of 6 (six) months of Bid Validity specified in the Request for Proposal (or such period of validity as may be extended as per Section 7.9 of the RFP)
- (c) If the Bidder, for the period of the Bid Validity as per Section 7.9 of the RFP:
 - (i) in APIIC's opinion, commits a material breach of any of the terms and/ or conditions contained in the RFP and/ or subsequent communication from APIIC in this regard; and/ or
 - (ii) fails or refuses to accept the Letter of Award (in the event of the award of the Project to it); and/or
 - (iii) Fails or refuses to submit the Performance Security within the stipulated time; and/or
 - (iv) Fails or refuses to sign the Agreement as defined in the RFP.

It is clarified that the APIIC shall not be entitled to forfeit the Bid Security and the Bid Security shall be returned to the Selected Bidder in the circumstances mentioned in clause 5.3.3(c) of the RFP.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP or as extended by APIIC at any time as per Section 7.9 of the RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

- In the event that Bidder is selected for award of the Project through the issuance of the Letter of Award, the Bid Security shall remain in force until the submission of Performance Security by such Bidder.

OR

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

Notwithstanding anything contained herein above:

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

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

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

14. EXHIBIT-4: DESCRIPTION OF THE BIDDING ENTITY/ BIDDING CONSORTIUM

Name of the Bidding Entity / Bidding Consortium	
Name of the Lead Member (In case of a Bidding Consortium)	

Fill the form below, in case of a Bidding Consortium:

S. No.	Name of Each Consortium Member	Proposed % equity contribution into the project	Role as per the MOU signed by and between all the consortium members

15. EXHIBIT-5: PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING (MOU) TO BE EXECUTED BETWEEN THE MEMBERS OF A CONSORTIUM

The principles based on which the Memorandum of Understanding (MOU) shall be executed between/ among the Consortium Members, are stated below:

1. The MOU should clearly specify the roles and responsibilities of each of the Members. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Members.
2. The MOU should clearly designate one of the Members as the Lead Member.
3. The Lead Member shall be responsible for tying up the complete financing required for the Project.
4. All Members of the Bidding Consortium shall be jointly and severally liable for the execution of the Project
5. The Technical Member of the bidding consortium should hold equity not less than 26% (twenty six percent) in the Developer at least till the fifth anniversary of Project Completion Date.
6. 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.
7. In case the Technical Member is also a Financially Significant Consortium Member, then such member is required to commit to 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.
8. The Lead Member should hold equity not less than 51% (fifty one percent) of the aggregate shareholding of the Developer, at least till the fifth anniversary of Project Completion Date.
9. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. in respect of the Project
10. The MOU should be duly signed by each Member of the consortium.
11. The MOU should be executed on an appropriate stamp paper.
12. The MOU should be specific to the Project
13. The MOU should be valid for a minimum of 9 (nine) months from the last date for submission of the Bid. The validity period of the MOU should be extendible on the original terms, if required by APIIC.

16. EXHIBIT-6: TECHNICAL PROPOSAL FORMAT FOR INFORMATION SUBMISSION

16.1 FINANCIAL CAPABILITY

Bidders should attach the substantiating documents as asked for in Table 1 given below. In addition, the bidders should provide the information in the format asked for in Table 2 given below (in case of a Bidding Consortium).

Table 1

Bidding Entity	Substantiating Documents to be submitted
Proprietorship Firm	<ul style="list-style-type: none"> • Net worth Statement (Assets minus Liabilities) for the preceding financial year i.e. 2024-25, duly certified by a Chartered Accountant; • Statement of Income Tax / Wealth Tax Returns duly filed for immediately preceding year i.e. 2024-25; • Audited financial statements^φ of the firm for the previous three financial years i.e. 2022-23, 2023-24, 2024-25.
Partnership Firm	<ul style="list-style-type: none"> • Net worth Statement (Assets minus Liabilities) for the preceding financial year i.e. 2024-25, duly certified by a Chartered Accountant; • Audited Financial Statements^φ of the firm for the previous three financial years i.e. 2022-23, 2023-24, 2024-25.
Private Limited Company	<ul style="list-style-type: none"> • Net Worth Statement for the preceding financial year i.e. 2024-25, duly certified by a Chartered Accountant. 'Net Worth' shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. • Audited Financial Statements of the company for the previous three financial years i.e. 2022-23, 2023-24, 2024-25.
Public Limited Company	<ul style="list-style-type: none"> • Net Worth Statement for the preceding financial year i.e. 2024-25, duly certified by a Chartered Accountant. 'Net Worth' shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation • Audited Financial Statements of the company for the previous three financial years i.e. 2022-23, 2023-24, 2024-25.

