

# **ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED**

(A Govt. of Andhra Pradesh Undertaking)



**Development of International Convention & Exhibition  
Centre, Star Category Hotel and Allied Facilities at  
Kapuluppada, Visakhapatnam,  
Andhra Pradesh**

**on  
Design, Build, Finance, Operate, and Transfer  
(DBFOT) basis**

**Volume-I  
Request for Proposal**

September 2026

**Mode of Selection:** Quality cum Cost Based Selection (QCBS)

---

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

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

## Contents

|                                                                        |           |
|------------------------------------------------------------------------|-----------|
| <b>DATA SHEET .....</b>                                                | <b>3</b>  |
| <b>DISCLAIMER.....</b>                                                 | <b>5</b>  |
| <b>GLOSSARY .....</b>                                                  | <b>7</b>  |
| <b>INTERPRETATION.....</b>                                             | <b>9</b>  |
| <b>SECTION 1. INTRODUCTION.....</b>                                    | <b>11</b> |
| <b>1.1. Background.....</b>                                            | <b>11</b> |
| <b>1.2. Brief description of Bidding Process .....</b>                 | <b>14</b> |
| <b>1.3. Schedule of Bidding Process.....</b>                           | <b>16</b> |
| <b>SECTION 2. INSTRUCTIONS TO BIDDERS.....</b>                         | <b>18</b> |
| <b>A. GENERAL .....</b>                                                | <b>18</b> |
| <b>2.1. General terms of Bidding .....</b>                             | <b>18</b> |
| <b>2.2. Eligibility and qualification requirements of Bidder .....</b> | <b>22</b> |
| <b>2.3. Proprietary data.....</b>                                      | <b>26</b> |
| <b>2.4. Cost of Bidding.....</b>                                       | <b>26</b> |
| <b>2.5. Site visit and verification of information.....</b>            | <b>26</b> |
| <b>2.6. Verification and Disqualification .....</b>                    | <b>27</b> |
| <b>2.7. Deleted .....</b>                                              | <b>28</b> |
| <b>2.8. Deleted .....</b>                                              | <b>28</b> |
| <b>B. DOCUMENTS .....</b>                                              | <b>28</b> |
| <b>2.9. Contents of the RFP.....</b>                                   | <b>28</b> |
| <b>2.10. Clarifications .....</b>                                      | <b>28</b> |
| <b>2.11. Amendment of RFP .....</b>                                    | <b>29</b> |
| <b>C. PREPARATION AND SUBMISSION OF BIDS .....</b>                     | <b>30</b> |
| <b>2.12. Format and Signing of Bid .....</b>                           | <b>30</b> |
| <b>2.13. Documents comprising Technical and Financial Bid .....</b>    | <b>30</b> |
| <b>2.14. Bid Due Date.....</b>                                         | <b>32</b> |
| <b>2.15. Late Bids.....</b>                                            | <b>32</b> |
| <b>2.16. Procedure for e-tendering General Instructions.....</b>       | <b>32</b> |
| <b>2.17. Online Opening of Bids.....</b>                               | <b>34</b> |
| <b>2.18. Rejection of Bids .....</b>                                   | <b>34</b> |
| <b>2.19. Validity of Bids.....</b>                                     | <b>34</b> |
| <b>2.20. Confidentiality.....</b>                                      | <b>34</b> |

|                                                                                  |                                                                                                               |                  |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------|
| <b>2.21.</b>                                                                     | <b><u>Correspondence with the Bidder .....</u></b>                                                            | <b><u>35</u></b> |
| <b>D.</b>                                                                        | <b><u>BID SECURITY.....</u></b>                                                                               | <b><u>35</u></b> |
| <b>2.22.</b>                                                                     | <b><u>Bid Security.....</u></b>                                                                               | <b><u>35</u></b> |
| <b><u>SECTION 3. EVALUATION OF BIDS.....</u></b>                                 |                                                                                                               | <b><u>37</u></b> |
| <b>3.1.</b>                                                                      | <b><u>Opening and Evaluation of Technical Bids.....</u></b>                                                   | <b><u>37</u></b> |
| <b>3.2.</b>                                                                      | <b><u>Tests of responsiveness .....</u></b>                                                                   | <b><u>37</u></b> |
| <b>3.3.</b>                                                                      | <b><u>Evaluation parameters .....</u></b>                                                                     | <b><u>38</u></b> |
| <b>3.4.</b>                                                                      | <b><u>Eligible Experience for purposes of evaluation.....</u></b>                                             | <b><u>38</u></b> |
| <b>3.5.</b>                                                                      | <b><u>Evaluation of Technical Proposal .....</u></b>                                                          | <b><u>39</u></b> |
| <b>3.6.</b>                                                                      | <b><u>Financial information for purposes of evaluation .....</u></b>                                          | <b><u>40</u></b> |
| <b>3.7.</b>                                                                      | <b><u>Opening and Evaluation of Financial Bids.....</u></b>                                                   | <b><u>40</u></b> |
| <b>3.8.</b>                                                                      | <b><u>Selection of Bidder .....</u></b>                                                                       | <b><u>40</u></b> |
| <b>3.9.</b>                                                                      | <b><u>Contacts during Bid Evaluation .....</u></b>                                                            | <b><u>42</u></b> |
| <b>3.10.</b>                                                                     | <b><u>Correspondence with Bidder .....</u></b>                                                                | <b><u>42</u></b> |
| <b>3.11.</b>                                                                     | <b><u>Shareholding of SPV up to Signing of Concession Agreement.....</u></b>                                  | <b><u>42</u></b> |
| <b><u>SECTION 4. FRAUD AND CORRUPT PRACTICES.....</u></b>                        |                                                                                                               | <b><u>43</u></b> |
| <b><u>SECTION 5. PRE-BID CONFERENCE .....</u></b>                                |                                                                                                               | <b><u>45</u></b> |
| <b><u>SECTION 6. MISCELLANEOUS .....</u></b>                                     |                                                                                                               | <b><u>46</u></b> |
| <b><u>APPENDIX I: LETTER COMPRISING THE TECHNICAL BID .....</u></b>              |                                                                                                               | <b><u>47</u></b> |
|                                                                                  | <b><u>Appendix I - Annex-I: Details of Bidder.....</u></b>                                                    | <b><u>51</u></b> |
|                                                                                  | <b><u>Appendix I - Annex-II: Technical Capacity of the Bidder – Development Experience .....</u></b>          | <b><u>53</u></b> |
|                                                                                  | <b><u>Appendix I - Annex-II(A): Technical Capacity of the Bidder – Architecture Services .....</u></b>        | <b><u>54</u></b> |
|                                                                                  | <b><u>Appendix I - Annex-II(B): Abstract of Assignments of Key Personnel.....</u></b>                         | <b><u>55</u></b> |
|                                                                                  | <b><u>Technical Capacity of the Bidder: O&amp;M Experience .....</u></b>                                      | <b><u>56</u></b> |
|                                                                                  | <b><u>Appendix I - Annex-III: Financial Capacity of the Bidder.....</u></b>                                   | <b><u>57</u></b> |
|                                                                                  | <b><u>Appendix I - Annex-IV: Details of Eligible Projects.....</u></b>                                        | <b><u>59</u></b> |
|                                                                                  | <b><u>Appendix I - Annex-V: Statement of Legal Capacity.....</u></b>                                          | <b><u>63</u></b> |
|                                                                                  | <b><u>Appendix I - Annex-VI: Checklist of Documents to be submitted as part of the Technical Bid.....</u></b> | <b><u>64</u></b> |
| <b><u>APPENDIX – II: Bank Guarantee for Bid Security.....</u></b>                |                                                                                                               | <b><u>66</u></b> |
| <b><u>APPENDIX-III: Format for Power of Attorney for signing of Bid.....</u></b> |                                                                                                               | <b><u>69</u></b> |
| <b><u>APPENDIX-IV: Power of Attorney for Lead Member of Consortium.....</u></b>  |                                                                                                               | <b><u>71</u></b> |
| <b><u>APPENDIX- V Joint Bidding Agreement.....</u></b>                           |                                                                                                               | <b><u>73</u></b> |
| <b><u>APPENDIX VI: LETTER COMPRISING THE FINANCAL BID .....</u></b>              |                                                                                                               | <b><u>77</u></b> |
| <b><u>APPENDIX VII: Format for Letter of Award .....</u></b>                     |                                                                                                               | <b><u>78</u></b> |

|                                                                                                 |                  |
|-------------------------------------------------------------------------------------------------|------------------|
| <b>APPENDIX VIII: Technical Proposal Evaluation .....</b>                                       | <b>80</b>        |
| <b><u>Appendix VIII- Annex-I: Assessment Criteria for Design Concept Presentation .....</u></b> | <b><u>83</u></b> |

**ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION**

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

**REQUEST FOR PROPOSALS (RFP)**

**DATA SHEET**

(E-Tendering mode only)

Andhra Pradesh Industrial Infrastructure Corporation (APIIC) invites online bids i.e., separate Technical and Financial Bids, from interested and Eligible Bidders for the **Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis** as detailed below:

| Sr. No. | Item                                                             | Particulars                                                                                                                                                                                                                                                                                                                                                                                  |
|---------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | Mode of Tendering                                                | E-Tendering                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.      | E-Tendering Website                                              | <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a>                                                                                                                                                                                                                                                                                                                   |
| 3.      | Selection Process                                                | Quality & Cost Based Selection (QCBS)                                                                                                                                                                                                                                                                                                                                                        |
| 4.      | Cost of RFP                                                      | The RFP shall be available to bidders for download on the Government of Andhra Pradesh eProcurement System ( <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> ).                                                                                                                                                                                                   |
| 5.      | Tender Application Fee (Tender Fee)                              | <b>INR 25,000 (Rupees Twenty Five Thousand)</b> (excluding GST) (Non-Refundable) to be paid online through e-payment mode on <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> only.<br><br>Scanned copy of online payment receipt to be uploaded in the e-procurement portal of AP ( <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> ). |
| 6.      | Tender Processing Fee                                            | <b>INR 60,000 (Rupees Sixty Thousand)</b> (excluding GST) (Non-Refundable) to be paid online through e-payment mode on <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> only.<br><br>Scanned copy of online payment receipt to be uploaded in the e-procurement portal of AP ( <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> ).       |
| 7.      | Bid Security                                                     | <b>INR 30,00,000 (Rupees Thirty Lakh)</b> (excluding GST) to be deposited only in the form of Bank Guarantee (as per clause 1.2.4 and as per format in Appendix II).                                                                                                                                                                                                                         |
| 8.      | Date and Time for issue of RFP Document                          | <b>09-09-2026</b><br>( <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a> )                                                                                                                                                                                                                                                                                          |
| 9.      | Last date for submission of written Queries via email by Bidders | <b>23-09-2026 (14 Days)</b> via email to <a href="mailto:chiefengineer-ap@apiic.in">chiefengineer-ap@apiic.in</a>                                                                                                                                                                                                                                                                            |

**Request for Proposal - Volume I**

*Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on DBFOT Basis*

|     |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.  | Date of Pre-Bid Conference                                   | <b>28-09-2026 (19 Days) at 1500 Hrs IST</b> through Video Conferencing (VC). The link for the same shall be made available on specific request made by the Bidder.<br><br>Request for attending the pre-bid conference via VC shall have to made on the letterhead of the Bidder, that shall be scanned and sent through the official email id of the Bidder via email to <a href="mailto:chiefengineer-ap@apiic.in">chiefengineer-ap@apiic.in</a> along with the details of names, designations, official email ids and mobile nos. of each of the members of the Bidder who would attend the pre-bid meeting. Such requests shall be sent latest by <b>23-09-2026</b> . Andhra Pradesh Industrial Infrastructure Corporation (APIIC) shall send the pre-bid meeting VC link directly to the e-mail ids before the pre-bid meeting. |
| 10. | Date and Time for online submission of Bids (Bid Due Date)   | <b>26-10-2026 (45 Days), 1500 Hrs IST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 11. | Date and Time for Physical submission of Bids (Bid Due Date) | <b>28-10-2026 (47 Days), 1530 Hrs IST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12. | Date and Time for opening of Technical Bid                   | On Proposal Due Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 13. | Date and Time for Technical Presentation                     | To be intimated later                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 14. | Date and Time for opening of Financial Bid                   | To be intimated later                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 15. | Authority Contact details                                    | <b>Chief Engineer (North),</b><br>Andhra Pradesh Industrial Infrastructure Corporation Limited<br>APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur - 522503<br>Phone No.: +91-863-2381850<br>E-mail: <a href="mailto:chiefengineer-ap@apiic.in">chiefengineer-ap@apiic.in</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## **DISCLAIMER**

---

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Andhra Pradesh Industrial Infrastructure Corporation (hereinafter referred as the “**Authority**”) or any of its employees or advisors, 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 the Authority 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 (“**Bids**”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, 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 may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Project Information Memorandum (PIM) provided along with this RFP is only a reference document and for all other purposes shall not serve as any basis, benchmark for any terms or conditions or best industry practices and the conditions of the RFP / Concession Agreement shall supersede any such indications in the PIM, if any.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 for participation in this Bid.