^φ Financial Statements mean Balance Sheets and Profit and Loss Statements duly certified.

Table 2: Format for Providing Financial Capability Information in case of Consortium

S. No.	Name of Consortium Member	Percentage Shareholding	Nature of Entity	Tangible Net worth of the entity or Cumulative Net worth of the partners**

***(Applicable only if the entity is a proprietorship/ partnership)*

16.2 TECHNICAL EXPERIENCE

Bidders may note that, in this section, they must provide the details of their experience in developing Relevant Projects, during the last 5 (five) financial years preceding the Proposal due date (i.e. from 2020-21 to 2024-25). Experience of only the Bidding Entity/Consortium members would be considered.

Table 3: Format for Submission of Experience/Technical Capability

Particulars	Details
Name of the Relevant Project	
Name of the Entity claiming the Technical Capability Experience	
Type of the Relevant Project (<i>'Industrial Park/SEZ/FTWZ'</i> or <i>'Industrial / Residential Layout'</i> or <i>'Township/Housing Project'</i> or <i>'Office Building'</i> or <i>'Shopping Mall'</i> or <i>'Retail Space'</i> or <i>'Hospitality Project'</i> or <i>'Infrastructure Project'</i> ^φ or <i>'Any other real estate project of similar nature'</i> of similar nature, please specify).	
Location of the Relevant Project	
Year of Commencement of Construction	
Year of Completion of Construction	
Total Project Cost (in Rs.)	
Details of the Relevant Project (<i>total extent, built-up area, open area or any other</i>	

^φ Any project in any of the Sectors as per Harmonized Master List of Infrastructure Sub-Sectors notified by the Department of Economic Affairs, Ministry of Finance, Government of India

Request for Proposal for Selection of a Developer for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement [2nd Call]

Particulars	Details
<i>particular of the project, please specify</i> (Can be attached as a separate sheet)	
Reference with Tel No and E-Mail (if any) for verification of the details provided above.	

Please use separate table for each Relevant Project and use additional sheets as necessary.

Bidders are required to provide documentary evidence of their experience. In the absence of such proof, APIIC reserves the right not to consider the information provided by the Bidders for evaluation.

17. EXHIBIT-7: FORMAT FOR INFORMATION SUBMISSION FOR BUSINESS PROPOSAL

The Business Proposal shall be in the form of an Information Memorandum containing:

A. TECHNICAL INFORMATION

1. Development strategy

- Site Analysis
- Market Assessment and Target market identification
- Demand-Supply dynamics
- SWOT Analysis
- Type of Industrial Cluster proposed
- Proposed Project Components

2. Conceptual Layout Plan

- Conceptual Layout plan along with the area utilization statement
- Proposed zoning and development phasing
- Total Industrial plots proposed along with spatial arrangement
- Facilities and utilities proposed such as water supply, storm water drainage, fire safety, sewage network including ETP/CETPs, SWM, Electrical & distribution system, landscaping etc.,
- Capacity of each of the key facilities along with design features and specifications

3. Proposed Technical and Management Team

The details of the technical team and management/marketing team proposed for implementation of the Project should be provided in the following format:

Team	Name	Qualification & Experience
Technical Team	1. 2. 3.	
Management / Marketing Team	1. 2. 3.	

Team	Name	Qualification & Experience
	

An organization chart should be provided giving details of the technical team as well as management/marketing team.

4. Project Implementation Schedule

The Bidder shall provide a Project Implementation Schedule in the Format shown below. A Gantt Chart with project milestones shall also be submitted.