The Authority proposes to select the Selected Bidder in accordance with the terms of this RFP and on the basis of the Bids submitted by the Bidders. This RFP outlines the Authority’s expectations in relation to the Bid(s) to be submitted by the Bidder(s). No legal or other obligation shall arise in the Authority’s name unless and until the Concession Agreement (Volume II) has been formally and validly executed between the Authority and the Concessionaire (incorporated by the Selected Bidder in accordance with this RFP) and all conditions to the effectiveness of the Concession Agreement (Volume II) have been fulfilled.

The Authority 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. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP, without the requirement of prior notice to the Bidder or any other Person.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to disqualify

and reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Authority reserves the right to modify the process, change the basis of or the procedure (including the timelines) relating to the Bidding Process, discontinue the Bidding Process, reject any, or all of the Bidders, not to invite a Bidder to proceed further, not furnish a Bidder with additional information, or the selection of the Selected Bidder at any time and/or change the size and scope of the Project, without assigning any reason whatsoever. The Authority does not undertake to accept any and/or Bids, including that of the highest Bidder and reserves the right to reject all Bids or to call for fresh Bids. In such an event, no financial obligation of whatsoever nature shall accrue to the Authority or any of its officers, employees, advisors, and/or agents.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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.

By participating in this Bid, the Bidder acknowledges and unconditionally accepts to all terms and conditions of this RFP including the timelines for fulfilment of terms and conditions and obligations specified herein or in the Concession Agreement (Volume II). Each Bidder agrees that, with respect to the Authority, this RFP and any information contained herein supersedes any other document(s) or earlier information, if any, in relation to the subject matter hereof.

This RFP may contain forward-looking statements which may be identified by their use of words like “plans”, “expects”, “will”, “anticipates”, “believes”, “intends”, “projects”, “estimates” or other words of similar meaning or import. Forward-looking statements are based on certain assumptions and expectations of future events. The Authority cannot guarantee that these assumptions and expectations are accurate or will be realized. The actual results, performance or achievements may, thus, differ materially from those projected in any such forward-looking statements. The Authority assumes no responsibility to publicly amend, modify or revise any forward-looking statements, on the basis of any subsequent developments, information or events, or otherwise. Further, such forward-looking statements are merely indicative in nature (which are not guaranteed by the Authority) and the Bidders are suggested and encouraged to undertake their own due diligence and make their own assessments in this regard.

## **GLOSSARY**

---

|                                    |                                                                   |
|------------------------------------|-------------------------------------------------------------------|
| Accounting Year                    | shall have the meaning ascribed to it in the Concession Agreement |
| Adjusted Cost                      | As defined in Clause 3.4.6                                        |
| Allied Facilities Revenue Share    | As defined in Clause 1.2.7 (b)                                    |
| Allied Facilities                  | As defined in Clause 1.1.3                                        |
| Annual Lease Rent                  | As defined in Clause 1.2.7 (d)                                    |
| Architecture Services              | As defined in Clause 2.2.2 (b)                                    |
| Associate                          | As defined in Clause 2.1.18                                       |
| Authority                          | As defined in Clause 1.1.1                                        |
| Bank Guarantee                     | As defined in Clause 2.20.1                                       |
| Bid(s)                             | As defined in the Disclaimer                                      |
| Bidder(s)                          | As defined in Clause 1.1.1                                        |
| Bidding Documents                  | As defined in Clause 1.1.8                                        |
| Bid Due Date                       | As defined in Clause 1.1.8                                        |
| Bidding Process                    | As defined in Clause 1.2.1                                        |
| Bid Security                       | As defined in Clause 1.2.4                                        |
| Coercive practice                  | As defined in Clause 4.3                                          |
| Corrupt practice                   | As defined in Clause 4.3                                          |
| Concession                         | As defined in Clause 1.1.5                                        |
| Concession Agreement or Agreement  | As defined in Clause 1.1.2                                        |
| Concessionaire                     | As defined in Clause 1.1.2                                        |
| Conflict of Interest               | As defined in Clause 2.2.1 (a)                                    |
| Convention & Exhibition Centre     | As defined in Clause 1.1.3                                        |
| Damages                            | As defined in Clause 2.2.1 (a)                                    |
| DBFOT                              | Design, Build, Finance, Operate and Transfer                      |
| Eligible Experience                | As defined in Clause 3.4.1                                        |
| Eligible Projects                  | As defined in Clause 3.4.1                                        |
| Financial Capacity                 | As defined in Clause 2.2.2 (c)                                    |
| Fraudulent practice                | As defined in Clause 4.3                                          |
| Government or GoAP                 | Government of Andhra Pradesh                                      |
| Gross Revenue                      | shall have the meaning ascribed to it in the Concession Agreement |
| Highest Bidder                     | As defined in Clause 1.2.6                                        |
| Hospitality Operator               | As defined in Clause 2.2.2 (d)                                    |
| Immediate family members           | As defined in Clause 2.1.18                                       |
| Inflation Factors                  | As defined in Clause 3.4.6                                        |
| Landmark Project                   | As defined in Clause 2.2.2 (b)                                    |
| Lease Deed                         | shall have the meaning ascribed to it in the Concession Agreement |
| LOA                                | As defined in Clause 3.8.4                                        |
| Member                             | Member of a Consortium                                            |
| Mandatory Facilities               | As defined in Clause 1.1.3                                        |
| Mandatory Facilities Revenue Share | As defined in Clause 1.2.7 (a)                                    |
| Minimum Guarantee Revenue or MGR   | As defined in Clause 1.2.7 (c)                                    |
| Net Worth                          | As defined in Clause 2.2.3 (ii)                                   |
| PIM                                | Project Information Memorandum                                    |
| Project                            | As defined in Clause 1.1.1                                        |
| Promoter Group                     | As defined in Clause 2.1.18                                       |

***Request for Proposal - Volume I***

*Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on DBFOT Basis*

|                              |                                                                                                       |
|------------------------------|-------------------------------------------------------------------------------------------------------|
| Re. or Rs. or INR            | Indian Rupee                                                                                          |
| Reserve Upfront Fee          | As defined in Clause 1.2.6                                                                            |
| Restrictive practice         | As defined in Clause 4.3                                                                              |
| Revenue Share                | As defined in Clause 1.2.7 (b)                                                                        |
| RFP or Request for Proposals | As defined in the Disclaimer                                                                          |
| Selected Bidder              | As defined in Clause 3.8.1                                                                            |
| Site                         | shall mean the land for the Mandatory Facilities and Allied Facilities or as defined in Clause 1.1.1. |
| SPV                          | Special Purpose Vehicle                                                                               |
| Star Category Hotel          | As defined in Clause 1.1.3                                                                            |
| Subject Person               | As defined in Clause 2.2.1.                                                                           |
| Technical Capacity           | As defined in Clause 2.2.2 (a)                                                                        |
| Total Project Cost           | shall have the meaning ascribed to it in the Concession Agreement                                     |
| Undesirable practice         | As defined in Clause 4.3                                                                              |
| Upfront Fee                  | As defined in Clause 1.2.6                                                                            |

## **INTERPRETATION**

---

1. The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.
2. Throughout this RFP, unless indicated otherwise by the context, the singular includes the plural and vice versa, and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes all other genders.
3. The words and expressions beginning with or in capital letters used in this RFP, not defined herein, but defined in the Draft Concession Agreement (Volume II) shall, unless repugnant to the context, have the meaning respectively assigned to them in the Draft Concession Agreement (Volume II).
4. Any reference in this RFP to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be from time to time amended, modified, extended or re-enacted, whether before or after the date of this RFP.
5. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the RFP or the Concession Agreement) includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
6. The words “hereof,” “herein”, “hereunder” and words of similar import when used in this RFP shall refer to this RFP as a whole and not to any particular provision of this RFP. The words “include”, “including”, “for example”, “e.g.”, or “such as” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
7. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.
8. A reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
9. Any word or phrase defined in the body of the RFP, as opposed to being defined above, shall have the meaning assigned to such term in such definition throughout the RFP, unless the contrary is expressly stated or an intent to the contrary clearly appears from the context.
10. Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
11. The headings and sub-clauses of this RFP are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
12. References to articles, recitals, clauses are, unless the context otherwise requires, references to articles, recitals and clauses of this RFP.

13. References to days, months and years are references to calendar days, calendar months and calendar years, respectively.
14. References to 'Person' shall mean any individual, company, corporation, partnership, joint venture, trust, society or any other legal entity.
15. References in this RFP to any consent or approval or permission or satisfaction or confirmation or certificate or agreement by an entity shall, in each case, mean in written form and signed by an authorized signatory of such entity.

## SECTION 1. INTRODUCTION

### 1.1. Background

- 1.1.1. Andhra Pradesh Industrial Infrastructure Corporation Limited (the “**APIIC**” or the “**Authority**”), a wholly owned undertaking of GoAP, hereby requests bids from interested, qualified and eligible bidders (the “**Bidder(s)**”, which expression shall, unless repugnant to the context, include the Members of the Consortium) for the Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (“**DBFOT**”) basis (the “**Project**”). The land for the Project admeasures approximately 20 Acre. and is owned by the Authority and will be given on Lease to the Concessionaire, post execution of the Concession Agreement in accordance with the terms therewith. A plan of the land located at Kapuluppada Village, Visakhapatnam, Andhra Pradesh (the “**Site**”), is attached as an annexure to the draft Concession Agreement (Volume II of the RFP). The proposed development shall comply with the applicable provisions of the VMRDA Master Plan-2041, as well as the Development Controls prescribed under the Andhra Pradesh Land Development and Building Bye-Laws, 2017 (any amendments applicable thereafter). The Authority shall handover the entire site admeasuring 20 Acre. to the Concessionaire. The Authority shall, at the time of handover, deliver the land parcel to the Concessionaire with marketable title, free from encumbrances, claims, and encroachments. The Concessionaire shall be entitled to plan and utilise the permissible Floor Space Index (FSI) across the entire site in an aggregate manner subject to applicable laws and approvals.
- 1.1.2. The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the Concession Agreement (Volume II) (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term Concession Agreement (Volume II) (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3. The scope of work will broadly include master planning of the entire Site, designing, engineering, financing, procurement and construction of the project including a set of Mandatory Facilities (the “**Mandatory Facilities**”); and operation and maintenance of the Project during the entire **Concession Period of 33 years** (which shall include the Construction Period) as more particularly set out in terms of the Concession Agreement (Volume II) and its schedules, till the expiry of Concession Period.

The Mandatory Facilities would include a cohesive development of:

| S.No. | Facility                                                                                                                                                                                                                                    |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | International convention centre of seating capacity not less than 5000 seats along with a separate centrally air-conditioned exhibition hall of not less than 1 lakh sqft of floor area (the “ <b>Convention &amp; Exhibition Centre</b> ”) |
| 2.    | 4-Star or above category hotel of not less than 250 keys (“ <b>Star Category Hotel</b> ”)                                                                                                                                                   |

The spatial allocation and built-up area for each of the above components shall be demarcated as part of the master planning exercise and shall conform to zoning norms, with the intent to ensure orderly, efficient, and synergistic development within the overall Project Site.

In addition, the Concessionaire is allowed, as per the terms of the Concession Agreement, to develop assets such as hotel(s), restaurant(s), shopping areas, food courts, retail area or any other tourism related allied facility, etc. in addition to the Mandatory Facilities on the balance portion of the Site as permissible under applicable laws and development control regulations (“**Allied Facilities**”).

The timeline for completion of the Project and consequences of any breach of such timelines shall be as per the terms and conditions of the Concession Agreement. However, the maximum period permitted for completion of: (a) the Project shall be 5 years from the date of execution of the Concession Agreement; and (b) the Mandatory Facilities shall be 3 years from the date of execution of the Concession Agreement.

Further, the Concessionaire shall ensure that, on or before 1st November 2027, a facility of Convention Center with a minimum seating capacity of 2,000 persons and an Exhibition Center with a minimum built-up exhibition area of 20,000 sq. ft along with all associated supporting infrastructure, including adequate parking facilities, pre-function and circulation areas, dining and food court facilities, catering support spaces, service areas, and ancillary amenities necessary for the efficient operation of the Convention and Exhibition Center, is developed and operational for hosting the “Andhra Pradesh Partnership Summit 2027”. Such facility may be developed in the form of temporary, semi-permanent, or permanent structures, or any combination thereof.

#### **1.1.4. Design Guidelines:**

- a. The Authority envisions the Project as a world-class, mixed-use landmark development that establishes a distinctive identity for Andhra Pradesh and strengthens its position as a premier destination for business, tourism, culture, and MICE activities. The design shall be iconic, innovative, and timeless, reflecting the rich art, culture, heritage, and traditions of Andhra Pradesh through contemporary architectural expression.
- b. The Concessionaire shall ensure that the Project is designed, developed, and operated to meet international standards comparable to leading convention and exhibition facilities across the globe. The Project shall be conceived, designed, and developed in accordance with the following Qualitative requirements:

##### **i. Technology**

- a. Use of latest world class technology which shall enhance the visual appeal & feel of the target audience & stakeholders who are going to utilize this facility.
- b. Use of advanced display systems – which shall relay run-time showcase of the events & description of the content of the same to the attendees.
- c. Non-invasive Access-control programmable technology utilities to be used with ease of access and guidance for the host & participants at all levels.
- d. A hightech control & command setup shall be established to control & guide each and every room, halls & passages for two way communication; audio & video to be established.
- e. Advanced video conferencing facilities to be a built-in parameter from one to many & many to one principle for participants & speakers in the convention/plenary halls, conference rooms, round table rooms, state meeting rooms, one to one meeting rooms, & in all breakout/session halls.
- f. Multi-language real-time AI based translation systems shall be established compatible to wearable devices to be utilized by multinational or multilingual customisation systems.

##### **ii. Sustainability**

- a. Entire MICE region under the project shall have “zero/near zero” carbon footprint in the construction & operations with international green compliance parameters.

- b. No/zero emission norms shall be followed inside the project area in transportation & conveyances, zero littering with world class solid & liquid waste management, & net zero norms on power consumption & efficiency parameters.

### **iii. Design and Aesthetics**

- a. All the meeting/board rooms shall be sea facing with maximum exposure to light and greenery.
- b. Maximum utilization of beach side & hill side views for the important rooms – cafeteria (large), exhibition spaces, breakout session rooms to be planned. All VIP waiting lounges shall have beach facing as far as possible.
- c. The large auditorium with 5000 pax shall be retractable with 2000 + 1000 + 500 + 500 with large stage to accommodate any proportional digital requirements for mega programs with digital-audio displays in perceptible angle of the participants at any distance from the stage.
- d. Concealed/pop-up stages to be planned in the main plenary hall & in all halls, for 1000/500 capacity retractable spaces to convert the large space into most utilizable form with world class acoustics & sound engineering.
- e. There shall be very convenient passages & mutually exclusive routes/passages for participants in the event & the service requirements.
- f. The exhibition area shall have a space sufficient for any demonstration as well a facility for open meetings with participants capacity of 100–150 in the frontline of exhibition with good digital visual experience.
- g. 1 plenary hall retractable 5000 pax, 10 one-to-one meeting rooms, 1 state meeting rooms with grand background, 10 board rooms with min 20–30 pax, 3–40 pax board rooms.
- h. Hotel shall be planned in complete sync with convention centre with shape compatible with the terrain making use of maximum sea view. The design shall be symmetrical to the entire MICE design.
- i. A separate common reception for the entire MICE area with grand foyer & natural lighting, with orchard greenery inside & out.
- j. The facility shall be natural disaster compliant with state of the art safety & security systems.
- k. Futuristic design with local ethos, culture & local historical significance embedded (like Thotlakunta Buddhist site adjacent to this Project facility etc).

### **iv. Development Principles**

- a. Create an iconic and globally recognizable destination with a unique architectural character that enhances the skyline and reinforces the positioning of Andhra Pradesh as a leading destination for Meetings, Incentives, Conferences, and Exhibitions (MICE).
- b. Integrate Andhra Pradesh's cultural heritage, craftsmanship, and artistic traditions into the building façade, public realm, landscape, and overall design language.
- c. Incorporate sustainable, resilient, and climate-responsive planning and design principles in accordance with national and international best practices.
- d. Utilize environmentally responsible materials, resource-efficient systems, and innovative technologies to enhance long-term operational performance.
- e. Comply with applicable Indian Standards (IS Codes) and internationally

- accepted engineering and sustainability standards such as WELL Building Standard, ASHRAE guidelines, ISO 14001 Environmental Management Principles, and other relevant international sustainability benchmarks.
- f. Strive to achieve recognized green building certifications such as GRIHA, IGBC, LEED, EDGE, or equivalent international standards, as applicable.
  - g. Promote energy efficiency, water conservation, low-carbon development, occupant well-being, universal accessibility, and environmental sustainability.
- 1.1.5. The Concession Agreement (Volume II) sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").
- 1.1.6. The Site will be made available by the Authority to the Concessionaire in accordance with the provisions of the Concession Agreement read with the Lease Deed. The Concessionaire shall be liable to pay to the Authority, the "**Annual Lease Rent**" for the Site in accordance with the Lease Deed upon handover of the Site.
- 1.1.7. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.8. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2. Brief description of Bidding Process**
- 1.2.1. The Authority has adopted a two stage e-tendering process (referred to as the "**Bidding Process**") for selection of the Bidder as Concessionaire for award of the Concession to undertake the Project. In the first stage, the responsiveness, eligibility and technical evaluation will be carried out based on the details submitted in the Technical Bid with respect to eligibility, qualifications and responsiveness criteria prescribed in this RFP. In the second stage, a financial evaluation will be carried out as specified in Clause 3.7. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.7.1. The mode of Bidding Process is based on Quality cum Cost Based Selection (QCBS). The QCBS method is adopted and adequate weightage is given to the required level of expertise from the Bidders. The weightage given to technical and financial scores are in the ratio of **70:30**. The Bidder scoring the highest combined technical and financial score as per the evaluation process detailed in **Section 3** will be the Selected Bidder as per the RFP. The Bidder shall pay to the Authority a sum of **INR 25,000 (Rupees Twenty Five Thousand)** excluding GST as the Tender Application Fee (Tender Fee) in addition to the Tender Processing Fees of **INR 60,000 (Rupees Sixty Thousand)** excluding GST through [www.apesprocurement.gov.in](http://www.apesprocurement.gov.in).
- 1.2.2. Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 270 days from the Bid Due Date.
- 1.2.3. RFP and any clarifications, addenda and corrigenda issued subsequent to this RFP, will be

deemed to form part of the Bidding Documents.

- 1.2.4. A Bidder is required to deposit, along with its Bid, a Bid Security of **INR 30,00,000 (Rupees Thirty Lakh)** excluding GST (the “**Bid Security**”), refundable not later than 270 days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security.

The Bidders shall provide Bid Security only in the form of a bank guarantee, acceptable to the Authority, having the validity period of not be less than 270 days from the Bid Due Date and a claim period of 60 days, which may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5. During the Bid stage, Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for undertaking the Concession including implementation of the Project.

- 1.2.6. Elements of financial bid for the Project:

Each Bidder shall provide its financial proposal with regard to the Project, by providing its bid for the upfront fee, which shall be payable by the Concessionaire in terms of the Concession Agreement (“**Upfront Fees**”).

It may be noted that the Upfront Fees to be quoted by the Bidders in their Financial Bid shall be greater than **INR 10,00,00,000 (Rupees Ten Crores)** excluding GST (“**Reserve Upfront Fee**”). Any Bidder quoting lesser than the Reserve Upfront Fee shall be disqualified/ rejected by the Authority as being non-responsive to the requirements of this RFP.

The Concession Period is predetermined, as indicated in the Concession Agreement. **The Upfront Fee shall constitute the sole criteria for evaluation of Financial Bids.** Subject to Clause 2.18, the Project will be awarded to the Bidder obtaining highest combined technical and financial score as specified in Clause 3.8. In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is obtains highest combined technical and financial score. The Authority also reserves the right to reject the Highest Bidder or the bid submitted by the Highest Bidder.

- 1.2.7. Other Payments (which are not bid variable):

In addition to the Upfront Fees, the Concessionaire shall pay a Revenue Share as well as Annual Lease Rent, as particularly set out under the Concession Agreement and the Lease Deed, in accordance therewith. For the ease of the Bidders’ reference, a snapshot for the Revenue Share payable by the Concessionaire to the Authority in accordance with the Concession Agreement is set out below:

- (a) A revenue share amount equal to 5% of the Gross Revenue arising out of or in relation to the Mandatory Facilities (“**Mandatory Facilities Revenue Share**”);
- (b) A revenue share amount equal to 5% of the Gross Revenue arising out of or in relation to the Allied Facilities (“**Allied Facilities Revenue Share**”)

Mandatory Facilities Revenue Share and Allied Facilities Revenue Share collectively referred to as “**Revenue Share**”.

- (c) **Minimum Guarantee Revenue:** Minimum Guarantee Revenue (MGR) is the assured amount of revenue that a concessionaire commits to pay to the authority, regardless of actual performance or usage levels.

With effect from Accounting Year 4 of the Concession Period, the MGR shall start from the base value of INR 3,00,00,000 (Rupees Three Crore). Thereafter MGR shall escalate by 15% at the end of every three-year period.

**Payment Obligation** – Higher of Revenue Share or Minimum Guaranteed Revenue (MGR)  
 For the avoidance of doubt, the Minimum Guaranteed Revenue (MGR) is not payable in addition to the Revenue Share; only the higher of the two amounts is payable in any given period.

- (d) The Concessionaire shall pay to the Authority, an “**Annual Lease Rent**” at the rate of INR 130 (Rupees One Hundred Thirty) per square metre, which shall escalate by 15% at the end of every three-year period. Such fee shall be payable quarterly in advance, before the commencement of each quarter during the Concession Period, with effect from the handover of the land by the Authority to the Concessionaire.

1.2.8. Intentionally Left Blank

1.2.9. The Concessionaire shall be entitled to levy and charge User Fee from users of the Project.

1.2.10. Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.11. Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.10 below with identification/ title: “Queries / Request for Additional Information: **RFP for Development of International Convention & Exhibition Centre ,Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis.**”

### 1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule.

| Sl. No. | Event Description                          | Date                                                          |
|---------|--------------------------------------------|---------------------------------------------------------------|
| 1.      | Invitation of RFP / RFP Advertisement      | 09/09/2026                                                    |
| 2.      | Release of RFP document                    | 09-09-2026                                                    |
| 3.      | Last date for receiving queries            | 23-09-2026 (14 days)                                          |
| 4.      | Pre-Bid meeting                            | 28-09-2026 (19 Days) at 1500 Hrs IST through Video Conference |
| 5.      | Authority response to queries latest by    | 05-10-2026 (25 Days)                                          |
| 6.      | Bid Due Date                               | 26-10-2026 (45 Days), 1500 Hrs IST                            |
| 7.      | Physical Submission of Technical Bid       | 28-10-2026 (47 Days), 1530 Hrs IST.                           |
| 8.      | Opening of Technical Bids                  | 26-10-2026 (45 Days), 1530 Hrs IST                            |
| 9.      | Declaration of qualified Eligible Bidders  | Will be intimated later                                       |
| 10.     | Technical Presentation by Eligible Bidders | Will be intimated later                                       |

***Request for Proposal - Volume I***

*Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on DBFOT Basis*

|     |                                   |                               |
|-----|-----------------------------------|-------------------------------|
| 11. | Opening of Financial Bid          | Will be intimated later       |
| 12. | Validity of Bid                   | 270 days from Bid Due Date    |
| 13. | Issuance of Letter of Award (LoA) | Will be intimated later       |
| 14. | Signing of Agreement              | Within 60 days of Date of LOA |

**Note:** *The Bidders may note that while the Authority shall endeavour to adhere to the indicative Bidding Process, as prescribed hereinabove, all scheduled dates indicated in the Bidding Process are subject to revision at the sole discretion of the Authority, at any time, and any revision in the Bidding Process shall be informed by the Authority to the Bidders without assigning any reason and the Bidders agree that the Authority shall not be liable in any manner for any such revision in the scheduled timelines in any manner whatsoever.*

## **SECTION 2. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **2.1. General terms of Bidding**

- 2.1.1. A Bidder may be single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. The Bidder and each member of the Consortium, as applicable, shall be a legal entity duly incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or a partnership firm registered under the Indian Partnership Act, 1932 or a partnership, limited liability partnership registered under the relevant applicable governing law.