Period from the date of signing of the Agreement, or the date of handing over of the site, whichever is later	Percentage of Work to be completed in physical terms	Percentage of Work to be completed in cost terms
Within 6 month		
Within 12 month		
Within 24 month		
Within 36 month		

B. BUSINESS PROPOSAL

1. Details of Estimated Project Cost

The cost of the project will be detailed in the following format:

Details of Project Cost	Amount (In Rs. Lakhs)
Site development	
Civil Works	
Consultancy Expenses	
Interest During Construction	
Contingency	
.....	
..... (Any other, please specify)	
TOTAL	

2. Details of Means of Finance

The proposed Capital Structure will be given in the following format

Request for Proposal for Selection of a Developer for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement [2nd Call]

Item	Amount (Rs)
Equity	
Debt	

Details regarding proposed Equity will be given in the following format.

Name of the Equity Investor	Amount (Rs)

Details regarding proposed Debt will be given in the following format:

Name of the Debtor	Amount (Rs)

3. **Details of Operating Expenses & Revenue Projections and proposed business plan to recover the proposed investments.**
4. **P & L Statement, Cash flow statement along with NPV, IRR and DSCR.**
5. **Business Proposal for sustainable industrial development with cutting edge technologies focused on environmental sustainability and energy efficiency, economic & social impact such as estimated investment, job creation, skill development etc.**
6. **Presentation of Proposal**

Bidder shall submit a presentation describing the plan to develop the Project as per above mentioned points, highlighting past experience in similar or Relevant Projects, unique features proposed for the Project (if any), an overall concept plan to develop and market the Project to satisfy APIIC officials of its capability to undertake the Project. The Bidder may be called to give the presentation in person to APIIC personnel at a reasonable time after the Proposal Due Date as specified in Section 6.6 of the RFP.

18. EXHIBIT-8: FORMAT FOR INFORMATION SUBMISSION FOR FINANCIAL PROPOSAL

(The Financial Proposal should be provided in the following format)

Date:

Place:

Vice Chairman & Managing Director

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

Dear Sir,

Sub: Bid for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement

Please find enclosed, our Bid for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement, in response to the Request for Proposal (RFP) dated _____ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

I/we offer to Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh on the stipulated terms and conditions and other particulars therein and I / we hereby submit our financial offer as follows:

APIIC's share of developed /plot area shall be _____ Ac
(_____ Acre).*

This proposal and all other details furnished by us shall constitute a part of my/ our offer. I/ we understand that you are not bound to accept the highest or any bid you receive.

I/ we agree that my/ our offer shall remain valid for a period of 6 (six) months from the last date prescribed for submission of Bid.

I/we have carefully read the entire set of RFP and abide by all the terms and conditions of the RFP.

We agree to bind by this offer if we are the selected bidder.

For and on behalf of :

Signature :

* Developed/plot area refers to the net saleable area

Request for Proposal for Selection of a Developer for Development, Operation and Maintenance of 253.48 Acre Industrial Park at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh through a Development Agreement [2nd Call]

(Authorized Representative and Signatory of the Bidding Entity or Lead Member of the Bidding Consortium)

Name of the Person :

Designation :

Company Seal :

19. ANNEXURE-1: DETAILS OF THE PROPOSED PROJECT

19.1 General Guidelines for development of the Project

The Project shall be implemented in accordance with the 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”.

19.2 Details of Scheduled Property

Project is envisaged to be developed at Kuderu Industrial Cluster, Sri Sathya Sai District in Andhra Pradesh. The Scheduled Property has an area of 253.48 Acre as per the maps/drawings furnished herewith.

About the Location

Kuderu Industrial Cluster is located in Urvakonda mandal of Sri Sathya Sai district, Andhra Pradesh. This location is in very close proximity to Ananthapur town and is rapidly emerging specialized industrial zone and strategically positioned on southern Andhra Pradesh on Hyderabad-Bengaluru Industrial Corridor. Further, due to its proximity to major industrial and logistics corridors and well-connected by road to NH 44 & NH 42. The region also serves as a logistical bridge to the mineral-rich hinterlands of southern and western Karnataka, making it an ideal location for resource-based industries. Additionally, the nearby Krishnapatnam and Chennai ports provide vital maritime connectivity for import-export operations, especially for raw materials and finished metal products.