No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. An Associate of a Bidder or Bidders having a common Director shall not be entitled to submit another Bid

- 2.1.2. An international Bidder shall ensure that Power of Attorney is legalised/apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.
- 2.1.3. The Project Information Memorandum (the “**PIM**”) is being provided only as a preliminary reference document by way of assistance to the bidders who are expected to carry out their own surveys investigations and other detailed examination of the project before submitting their Bids. Nothing contained in the PIM shall be binding on the authority nor confer any right on the Bidders and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM. Under any circumstances, the PIM shall not serve as any basis, benchmark for any terms or conditions or best industry practices and the conditions of the RFP / draft Concession Agreement shall supersede any such interpretations and/or trends, indications, etc. in the PIM, if any.
- 2.1.4. Notwithstanding anything to the contrary contained in RFP Volume I, the detailed terms specified in the draft Concession Agreement (RFP Volume II) shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5. The Bidder shall deposit a Bid Security of INR 30,00,000 (Rupees Thirty Lakh) in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security only in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also submit proof of online payment of (a) INR 25,000 (Rupees Twenty Five Thousand) towards Tender Application Fee (Tender Fee) to the Authority; and (b) INR 60,000 (Rupees Sixty Thousand) towards Tender Processing Fees. All Payments indicated above are excluding GST.
- 2.1.6. The validity period of the Bank Guarantee shall not be less than 270 days from the Bid Due Date and a claim period of 60 days and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 270 days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as specified under clause 3.8.5.1 (a) of this RFP and the Concession Agreement.
- 2.1.7. The Bidder should submit a power of attorney as per the format at Appendix-III, authorising

the signatory of the Bid to commit the Bidder.

- 2.1.8. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–IV.
- 2.1.9. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10. Wherever any information/ document has been sought in specified formats in this RFP, the Bidders shall provide such information/ document in the such formats (in accordance with the terms of the RFP) or in any other format (which substantially conforms to the requirements of the RFP) subject to the satisfaction of the Authority, and the Authority shall in its sole discretion be entitled to decide whether or not such other format substantially conforms to the requirements of the RFP and Authority’s decision in this regard shall be final and binding on the Bidders.
- 2.1.11. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12. The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.13. This RFP and Bid submitted in response to the RFP is not transferable.
- 2.1.14. Any award of Concession to undertake the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.15. Bidder shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “**SPV**”), to execute the Concession Agreement and implement the Project. The SPV shall obtain Goods and Services Tax (GST) registration in the State of Andhra Pradesh as per applicable law. The Selected Bidder shall hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the commercial operation date of the Mandatory Facilities. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- a. members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the Consortium;
  - b. the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
  - c. the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
  - d. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed.

The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*;

- i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
  - ii. clearly outline the proposed roles and responsibilities, if any, of each member
  - iii. commit the minimum equity stake to be held by each member
  - iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (five) years from the date of commercial operation of the Mandatory Facilities, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.
  - v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the commercial operation date of the Mandatory Facilities; and
  - vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- e. except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- 2.1.16. Any Bidder which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.
- 2.1.17. A Bidder including any Consortium Member or Associate should, in the last 2 years, have neither been blacklisted nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate. For the avoidance of doubt, termination of a Letter of Award for breach shall also be treated as terminated contract for the purpose of this clause.
- 2.1.18. In computing the Technical Capacity and Financial Capacity of the Bidder under Clauses 2.2.2 and 3.4, the Technical Capacity and Financial Capacity of its Associates would also be eligible hereunder.

For the purposes of this RFP, “Associate” means, in relation to the Bidder:

- i. Any person or entity who controls, is controlled by, or is under common control with such Bidder (the “**Associate**”);
- ii. Any entity or person that is controlled, directly or indirectly, by the promoter group of the Bidder;
- iii. Any entity or person that is controlled, directly or indirectly, by immediate family members of the promoters of the Bidder;

- iv. Any entity that forms part of the same promoter group or family-controlled group as the Bidder.

As used in this definition, the expression “control” means, with respect to a person which is a company or corporation:

- a) the ownership, directly or indirectly, of more than 50% of the voting shares of such person; or
- b) holding more than 50% of such person by virtue of an agreement; or
- c) power to govern the policy decisions of such person under statute or an agreement; or
- d) power to appoint or remove the majority of members of the board of directors; or
- e) power to cast the majority of votes at a meeting of the board of directors;

and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law, contract, or otherwise.

For the purposes of this clause:

**“Promoter group”** shall have the meaning assigned to it under applicable SEBI regulations or as disclosed in filings with the stock exchange.

**“Immediate family members”** shall include spouse, parents, siblings, and children of the promoter.

It is clarified that a certificate from a qualified external auditor who audits the books of accounts of the Bidder shall be provided to demonstrate that a person or entity is an Associate of the Bidder. The certificate shall be supported by relevant declarations of shareholding, promoter group structure, or other evidence as may be required by the Authority.

For the avoidance of doubt, being a Trustee of a Trust shall not be construed as having “control” for the purpose of this clause.

2.1.19. The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder must apply to the Bidder or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below; and

2.1.20. While qualification is open to persons from any country, the following provisions shall apply:

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

then the qualification of such Applicant or in the event described in sub clause (b) above, the continued qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 as amended from time to time, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

- 2.1.21. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest Accounting Year of a Bidder, it shall ignore such Accounting Year for the purposes of its Bid and furnish all its information and certification with reference to the 10 years or 1 year, as the case may be, preceding its latest Accounting Year. For the avoidance of doubt, Accounting Year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.1.22. Number of members of Consortium shall not exceed 3 (three), to ensure that the Project benefits from specialized expertise across key disciplines, required for the successful planning, design, development, and implementation of the Project, including, but not limited to, architecture, master planning, engineering, sustainability, and related technical domains.

## **2.2. Eligibility and qualification requirements of Bidder**

- 2.2.1. For determining the eligibility of Bidder, the following shall apply:

- (a) 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, the Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Bidder or Associate (or any constituent thereof) and any other Bidder 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 or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% of the paid up and subscribed capital; of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is not more than 25% of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1, (a) indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or

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

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder 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 any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 year from the date of commercial operation of the Mandatory Facilities.

*Explanation:*

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

- (b) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Bidding Process for such Project.

2.2.2. To be eligible for this RFP, a Bidder shall fulfil the following conditions of eligibility:

- (a) **Technical Capacity:** For demonstrating technical capacity (the “**Technical Capacity**”), the Bidder shall, over the past 10 (ten) Accounting Years preceding the Bid Due Date, have paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1, such that the sum total of the above, is more than **INR 600,00,00,000 (Rupees Six Hundred Crore)**; and
- (b) At least 1 (one) member of the Consortium shall be an architecture firm having a registered legal entity recognized under the legal statute of the country including any Company/ Partnership firms/ Limited Liability Partnership (LLP) firms and/or registered with Council of Architecture (CoA)/ an equivalent statutory authority of relevant jurisdiction (the “**Architecture Firm**”) established for more than 10 years as on Proposal Due Date, who shall be responsible for rendering Architecture Services

for the proposed Project.

*Note: Documentary evidence for the same to be submitted along with Technical Proposal.*

- (i) the Architecture Firm shall have successfully completed at least 2 large scale Landmark Project(s) rendering Architecture Services during the last 10 (ten) years before the Proposal Due Date in India/Abroad;

**“Architecture Services”** – rendering professional architectural, urban design, and planning services for integrated developments, including vision planning, master planning, architectural design, mixed-use development planning, public realm design, landscape integration, mobility integration, infrastructure coordination, preparation of development control guidelines, detailed design, statutory approval support, and construction-stage services.

**“Landmark Project”** - project comprising a combination of hospitality / commercial office complex / retail mall /Institutions/ mixed-use purpose/ convention and/or exhibition centre of development area not less than 50 acres; or Built-up area of not less than 1 million sq.ft

*Note: Documentary proofs in form of copy of Work order / Agreement / Contract signed with the client and copy of Completion Certificate issued by the client shall be submitted along with the Technical Proposal*

- (ii) have a minimum average annual turnover of Rs. 50 Crore (Rupees Fifty Crore Only) over the last three financial years (i.e. 2022-23, 2023-24, 2024-25).

*Note: Proof of turnover of the firm for the last 3 financial years duly certified by the Statutory Auditor<sup>1</sup> to be submitted.*

- (c) **Financial Capacity:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of **INR 150,00,00,000 (Rupees One Hundred Fifty Crore)** at the close of the preceding Accounting Year<sup>2</sup>; and

In case of a Consortium, the combined technical capacity and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility;

- (d) **O&M Experience:** The Bidder shall engage an experienced Hospitality Operator(s) (the “**Hospitality Operator(s)**”), for operation and maintenance of the Convention & Exhibition Centre and Star Category Hotel in conformity with the provisions of the Concession Agreement and having prior experience as below:

---

<sup>1</sup> In jurisdictions where statutory auditors are not appointed or such certification is not customary, the auditor responsible for auditing the annual accounts of the Bidder, or any other qualified independent auditor or accounting professional legally authorized to issue such certification in the relevant jurisdiction, may provide the requisite certification.

<sup>2</sup> In case a Bidder has issued any fresh Equity Capital during the current Accounting Year, the same shall be permitted to be added to the Bidder’s Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect

| <b>Project Facility</b>                       | <b>Prior experience of “Hospitality Operator”</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>For Star Category Hotel</b>                | operating one or more 4-star or equivalent or higher hotel(s) with a minimum capacity of 75 guest rooms each and a minimum combined capacity of not less than 250 guest rooms for a minimum period of 10 years and operational as on the Bid Due Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>For Convention &amp; Exhibition Centre</b> | <p>operating one or more 4-star or equivalent or higher hotel(s) with combined Convention facility capacity of not less than 1500 seating for a minimum period of 10 years and operational as on the Bid Due Date</p> <p align="center">OR</p> <p>operating a standalone air-conditioned convention and/or exhibition centre of not less than 1500 seating for a minimum period of 10 years and operational as on the Bid Due Date. Such air-conditioned convention and/or exhibition centre shall have hosted a minimum of 1 MICE event of not less than 1000 delegates within the last 5 years. (For the purpose of clarity, MICE shall mean meetings, incentives, conventions, exhibitions. Further, for avoidance of doubt, marriages / wedding receptions shall not be considered as a MICE event)</p> |

Such engagement of the Hospitality Operator(s) shall be for a minimum period of 5 years and shall be demonstrated by way of an O&M agreement with the Hospitality Operator(s). The submission of the O&M Agreement along with credentials of the Proposed Hospitality Operator(s) shall be a condition precedent in the Concession Agreement that shall be required to be fulfilled within 90 days of signing of the Concession Agreement.

It is clarified that the Selected Bidder/ Concessionaire may engage either separate or a single Hospitality Operator(s) for the Star Category Hotel and the Convention & Exhibition Centre, respectively, subject to each Hospitality Operator fulfilling the respective required credentials set forth herein above.

If the Bidder is able to meet the O&M Experience requirements of the Hospitality Operator(s) set forth in this clause 2.2.2 (d) by itself, then in such case, a tie-up with a Hospitality Operator(s) shall not be mandatory. However, in such case, the Bidder itself shall be required submit its credentials for having fulfilled the specified O&M Experience.

2.2.3. The Bidders shall enclose with its bid, to be submitted substantially as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors stating the payments made during the past 10 years in respect of the projects specified in paragraph 2.2.2 (a) above.

- (ii) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding Accounting Year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders
- (iii) In case the Bidder fulfils the O&M Experience criteria on its own, documentary evidence towards the same as certified by the Statutory Auditor shall be provided;
- (iv) In case the Bidder fulfils the O&M Experience criteria by relying on the credentials of the Hospitality Operator(s), a signed term sheet/ commitment letter with the Hospitality Operator(s) shall be provided.
- (v) Conceptual master plan providing details of the development milestones to be achieved by the Bidder.

### **2.3. Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

### **2.4. Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process or any other disputes arising out of this RFP or the Bidding Process.

### **2.5. Site visit and verification of information**

2.5.1. Bidders are expected to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them including but not limited to the market assessment and financial viability. Bidders are advised to visit the site and familiarise themselves with the Project / Project terms within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance

of all of its obligations thereunder;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest;
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof;
- (h) acknowledged and accepted to all terms and conditions of the Bidding Documents including the timelines specified therein as fair and adequate for performance of its obligations;
- (i) provided its unconditional acceptance to the terms and conditions of the Bidding Documents and that the Authority has the right to blacklist and debar the Bidder from participating in any Bids in the State of Andhra Pradesh for a period of 3 years in the event of withdrawal of the Bid by the Bidder or in the event of rejection of the Bid / Termination of the Letter of Award or Concession Agreement for reasons of default by the Bidder; and
- (j) downloaded / read all response to pre-bid queries, clarification and addenda issued by the Authority and taken due cognizance of the same while submitting its Bid.

2.5.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

## **2.6. Verification and Disqualification**

2.6.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP, and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invite fresh Bids.

2.6.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into the Concession Agreement, and if the Selected Bidder has already been issued the LOA or the SPV has entered into the Concession Agreement, as the case may be, the same

shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Concession Agreement or otherwise and Blacklist and Debar the Bidder from participating in any Bids in the State of Andhra Pradesh for a period of 3 years.

2.7. Deleted

2.8. Deleted

## **B. DOCUMENTS**

### **2.9. Contents of the RFP**

2.9.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

#### **Volume I: Invitation to Bidders**

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

#### Appendices

*I. Letter comprising the Technical Bid including Annex I to VI*

*II. Bank Guarantee for Bid Security*

*III. Power of Attorney for signing of Bid*

*IV. Power of Attorney for Lead Member of Consortium*

*V. Jt. Bidding Agreement*

*VI. Format for Letter of Award*

#### **Volume II: Draft Concession Agreement**

##### **Project Information Memorandum**

2.9.2. Any addendum or corrigendum provided by the Authority as part of the Bidding Process shall be deemed to be part of this RFP.

### **2.10. Clarifications**

2.10.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail to [chiefengineer-ap@apiic.in](mailto:chiefengineer-ap@apiic.in) in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3.

The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 days prior to the Bid Due Date. The Authority will endeavour to respond to all the queries and publish its responses on the e-tendering portal only, without identifying the source of queries. It shall be deemed that Bidders have downloaded / read all clarifications /

response to pre-bid queries provided by the Authority, prior to the submission of its Bid.

2.10.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.10 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification. *For the avoidance of doubt and notwithstanding anything to the contrary*, it is clarified that for the purposes of evaluation of the documents comprising the Technical Bid and/or Financial Bid, the Authority shall, at its sole and absolute discretion, be entitled to seek any additional or alternate documentation (including in place of, or in addition to, the documents specified under the RFP), which, in the Authority's sole and absolute opinion, demonstrate the concerned Bidder's compliance with the qualification criteria, provisions of the RFP and/or any other requirements in connection with the RFP and/or the Bid. Any consideration of such additional or alternate documents by the Authority shall neither relieve the Bidder of its obligations or liabilities hereunder nor affect any rights of the Authority hereunder, and shall, in no event, be construed as a waiver by the Authority of any of its rights and/or discretions hereunder under Applicable Law.

2.10.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.11. Amendment of RFP**

2.11.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addenda. Notwithstanding anything to the contrary, the Authority may, at its sole and absolute discretion and at any point in time, modify/ amend any timelines set out in the RFP. Without prejudice to the foregoing, the Authority reserves the right to cancel/ withdraw/ suspend / amend the RFP at any stage, in its sole discretion.

2.11.2. Any Clarifications, Addendum and Corrigendum issued hereunder will be in writing and shall be published on the e- tendering portal only.

2.11.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date. It shall be deemed that Bidders have downloaded / read all clarifications / response to pre-bid queries provided by the Authority, prior to the submission of its Bid.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.12. Format and Signing of Bid**

- 2.12.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, proof of online payment of Tender Application Fee (Tender Fee) to the Authority and Tender Processing Fee, POA, etc. as specified in Clause 2.13.3 of the RFP are received in hard copies.
- 2.12.2. The Bid shall be typed and signed in indelible blue ink by the authorised signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

### **2.13. Documents comprising Technical and Financial Bid**

- 2.13.1. The Bidder shall submit the Technical Bid and Financial Bid online through e- procurement portal ([www.apecprocurement.gov.in](http://www.apecprocurement.gov.in)) comprising of the following documents along with supporting documents as appropriate:

#### **Technical Bid**

- (a) Appendix-I (Letter comprising the Technical Bid) including Annex I to VI and supporting certificates / documents.
- (b) Original Statement of Legal Capacity substantially as per format at Annex V to Appendix I.
- (c) Power of Attorney for signing the Bid substantially as per the format at Appendix-III;
- (d) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV;
- (e) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-V
- (f) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- (g) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 5 years.
- (h) Bid Security of INR 30,00,000 (Rupees Thirty Lakh) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.
- (i) Proof of payment for INR 25,000 (Rupees Twenty Five Thousand) towards Tender Application Fee (Tender Fee) to the Authority;
- (j) Proof of payment of INR 60,000 (Rupees Sixty Thousand) towards Tender Processing Fees;
- (k) Signed and stamped copy of the RFP (including Volume I and Volume II), including any addendum, corrigendum or clarification thereto;
- (l) A scanned copy of the Duly Filled-in Checklist of Documents to be submitted as part of the Technical Bid; and
- (m) The online application by the Bidders, as per the formats mentioned in the RFP along with the supporting documents, should also accompany the following documents (Scan and upload on the e-Procurement website):
  - (i) Notarized copy of valid Incorporation Certificate of the Bidder, if applicable.
  - (ii) Notarized copy of GST certificate, if applicable
  - (iii) Notarized copy of PAN Card. In case of a Bidder registered outside India, the copy of PAN Card will not be required. Instead, other documents as specified in the RFP will be required to be submitted.

All of the documents mentioned above are required to be uploaded by the Bidders in the relevant sections as set out in the e-tender portal. In case of any of the relevant sections as set out in the e-tender portal are not applicable to a bidder, the bidder uploads a scan copy of a white sheet with a watermark of the words not applicable printed on the same.

**Financial Bid**

As per format provided in the e-tendering portal (as per format in Appendix VI).

**2.13.2. Checklist of Documents as part of the Technical Bid**

Bidders as part of their Technical Bid shall submit a duly filled in checklist of documents being submitted, as per the format given in Appendix I – Annex VI. The bidder shall tick mark the column titled “Submitted by Bidder” to indicate that the respective document is being submitted as part of the Technical Submission. The columns titled and “Remarks” shall be left blank by the bidder. A notarised and scanned copy of the same will need to be submitted in the online submission and the original shall be required to be submitted as part of the physical submission of the Technical Bid as per clause 2.13.3 of this RFP.

2.13.3. In addition to the online submission, the Bidder shall submit one original set of the Technical Bid (together with copies of Forms/ Documents duly self-certified, required to be submitted along therewith pursuant to this RFP) and clearly marked “**ORIGINAL**” and 1 copy of the Technical Bid, along with Documents, marked “**COPY**”. In the event of any discrepancy between the physical submission and its online submission, the online submission shall prevail. Hard copies of the Technical Bids are to be submitted on or before Bid Due Date to the Authority. The Technical Bid, to be submitted physically, shall contain the following documents:

- (a) Original Power of Attorney for signing the Bid substantially as per format at Appendix-III;
- (b) Original Power of Attorney for Lead Member of Consortium in the format at Appendix-IV
- (c) Original Jt.Bidding Agreement, in case of Consortium, substantially as per format at Appendix-V.
- (d) Bid Security of INR 30,00,000 (Rupees Thirty Lakh) in the form of Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;
- (e) Proof of payment of Tender Application Fee (Tender Fee) to the Authority of INR 25,000 (Rupees Twenty Five Thousand);
- (f) Proof of payment of the Tender Processing Fees of INR 60,000 (Rupees Sixty Thousand);
- (g) Original Statement of Legal Capacity substantially as per format at Annex V to Appendix I;
- (h) Signed copy of the RFP (including Volume I and Volume II), including any addendum, corrigendum or clarification thereto;
- (i) Appendix-I (Letter comprising the Technical Bid) including Annex I to VI and supporting certificates / documents, including certificates from nodal agency as specified in clause 2.2.3;
- (j) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed; and
- (k) Copies of Bidder’s duly audited balance sheet and profit and loss statement for preceding 5 years.

2.13.4. The documents listed at clause 2.13.3 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Technical Bid for the Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on Design, Build, Finance, Operate and Transfer (DBFOT) basis**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope. The Technical Bid should not contain any information pertaining to the Financial Bid, otherwise the Bid is liable to be rejected as per Clause 3.2.1.

2.13.5. The envelope shall be addressed to the following officer and shall be submitted at the respective address:

ATTN. OF: CHIEF ENGINEER (NORTH),  
Andhra Pradesh Industrial Infrastructure Corporation Limited  
APIIC Towers, Plot No. 1, IT Park,  
Mangalagiri, Guntur - 522503  
Phone No.: +91-863-2381850  
E-mail: [chiefengineer-ap@apiic.in](mailto:chiefengineer-ap@apiic.in)

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

2.13.7. Bids submitted by fax, telex, or e-mail shall not be entertained and shall be summarily rejected.

## **2.14. Bid Due Date**

2.14.1. Technical Bid including the documents listed at clause 2.13.1 of the RFP shall be submitted online through e-procurement portal [www.apecurement.gov.in](http://www.apecurement.gov.in) as per the timeline set out in the Data Sheet. Documents listed at clause 2.13.3 of the RFP shall also be physically submitted as per the timeline set out in the Data Sheet at the address provided in Clause 2.13.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the employee of the Authority at the inward section at the office of APIIC.

2.14.2. The Authority may in its sole discretion extend the Bid Due Date by issuing an addendum in accordance with Clause 2.11 of the RFP.

## **2.15. Late Bids**

E-procurement portal [www.apecurement.gov.in](http://www.apecurement.gov.in) shall not allow submission of any Bid after the prescribed date and time at Clause 2.14. Physical receipt of documents listed at Clause 2.11.3 of the RFP after the prescribed date and time at Clause 2.14 or physical submission without an online submission shall not be considered and the bid shall be summarily rejected.

For avoiding any last-minute issues, Bidders are advised to submit their Bids ahead of the specified time.

## **2.16. Procedure for e-tendering General Instructions**

2.16.1. Bidders are required to enroll on the Government of Andhra Pradesh eProcurement System ([www.apecurement.gov.in](http://www.apecurement.gov.in)) by clicking on the link “Online bidder Enrolment”, which is free of charge.

2.16.2. As part of the enrolment process, the bidders will be required to choose a unique login ID and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the eProcurement System

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA, with their profile.

Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others, which may lead to misuse.

Bidder then needs to log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Bidder should take into account any response to pre-bid queries, clarifications, corrigendum/corrigenda published on the e-procurement website before submitting their bids. Bidders may carefully go through the Bid documents to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.

#### 2.16.3. Steps for participation in Tenders:

- a. Bidders are required to enrol on the Government of Andhra Pradesh eProcurement System ([www.apecprocurement.gov.in](http://www.apecprocurement.gov.in)) by clicking on the link “Online bidder Enrollment” on the eProcurement System which is free of charge.
- b. Any queries relating to the process of online bid submission or queries relating to eProcurement System in general may be directed to the 24x7 Helpdesk.
- c. Login to the site and request for the Bid Documents for the relevant project on the portal from the listed tenders
- d. Pay Tender Application Fee (Tender Fee) and Tender Processing Fee through the available online modes.
- e. The scanned copy of the Proof of payment is to be uploaded as part of the online submission of the bid documents.
- f. It is suggested that the payments are made well in advance so that the same are verified and confirmed by the eProcurement System.
- g. Upload the Documents required.
- h. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- i. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- j. Bidder has to select the payment option as “online” to pay the Tender Processing Fee as applicable and enter details of the instrument.
- k. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- l. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- m. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- n. Submit the Tender Online (technical submissions and financial bid documents).
- o. Upon the successful and timely submission of bids, the portal will give a successful bid submission message, and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all other relevant details.
- p. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- q. Submit hard copies of Technical Submissions documents.

#### 2.16.4. Modifications/ Substitution/ withdrawal of Bids

The Bidder may modify its bid after submission, by modifying its bid on the AP e-procurement portal ([www.apecurement.gov.in](http://www.apecurement.gov.in)) portal, till the Bid Due Date and any extension thereof. The procedure for modification of bids is provided on the eProcurement System Portal.