With available industrial land, supportive state policies, and growing infrastructure, Kuderu Industrial Cluster is poised to become a niche hub for non-ferrous metallurgy and downstream manufacturing. Its development aligns with Andhra Pradesh’s broader vision of decentralized industrial growth and value-added manufacturing.

Connectivity

S. No	Details	Description
1	Location	Kuderu Village, Urvakonda Mandal, Sri Sathya Sai District
2	Nearest Town	Ananthapur is located 18 KM away
3	Road Connectivity	NH-42 is located 0.5 KM away
4	Rail Connectivity	Ananthapur railway station is located 20 KM away
5	Nearest Airport	Puttaparthi Airport is 120 KM away & Bengaluru International Airport is located 220 KM away

Extent and Survey Numbers:

S. No	Details	Description
1	Extent (Acs.)	Ac.253.48 cts
2.	Land Coordinates	14.749610, 77.444497
3.	Survey Numbers	Sy.No.535-1, 535-6, 535-8, 535-9, 535-12, 535-14, 535-23

Site Layout

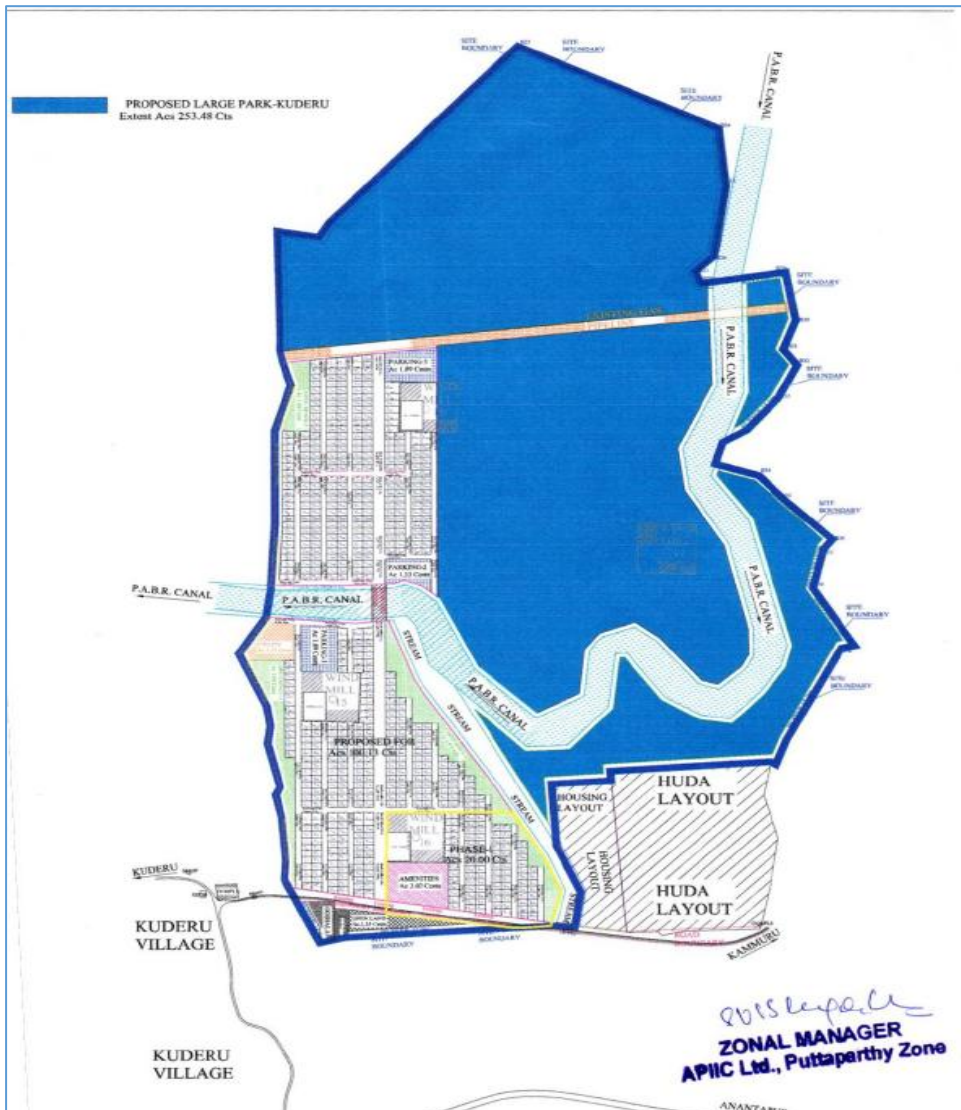


Figure 1 - Site Layout

Note:

1. The final boundaries of the Scheduled Property will be determined by the Authority.
2. Please note that the location and layouts provided are indicative and subject to change.

19.3 Policies and Operational Guidelines

- **Andhra Pradesh Policy for establishment of Private Industrial Parks with ‘Plug and Play’ Industrial infrastructure (4.0) 2024-29**

<https://apiic.in/plug-and-play-infrastructure-policy/>

- **Operational Guidelines - Andhra Pradesh Policy for establishment of Private Industrial Parks with ‘Plug and Play’ Industrial infrastructure (4.0) 2024-29 -**

<https://apiic.in/wp-content/themes/custom-theme/assets/Pdfs/G.O.Ms.No.31,%20dt.09.03.2025%20reg%20Policy%20for%20establishment%20of%20Industrial%20Parks.pdf>

- **Various sectoral policies issued by the Government of Andhra Pradesh**

<https://apiic.in/policies/>

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

1. Bid Processing Fee

Bidders are required to pay a non-refundable Bid Processing Fee of **Rs.20,000 (Rupees Twenty thousand)** excluding 18% GST through online mode.

2. Bid Security

Bidders are required to submit a Bid Security for an amount equal to **Rs.1,30,00,000 (Rupees One Crore thirty lakhs only)**. The Bid Security shall be in the form of a Bank Guarantee from any Scheduled Bank. In case of Foreign Bidders, the Bank Guarantee shall have to be from the corresponding local branch of the Foreign Bank. The form of the Bank Guarantee shall be as per the Format indicated in Exhibit-3.

3. Performance Security (to be submitted by the Selected Bidder)