#### 2.17. Online Opening of Bids.

2.17.1. Opening of Bids will be done through online process.

2.17.2. The Authority shall open Technical Bids (online and physical) as per the timeline set out in the Data Sheet in the presence of the authorized representatives of the Bidders, who choose to attend and verify the same against the Technical Bids (physical) submitted by the bidder. Physical receipt of documents listed at Clause 2.13.3 (Technical Bid) of the RFP after the prescribed date and time at Clause 2.14 or non-submission of physical submission (Technical Bid) or physical submission (Technical Bid) without an online submission shall not be considered and the bid shall be summarily rejected. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

#### 2.18. Rejection of Bids

2.18.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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

#### 2.19. Validity of Bids

The Bids shall be valid for a period of not less than 270 days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

#### 2.20. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.21. Correspondence with the Bidder**

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

## **D. BID SECURITY**

### **2.22. Bid Security**

- 2.22.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having its operational branch in Vijayawada, Andhra Pradesh, in favour of the Authority in the format at Appendix-II (the “**Bank Guarantee**”) and having a validity period of not less than 270 (one hundred twenty) days from the Bid Due Date and a claim period of 60 days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.22.2. Intentionally left blank
- 2.22.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.22.4. Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 270 (two hundred seventy) days from the Bid Due Date.
- 2.22.5. The Selected Bidder’s Bid Security will be returned, without any interest, upon the bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.22.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.22.7 hereinbelow. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.22.7. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

- (a) If a Bidder submits a Bid that is non-responsive as per Clause 3.2;
  - (b) Subject however that in the event of encashment of bid security occurring due to operation of Clause 2.22.7 (a), the damage so claimed by the Authority shall be restricted to 5% of the value of the bid security;
  - (c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (d) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (e) In the case of Selected Bidder, if it fails within the specified time limit –
    - (i) to sign and return the duplicate copy of LOA;
    - (ii) to sign the Concession Agreement; or
    - (iii) to furnish the Performance Security within the period prescribed therefore in the Clause 3.8.5.1 of the RFP and the LOA.
  - (f) The selected bidder commits any breach prior to furnishing of the performance security.
- 2.22.8. In the case of any default by the Selected Bidder as listed at clauses 2.22.7 (c) to 2.22.7 (e), apart from forfeiture of the Bid Security, the Letter of Award issued by the Authority shall stand terminated. Further, in such event, the Authority shall reserve its right to Blacklist and Debar the Bidder for participating in any Bids in the State of Andhra Pradesh for a period of 3 years.

### **SECTION 3. EVALUATION OF BIDS**

#### **3.1. Opening and Evaluation of Technical Bids**

- 3.1.1. The Authority shall open the Technical Bids received physically and online as per the timeline set out in the Data Sheet, at the place specified in Clause 2.13.5 and in the presence of the Bidders who choose to attend.
- 3.1.2. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3 and Appendix-V of this RFP.
- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. In case of discrepancies between the online and hard copy of Technical Bids submitted, the online submission shall be considered for evaluation.

#### **3.2. Tests of responsiveness**

- 3.2.1. As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
  - (a) Technical Bid is received online as per the format at Appendix I including but not limited to Annex I;
  - (b) Documents submitted online are received physically;
  - (c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.5 and 2.1.6;
  - (d) Technical Bid is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.7 and 2.1.8, as the case may be;
  - (e) Technical Bid is accompanied by the Jt.Bidding Agreement as specified in Clauses 2.1.15, as the case may be;
  - (f) Technical Bid contain all the information (complete in all respects);
  - (g) Technical Bid does not contain any condition or qualification;
  - (h) Technical Bid contains proof of online payments of (a) INR 25,000 (Rupees Twenty Five Thousand) towards Tender Application Fee (Tender Fee) to the Authority; and (b) INR 60,000 (Rupees Sixty Thousand) towards Tender Processing Fees;
  - (i) it is not non-responsive in terms hereof; and
  - (j) it does not contain any information that is likely to disclose the Bidders Financial Bid.
- 3.2.2. The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Wherever any information/ document has been sought in specified formats in this RFP, the Bidders shall provide such information/ document in such formats (in accordance with the terms of the RFP) or in any other format (which substantially conforms to the requirements of the RFP) subject to the satisfaction of the Authority, and Authority shall in its sole discretion be entitled to decide whether or not such other format substantially conforms to the requirements of the RFP and Authority's decision in this regard shall be final and binding on the Bidders.

### **3.3. Evaluation parameters**

- 3.3.1. Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of parties who do not meet these criteria shall be rejected.
- 3.3.2. The Bidder's competence and capability will be established by the following parameters:
- (a) Technical Capacity; and
  - (b) Financial Capacity.

### **3.4. Eligible Experience for purposes of evaluation**

- 3.4.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify and eligible experience for Technical Capacity (the “**Eligible Experience**”) in relation to eligible projects as stipulated in Clauses 3.4.3 and 3.4.4 (the “**Eligible Projects**”):

**Category 1:** Development of an integrated real estate project comprising of a combination of (a) hospitality / commercial office complex / retail mall / residential / mixed-use purpose, and (b) a convention and/or exhibition centre (not less than 1,000 person capacity). The capital cost of such project should be more than INR 150 (Rupees One Hundred Fifty Crore), excluding the cost of land.

**Category 2:** Development of an integrated real estate project comprising of hospitality / commercial office complex / retail mall / residential / mixed-use purpose. The capital cost of such project should be more than INR 200 (Rupees Two Hundred Crore), excluding the cost of land.

#### **For the purpose of this RFP:**

- (a) **Development** of a project shall mean the process of designing, construction and financing the project.
- 3.4.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.
- 3.4.3. For a project to qualify as an Eligible Project under Categories 1 and 2:
- (a) the Bidder should have paid for development works executed during the 10 Accounting Years immediately preceding the Bid Due Date, and only the payments (gross) actually made during such 10 Accounting Years shall qualify.
  - (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the relevant period for which Eligible Experience is being claimed; and
  - (c) the entity claiming experience shall, during the last 10 Accounting Years preceding the Bid Due Date, have paid for development of the project (excluding the cost of land).
- 3.4.4. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

- 3.4.5. The Experience for an Eligible Project in a given category would be the eligible payments specified in Clause 2.2.2 (a).
- 3.4.6. For the purpose of ascertaining eligibility of Eligible Projects, the capital cost of Eligible Projects shall be adjusted (the “**Adjusted Cost**”) for inflation based on the following multiplication factors (“**Inflation Factors**”) for the corresponding year that capital investment in the project was incurred:

| Accounting Year | Inflation Factor |
|-----------------|------------------|
| 2025-26         | 1.00             |
| 2024-25         | 1.05             |
| 2023-24         | 1.10             |
| 2022-23         | 1.16             |
| 2021-22         | 1.22             |
| 2020-21         | 1.28             |
| 2019-20         | 1.34             |
| 2018-19         | 1.41             |
| 2017-18         | 1.48             |
| 2016-17         | 1.55             |

Illustration:

If Bidder A has incurred a capital cost of INR 100,00,00,000 (Rupees One Hundred Crore in Project X in the Accounting Year 2016- 17, the Adjusted Cost of Project X shall be considered as  $100 \times 1.55$ , i.e., INR 155 Crores.

### **3.5. Evaluation of Technical Proposal**

- 3.5.1. The Bidder should furnish the details of Eligible Experience for the last 10 Accounting Years immediately preceding the Bid Due Date.
- 3.5.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.5.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.
- 3.5.4. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.
- 3.5.5. The Authority reserves the right to get the Bid Security verified from the issuing authority and after due verification, the Authority will evaluate the Technical Bids for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 and 2.2.2 of this RFP.
- 3.5.6. The Technical Proposal of all the Bidders whose Bids are adjudged as responsive in terms of Clause 3.2.1 and who meet the eligibility and qualification requirements as per the terms of Clause 2.2 will be evaluated.
- 3.5.7. Subsequently, the Technical Proposals would be evaluated on the various parameters set out in Appendix – VIII.
- 3.5.8. Only those Bidders who get a score of 70 marks out of a total of 100 in the technical evaluation process, as set out in Appendix-VIII, shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).

- 3.5.9. After evaluation of Technical Bids, the Authority will publish a list of responsive, qualified and Eligible Bidders whose financial bids shall be opened. The Authority shall notify other bidders that they have not been responsive, qualified and Eligible Bidders. The Authority will not entertain any query or clarification from Bidders who fail to be responsive, qualify and eligible.

### **3.6. Financial information for purposes of evaluation**

- 3.6.1. The Bids must be accompanied by the Audited Financial Statements/Annual Reports of the Bidder for the last 5 Accounting Years, preceding the year in which the Bid is made.
- 3.6.2. In case the annual accounts for the latest Accounting Year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements/ Annual Reports for 5 years preceding the year for which the Audited Annual Report is not being provided.
- 3.6.3. The Bidder must establish the Financial Capacity specified in Clause 2.2.2 (c), and provide details as per format at Annex-III of Appendix-I.
- 3.6.4. In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

### **3.7. Opening and Evaluation of Financial Bids**

The Authority shall inform the venue and time of online opening of the Financial Bids to the responsive, qualified and Eligible Bidders through e-procurement portal of the Authority ([www.apecprocurement.gov.in](http://www.apecprocurement.gov.in)). The Authority shall open the online Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall announce the Bid quoted by the responsive, qualified and Eligible Bidders. The Authority shall prepare a record of opening of Financial Bids. The highest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times (F_M/F)$$

(F = amount of Financial Proposal)

#### **3.7.1. Combined and final evaluation**

Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows

$$S = S_T \times T_w + S_F \times F_w$$

**Where S is the combined technical and financial score, and  $T_w$  and  $F_w$  are weightages assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively**

### **3.8. Selection of Bidder**

- 3.8.1. Subject to the provisions of Clause 2.18.1, the Bidder whose Bid is adjudged as responsive, qualified and Eligible in terms of this Article 3 shall provide its financial proposal, by providing its Financial Bid for the Upfront Fee. The Bidder who obtains the highest combined technical and financial score shall be declared as the Selected Bidder (the “**Selected Bidder**”). The remaining Eligible Bidders shall be kept in reserve and may be invited to re-submit the

Financial Bids in case such Highest Bidder withdraws or is not selected for any reason.

3.8.2. Intentionally Left Blank.

3.8.3. In the event that the Highest Bidder is not selected for any reason, the Authority shall, at its discretion invite all responsive, qualified and Eligible Bidder/s kept in reserve, starting from second Highest Bidder, to submit their revised Financial Bids in a sealed envelope on the date as stipulated by Authority. The revised Financial Bids shall not be lesser than the Financial Bids previously submitted by such Bidder/s. On the specified date, the Authority shall open the revised Financial Bid, with prior notice, in the presence of those Eligible Bidder/s who choose to attend and shall identify the Selected Bidder based on such revised Financial Bids. The Authority may, at its discretion, undertake negotiations with the Highest Bidder which shall not be necessarily for negotiations on the quoted Bid.

3.8.4. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

3.8.5. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3, upon the completion of the following:

3.8.5.1. within 45 days of the issue of the “Letter of Award”:

- (a) As per clause 3.8.5.1 of the RFP, provide a Performance Security in the form of an unconditional and irrevocable bank guarantee issued by a scheduled bank and payable at Vijayawada in favour of “Andhra Pradesh Industrial Infrastructure Corporation” for an amount equal to **INR 6,00,00,000 (Rupees Six Crore)** in local currency, as detailed in Article 9 of the Draft Concession Agreement. The format for the Bank Guarantee shall be as per Schedule F of the Draft Concession Agreement.
- (b) submit a Project Development Fee (plus applicable service tax) for an amount equal to **INR 1,00,00,000 (Rupees One Crore)**. The Project Development Fee shall be paid to the Transaction Advisors (as per the details to be provided in the Letter of Award)
- (c) Provide the Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority.
- (d) The Memorandum and Articles of Association of the SPV and list of Directors, list of shareholders and shareholding pattern as submitted to the Registrar of Companies (ROC).
- (e) A legal opinion with respect to the legal status of the Concessionaire (SPV) to enter into this Agreement and the enforceability of the provisions thereof, along with copies of relevant Board Resolutions, Authorisations, etc.
- (f) Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.

**3.8.6. Within a period of 60 days from issue of LOA:**

Sign the Concession Agreement with the Authority in accordance with the terms and conditions set out in the Bidding Documents.

The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

**3.8.7. The stamp duty and registration charges towards signing of the Concession Agreement shall be borne entirely by the Selected Bidder / Concessionaire.**

**3.9. Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

**3.10. Correspondence with Bidder**

**3.10.1. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.**

**3.10.2. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.**

**3.10.3. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.**

**3.11. Shareholding of SPV up to Signing of Concession Agreement**

For the avoidance of doubt and subject to the other conditions of this RFP / the draft Concession Agreement, by the submission of its Bid, the Bidder shall undertake that its shareholding in the SPV shall be 100% and that it shall not dilute its shareholding in the SPV until the signing of the Agreement. Any deviation to this condition shall be treated as default by the Selected Bidder and the Authority shall be entitled for action as Clause 2.22.8 of this RFP.

## **SECTION 4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or during the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. Further, the Authority shall reserve its right to debar and Blacklist such Bidder from participating in any tender processes in the State of Andhra Pradesh for a period of 3 (three) years.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(b) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process, any person in respect of any matter relating to the Bidding Process of such Project, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Bidding Process of the Project;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
  - (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **SECTION 5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as per Clause 1.3. Representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 Option for participating in the pre bid meeting via Video Conferencing shall be made available to the bidders. The link for the same shall be made available on specific request made by the bidders.
- 5.4 Any request for attending the pre-bid conference via VC shall have to made on the letterhead of the Bidder, that shall be scanned and sent through the official email id of the Bidder via email to [chiefengineer-ap@apiic.in](mailto:chiefengineer-ap@apiic.in) along with the details of names, designations, official email ids and mobile nos. of each of the members of the Bidder who wish to attend the pre-bid meeting. Such requests shall be sent latest by the date set out in the Data Sheet. The Authority shall send the pre-bid meeting VC link directly to the e-mail ids before the pre-bid meeting.
- 5.5 In case the Authority feels the necessity for a second pre-bid conference, it may call for the same, the date and time will be intimated only on the e-tendering portal. Option for participating in the pre-bid conference via Video Conferencing shall be available to Bidders in such case.

## **SECTION 6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification within stipulated timeline or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 By participating in this Bid, the Bidder acknowledges and unconditionally accepts to all terms and conditions of this RFP including the timelines for fulfilment of terms and conditions and obligations specified herein or in the Concession Agreement.

## **APPENDIX I: LETTER COMPRISING THE TECHNICAL BID**

---

*(Refer Clause 2.13 and 3.2)*

**To,**  
**Vice Chairman & Managing Director**  
Andhra Pradesh Industrial Infrastructure Corporation Limited  
APIIC Towers,  
Plot No. 1, IT Park, Mangalagiri, Guntur – 522503

Dated:.....

**Sub: Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis**

Dear Sir,

1. With reference to your RFP dated ....., I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid project, and we certify that all information provided in the Bid and in Annex I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members<sup>3</sup> or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part
7. We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(a) and 2.2.1(b) of the RFP.
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or

---

<sup>3</sup> If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State.

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We have already made the online payment of (a) INR 25,000 (Rupees Twenty Five Thousand) towards Tender Application Fee (Tender Fee) to the Authority; and (b) INR 60,000 (Rupees Sixty Thousand) towards Tender Processing Fees.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.18.2 of the RFP.
10. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason, or otherwise, and hereby waive our right to challenge the same on any account whatsoever.
11. I/ We believe that we/our Consortium satisfy (ies) the Financial Capacity and meet(s) all the requirements as specified in the RFP.
12. I/ We declare that we/any Member of the Consortium, or our/its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
13. I/ We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
14. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.
15. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
17. I/ We undertake that the Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP, and duly signed, is enclosed. The Power of Attorney for Signing of Bid and the Power of Attorney for Lead member of the Consortium, as per format provided at Appendix III and Appendix IV of the RFP, are also enclosed.
18. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Bid or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us

in any manner whatsoever.

19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/We agree and understand that the Selected Bidder shall incorporate the SPV as company under the (Indian) Companies Act, 2013, prior to execution of the Concession Agreement.
22. I/We agree and understand that the Selected Bidder shall submit a Project Development Fee (plus applicable service tax) for an amount equal to **Rs. 1,00,00,000 (Rupees One Crore)** within 45 (forty five) days from the date of issuance of Letter of Award. The Project Development Fee shall be paid to the Transaction Advisors (as per the details to be provided in the Letter of Award).
23. I/We have studied all the Bidding Documents carefully and also surveyed the Site of the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession to undertake the Project. We also acknowledge and unconditionally accept to all terms and conditions of this RFP including the timelines for fulfilment of terms and conditions and obligations specified herein or in the Concession Agreement.
24. I/We offer a Bid Security of INR 30,00,000 (Rupees Thirty Lakh) to the Authority in accordance with the RFP.
25. The Bid Security in the form of a Bank Guarantee is attached.
26. The documents accompanying the Technical Bid, as specified in Clause 2.13.3 of the RFP, have been submitted in a separate envelope and marked as "Technical Bid".
27. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Concession to undertake the Project is not awarded to me/us or our Bid is not opened or rejected.
28. The Upfront Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
29. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
30. I/ We certify that in terms of the Bidding Documents, my/our Net worth is INR ..... (INR in words).
31. I/We shall keep this offer valid for 270 days from the Bid Due Date specified in the Bidding Documents.

*Request for Proposal - Volume I*

*Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on DBFOT Basis*

32. I/ We hereby submit our Bid and offer an Upfront Fee as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
33. I/We agree and accept the Authority's right to reject our Bid / withdraw the Letter of Award issued / terminate the Concession Agreement, as the case may be, and debar and Blacklist us (including our associates, subsidiaries and Directors) from participating in any Bids in the State of Andhra Pradesh for a period of 3 (three) years, in case the Authority determines that any fraud has been carried out by us or if any of our submissions are found untrue or if we are found to be in violation of any or all of the clauses 3.8.5, 3.11, 2.22.7 of the RFP.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)  
Name and seal of Bidder

*Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.*

### **Appendix I - Annex-I: Details of Bidder**

---

1. Basic Information:
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder/:
  1. Name:
  2. Designation:
  3. Address:
  4. Phone Number:
  5. Fax Number:
  6. E-Mail Address:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.15(d) should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:

| S.No | Name of the Member | Role <sup>4</sup> | Percentage equity interest in the Bidding Consortium <sup>5</sup> |
|------|--------------------|-------------------|-------------------------------------------------------------------|
|      |                    |                   |                                                                   |
|      |                    |                   |                                                                   |
|      |                    |                   |                                                                   |

---

<sup>4</sup> The role of each Member, as may be determined by the Applicant, should be indicated in accordance with Clause 2.2.1 (b) and instruction 4 at Annex-IV

<sup>5</sup> The percentage of equity interest should be in accordance with Clause 2.1.15 (a) and (d).

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

**Name of Bidder/Member of Consortium:**

| No. | Criteria                                                                                                                                                                                                               | Yes | No |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1.  | Has the Bidder been barred <sup>6</sup> by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise).                                                        |     |    |
| 2.  | If the answer to 1 is yes, does the bar subsist as on the date of Bid                                                                                                                                                  |     |    |
| 3.  | Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years? |     |    |

7. A statement by the Bidder and each of the Members of it Consortium or any of its Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

---

<sup>6</sup> or has been declared by the Authority as non-performer/blacklisted.

## **Appendix I - Annex-II: Technical Capacity of the Bidder – Development Experience**

(Refer to Clauses 2.2.2(a), 3.4 and 3.5)

| Proposed Equity Shareholding in SPV (%) | Project Code** | Category <sup>\$</sup> | Experience <sup>†</sup> (Equivalent INR crore) <sup>\$\$</sup>     |                                                                  |
|-----------------------------------------|----------------|------------------------|--------------------------------------------------------------------|------------------------------------------------------------------|
|                                         |                |                        | Payments made for development of Eligible Projects in Categories 1 | Payments made for development of Eligible Projects in Category 2 |
|                                         | (1)            | (2)                    | (3)                                                                | (4)                                                              |
| Single Entity /Consortium Member        | <b>A</b>       |                        |                                                                    |                                                                  |
|                                         | <b>B</b>       |                        |                                                                    |                                                                  |
|                                         | <b>C</b>       |                        |                                                                    |                                                                  |
|                                         | <b>D</b>       |                        |                                                                    |                                                                  |

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.17 and/ or by a project company eligible under Clause 3.4.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.4.1. In case the Bid Due Date falls within 3 (three) months of the close of the latest Accounting Year, refer to Clause 2.1.20.

# In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.17, shall be provided.

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

\$ Refer Clause 3.4.1.

\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [95 (ninety-five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

.

**Appendix I - Annex-II(A): Technical Capacity of the Bidder – Architecture Services**

*(Refer to Clauses 2.2.2 (b), 3.5 and Appendix VIII)*

| S.No | Name of the Project | Project Activity | Location of the Project | Name of the Client | Estimated Project Cost (in Rs.Cr./US\$ million) | Extent (in Ac.) | Project Built-up Area (in Million sq.ft) | Month/Year of Completion |
|------|---------------------|------------------|-------------------------|--------------------|-------------------------------------------------|-----------------|------------------------------------------|--------------------------|
| (1)  | (2)                 | (3)              | (4)                     | (5)                | (6)                                             | (7)             | (8)                                      | (9)                      |
| 1.   |                     |                  |                         |                    |                                                 |                 |                                          |                          |
| 2.   |                     |                  |                         |                    |                                                 |                 |                                          |                          |
| 3.   |                     |                  |                         |                    |                                                 |                 |                                          |                          |
| 4.   |                     |                  |                         |                    |                                                 |                 |                                          |                          |
| 5.   |                     |                  |                         |                    |                                                 |                 |                                          |                          |

@ Provide details of only those projects that have been undertaken by the Bidder under its own name. Necessary evidence shall be submitted, as shown below:

- a) Work Order/Agreement/Contract from the Client
- b) Completion Certificate issued by the Client or certified by the Statutory Auditor
- c) Project cost certified by Statutory Auditor

*For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [95 (ninety-five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date*

**Appendix I - Annex-II(B): Abstract of Assignments of Key Personnel**

*(Refer to Clauses 2.2.2 (b), 3.5 and Appendix VIII)*

Name of Key Personnel:

Name of Firm:

Designation:

| S.No | Name of the Landmark Project | Name of the Client | Project Cost (in Rs./Cr./US\$ million) | Project BUA (in million sq.ft) | Extent (in Ac.) | Designation of the Key Personnel | Brief Scope delivered by the Key Personnel | Month/Year of Completion |
|------|------------------------------|--------------------|----------------------------------------|--------------------------------|-----------------|----------------------------------|--------------------------------------------|--------------------------|
| (1)  | (2)                          | (3)                | (4)                                    | (5)                            | (6)             | (7)                              | (8)                                        | (9)                      |
| 1.   |                              |                    |                                        |                                |                 |                                  |                                            |                          |
| 2.   |                              |                    |                                        |                                |                 |                                  |                                            |                          |
| 3.   |                              |                    |                                        |                                |                 |                                  |                                            |                          |
| 4.   |                              |                    |                                        |                                |                 |                                  |                                            |                          |
| 5.   |                              |                    |                                        |                                |                 |                                  |                                            |                          |

*@ Use separate Form for each Key Personnel*

**Technical Capacity of the Bidder: O&M Experience**

(Refer to Clauses 2.2.2(d))

(Applicable only in case if the Bidder meets the O&amp;M Experience requirements of the Hospitality Operator(s) set forth in this clause 2.2.2 (d) by itself)

| <b>Project Facility</b>                       | <b>Prior experience of “Hospitality Operator”</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Names of Projects</b> | <b>Capacity of each Project (No. of Guest Rooms and/or capacity of convention facility)</b> | <b>Period Since Operations by Bidder<sup>3</sup></b> |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------------|
| <b>For Star Category Hotel</b>                | operating one or more 4-star or equivalent or higher hotel(s) with a minimum capacity of 75 guest rooms each and a minimum combined capacity of not less than 250 guest rooms for a minimum period of 10 years and operational as on the Bid Due Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                                                             |                                                      |
| <b>For Convention &amp; Exhibition Centre</b> | <p>operating one or more 4-star or equivalent or higher hotel(s) with combined Convention facility capacity of not less than 1500 seating for a minimum period of 10 years and operational as on the Bid Due Date</p> <p style="text-align: center;">OR</p> <p>operating a standalone air-conditioned Convention and/or Exhibition Centre of not less than 1500 seating for a minimum period of 10 years and operational as on the Bid Due Date. Such air-conditioned Convention and/or Exhibition Centre shall have hosted a minimum of 1 MICE event of not less than 1000 delegates within the last 5 years. (For the purpose of clarity, MICE shall mean Meetings, Incentives, Conventions, Exhibitions. Further, for avoidance of doubt, marriages / wedding Receptions shall not be considered as a MICE event)</p> |                          |                                                                                             |                                                      |

<sup>3</sup> Bidder shall be required to provide a Certificate from its Statutory Auditor, certifying the no. of keys, period of operations, combined capacity, min. capacity of each project (No. of Guest Rooms and/or capacity of convention facility), verification of Star Category Certificate, etc. Additional supporting documents shall be required to be provided as proof.