The Selected Bidder is required to submit a Performance Security for an amount equal to **Rs. 13,00,00,000 (Rupees Thirteen Crore only)**. The Performance Security shall be in the form of a Bank Guarantee from any Scheduled Bank. The Bank Guarantee shall be in the format provided along with the Letter of Award (LoA) issued by APIIC and shall be finalized in mutual agreement between APIIC and the Selected Bidder.

21. ANNEXURE-3: DRAFT DEVELOPMENT AGREEMENT

DRAFT DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") made on this the _____ Day of _____ **2026** 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 253.48 Acre land situated at Kuderu Industrial Cluster, Sri Sathya Sai 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 XX December 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

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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

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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

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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 over and above 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

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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,

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- 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

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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:

Occupation period (No. of month from the date of handover of possession)	Occupation charges (as the percentage of the Performance Security amount)
Up to 12 month	10%

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Occupation period (No. of month from the date of handover of possession)	Occupation charges (as the percentage of the Performance Security amount)
24 month	10% + 10% = 20%
36 month	10% + 10% + 10% = 30%
Above 36 month	30% + 10% for each of the additional year or part thereof.

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.

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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

Signature

Name

Designation

Seal:

In the presence of

1. _____

Signed, Sealed and Delivered

For and on behalf of the Developer

Of the first part

Signature

Name

Designation

Seal:

In the presence of

1. _____

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2. _____

2. _____

SCHEDULE-1: Description of the Scheduled Property

Land measuring 253.48 Acre situated at Kuderu [Village], Urvakonda [Mandal], Sri Sathya Sai 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.]