### Appendix I - Annex-III: Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(c), 2.2.3 (ii) and 3.6)

(In INR crore\$\$)

| Proposed Equity Shareholding in SPV (%) | Net Cash Accruals |        |        |        |        | Net Worth <sup>€</sup> |
|-----------------------------------------|-------------------|--------|--------|--------|--------|------------------------|
|                                         | Year 1            | Year 2 | Year 3 | Year 4 | Year 5 | Year 1                 |
| (1)                                     | (2)               | (3)    | (4)    | (5)    | (6)    | (7)                    |
| Single Entity/Consortium Member         |                   |        |        |        |        |                        |
|                                         |                   |        |        |        |        |                        |
|                                         |                   |        |        |        |        |                        |
|                                         |                   |        |        |        |        |                        |
|                                         |                   |        |        |        |        |                        |
|                                         |                   |        |        |        |        |                        |
|                                         |                   |        |        |        |        |                        |
|                                         |                   |        |        |        |        |                        |
|                                         |                   |        |        |        |        |                        |

**Name and address of Bidder's Bankers:**

*€The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.17.*

*\$\$ For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.*

**Instructions:**

- The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The relevant pages of such balance sheets, financial statements and Annual Reports shall be uploaded as part of the online submission of Technical Bid. The entire set of such balance sheets financial statements and Annual Reports shall be required to be submitted as part of the Physical Submission of the Technical Bid. The Authority may, at its sole discretion, seek clarifications/ additional documents in writing from any Bidder regarding its Bid submissions. The financial statements shall:
  - reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
  - be audited by a statutory auditor;
  - be complete, including all notes to the financial statements; and
  - correspond to accounting periods already completed and audited (no statements for partial

periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed Accounting Year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest Accounting Year, refer to Clause 2.1.20.
5. Intentionally Left Blank
6. The Bidder shall also provide the name and address of its Bankers.
7. The Bidder shall provide a Statutory Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 of the RFP.

### **Appendix I - Annex-IV: Details of Eligible Projects**

(Refer to Clauses 2.2.2(a), 3.4 and 3.5)

**Project Code:**

| <b>Item</b>                                                                                  | <b>Refer Instruction</b> | <b>Particulars of the Project</b> |
|----------------------------------------------------------------------------------------------|--------------------------|-----------------------------------|
| (1)                                                                                          | (2)                      | (3)                               |
| Title and nature of the project                                                              |                          |                                   |
| Category                                                                                     | 5                        |                                   |
| Year-wise payments made for development of Eligible Projects under category 1 and 2          | 6                        |                                   |
| Adjusted year-wise payments made for development of Eligible Projects under category 1 and 2 | 12                       |                                   |
| Entity for which the project was developed                                                   | 6                        |                                   |
| Location                                                                                     |                          |                                   |
| Project cost                                                                                 | 7                        |                                   |
| Date of commencement of project/ contract                                                    | 8                        |                                   |
| Date of completion / commissioning                                                           | 8                        |                                   |
| Equity shareholding (with period during which equity was held)                               | 9                        |                                   |
| Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)          |                          |                                   |

**Instructions:**

- Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.3 and 3.4.4 of the RFP, as the case may be. Information provided in this section is intended to serve as a supporting information. Bidders should also refer to the Instructions below.
- For a Bidder, the Project Codes would be a, b, c, d etc.
- A separate sheet should be filled for each Eligible Project.
- Refer to Clause 3.4.1 for category number.

5. The total payments made for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 10 Accounting Years. Year 1 refers to the Accounting Year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.1.20). Payment for development works should only include capital expenditure and should not include expenditure on repairs and maintenance.
6. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided.
7. Provide the capital cost of Eligible Project. Refer to Clauses 3.4.3 and 3.4.4
8. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated.
9. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.4.3).
10. Certificate from the Bidder's statutory auditor<sup>4</sup> or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Associate may provide the requisite certification.
11. If the Bidder is claiming experience under Categories 1 and 2<sup>5</sup>, it should provide a certificate from its statutory auditor in the format below:
12. Provide the Adjusted Cost of Eligible Project. Refer to Clauses 3.4.3, 3.4.4 and 3.4.6.

---

<sup>4</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

<sup>5</sup> Refer Clause 3.4.1 of the RFP.

**Certificate from the Statutory Auditor regarding Category 1 and 2 projects<sup>6</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder/Associate) is/ was an equity shareholder in ..... (title of the project company) and holds/ held INR cr. (Rupees ..... crore) of equity (which constitutes.....%<sup>7</sup> of the total paid up and subscribed equity capital) of the project company from .....(date) to ..... (date)<sup>8</sup>. The project was/is likely to be commissioned on (date ..... of commissioning of the project).

We further certify that the total estimated capital cost of the project is INR ..... cr. (Rupees ..... crore), of which INR ..... cr. (Rupees ..... crore) of capital expenditure was incurred during the past ten Accounting Years as per year-wise details noted below:

.....  
 .....

Name of the audit firm: Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

<sup>6</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

<sup>7</sup> Refer instruction no. 9 in this Annex-IV.

<sup>8</sup> In case the project is owned by the Bidder company, this language may be suitably modified to read: “It is certified that..... (name of Bidder) constructed and/ or owned the.....(name of project) from ..... (date) to ..... (date).”

<sup>9</sup> Refer Clauses 3.4.1 and 3.4.4 of the RFP.

13. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.1.17, the Bidder should also provide a certificate in the format below:

**Certificate from Statutory Auditor/ Company Secretary regarding Associate<sup>14</sup>**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (*name of the Associate*) is held, directly or indirectly<sup>15</sup>, by ..... (*name of Bidder/Consortium Member*). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.1.17 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{*Describe the share-holding of the Bidder/Consortium Member in the Associate*} Name of the audit firm: Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

<sup>14</sup> In the event that the Bidder exercises control over an Associate by operation of law, this certificate may be suitably modified, and copies of the relevant law may be enclosed and referred to.

<sup>15</sup> In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the shareholding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

## **Appendix I - Annex-V: Statement of Legal Capacity**

---

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

Ref. Date:

**To,**

**Vice Chairman & Managing Director**

Andhra Pradesh Industrial Infrastructure Corporation Limited

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

Andhra Pradesh

**Sub: Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis**

We hereby confirm that we satisfy the terms and conditions laid out in the Bidding Document.

We have agreed that ..... (insert member’s name) will act as the Lead Member of our consortium<sup>7</sup>

We have agreed that..... (insert individual’s name) will act as our representative/will act as the representative of the consortium on its behalf<sup>8</sup> and has been duly authorized to submit the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory) For

and on behalf of.....

---

<sup>7</sup> Please strike out whichever is not applicable

<sup>8</sup> Please strike out whichever is not applicable

**Appendix I - Annex-VI: Checklist of Documents to be submitted as part of the Technical Bid****Duly Filled-in Checklist of Documents to be submitted as part of the Technical Bid**

| Sl. No. | Parameters for check of responsiveness                                                                                                                                                                                                                                                                                                                                                 | Submitted by Bidder (Please tick) | Remarks |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------|
| 1.      | Submitted scanned copy Appendix-I (Letter comprising the Technical Bid)                                                                                                                                                                                                                                                                                                                |                                   |         |
| 2.      | Submitted scanned copy Appendix I - Annex-I: (Details of Bidder)                                                                                                                                                                                                                                                                                                                       |                                   |         |
| 3.      | Submitted scanned copy Appendix I - Annex-II: (Technical Capacity of the Bidder)                                                                                                                                                                                                                                                                                                       |                                   |         |
| 4.      | Submitted scanned copy Appendix I - Annex-II: (Technical Capacity of the Bidder: O&M Experience) and supporting documents                                                                                                                                                                                                                                                              |                                   |         |
| 5.      | Submitted scanned copy Appendix I - Annex-III: (Financial Capacity of the Bidder)<br><br>Along with relevant pages of the supporting documents such as balance sheet financial statements and annual reports (The entire set of such balance sheets financial statements and Annual Reports shall be required to be submitted as part of the Physical Submission of the Technical Bid) |                                   |         |
| 6.      | Submitted scanned copy Appendix I - Annex-IV: (Details of Eligible Projects) and supporting documents                                                                                                                                                                                                                                                                                  |                                   |         |
| 7.      | Submitted scanned copy Appendix I - Annex-V: (Statement of Legal Capacity)                                                                                                                                                                                                                                                                                                             |                                   |         |
| 8.      | Submitted scanned copy Appendix I - Annex-VI: (Checklist of Documents to be submitted as part of the Technical Bid)                                                                                                                                                                                                                                                                    |                                   |         |
| 9.      | Submitted scanned copy of Bid Security in the form of Bank Guarantee as per format at Appendix-II from a Scheduled Bank                                                                                                                                                                                                                                                                |                                   |         |
| 10.     | Submitted scanned copy of Power of Attorney for signing of Bid as per format in Appendix-III along with supporting documents                                                                                                                                                                                                                                                           |                                   |         |

**Request for Proposal – Volume I**

*Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on DBFOT Basis*

|     |                                                                                                                                                                                                                                                                                                       |  |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 11. | Submitted scanned copy of Power of Attorney for Lead Member of Consortium signing of Bid as per format in Appendix-IV along with supporting documents                                                                                                                                                 |  |  |
| 12. | Submitted scanned copy of Jt.Bidding Agreement as per format in Appendix-V along with supporting documents                                                                                                                                                                                            |  |  |
| 13. | Scanned Copy of the Memorandum and Articles of Association if the Bidder is a body corporate, and if partnership then copy of its partnership deed                                                                                                                                                    |  |  |
| 14. | Scanned copy of relevant pages of the Bidders duly audited balance sheet and profit and loss statement for preceding 5 years (The entire set of duly audited balance sheets and profit and loss statements shall be required to be submitted as part of the Physical Submission of the Technical Bid) |  |  |
| 15. | Proof of payment for INR 25,000 (Rupees Twenty Five Thousand) towards Tender Application Fee (Tender Fee) to the APIIC                                                                                                                                                                                |  |  |
| 16. | Proof of payment of INR 60,000 (Rupees Sixty Thousand) towards Tender Processing Fees                                                                                                                                                                                                                 |  |  |
| 17. | Scanned copies of the signed and stamped first and last page of the Volume I and Volume II of the RFP (The entire set of duly signed and stamped Volume I and Volume II of the RFP shall be required to be submitted as part of the Physical Submission of the Technical Bid)                         |  |  |
| 18. | Scanned copies of the signed and stamped Addendum(s), Corrigendum(s), and Clarification thereto in full.                                                                                                                                                                                              |  |  |
| 19. | Notarized copy of valid Incorporation Certificate of the Bidder, if applicable.                                                                                                                                                                                                                       |  |  |
| 20. | Notarized copy of valid GST certificate, of the Bidder if applicable                                                                                                                                                                                                                                  |  |  |
| 21. | Notarised Copy of valid PAN Card of the Bidder if applicable                                                                                                                                                                                                                                          |  |  |
| 22. | Additional Documents, if any                                                                                                                                                                                                                                                                          |  |  |

## **APPENDIX – II: Bank Guarantee for Bid Security**

---

*(Refer Clauses 2.1.5 and 2.22.1)*

B.G. No. Dated:

1. In consideration of the Government of Andhra Pradesh, represented by the APIIC having its office at APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur – 522503 Andhra Pradesh , (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis. (hereinafter referred to as “the Project”) pursuant to the RFP dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at .....(hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP , irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR 30,00,000 (Rupees Thirty Lakh) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay such sum or sums up to an aggregate sum of the Guarantee as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein, without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR 30,00,000 (Rupees Thirty Lakh) .
4. This Guarantee shall be irrevocable and remain in full force for a period of 270 days from the Bid Due Date and a claim period of 60 days or for such extended period as may be mutually

agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail or in person to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank (invoking the Bank Guarantee) and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR 30,00,000 (Rupees Thirty Lakh). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before \*\*\* (indicate date falling 270 days after the Bid Due Date).
14. The jurisdiction of this Bank Guarantee shall be in Vijayawada, Andhra Pradesh.

Signed and Delivered by ..... Bank  
By the hand of Mr./Ms .....,  
its .....and authorised official.

(Signature of the Authorised Signatory)  
(Official Seal)

### APPENDIX-III: Format for Power of Attorney for signing of Bid

---

(Refer Clause 2.1.7)

Know all men by these presents, we, .....(name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project - Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis (“Project”) proposed or being developed by the Andhra Pradesh Industrial Infrastructure Corporation (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF ..... , 2026

For .....

(Signature, name, designation and address) of  
person authorized by Board Resolution  
(in case of Firms/Company)/Partner in case of  
Partnership Firms

Witnesses:

1.

2.

Notarised

Notarised Person  
identified by me/personally appeared before me  
/signed before me/Attested/Authenticated\*  
(\*Notary to specify as applicable)  
(Signature, Name and Address of the  
Notary)  
Seal of the Notary  
Registration Number of the Notary  
Date \_\_\_\_\_

Accepted

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be 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 Apostille certificate.*

**APPENDIX-IV: Power of Attorney for Lead Member of Consortium<sup>9</sup>**

*(Refer Clause 2.1.8)*

Whereas the ..... (the “Authority”) has invited bids from pre-qualified and short-listed parties for the ..... Project (the “Project”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

---

<sup>9</sup> To be submitted in original

***Request for Proposal – Volume I***

*Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on DBFOT Basis*

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

For .....  
(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be 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 Apostille certificate.*

**APPENDIX- V Joint Bidding Agreement**  
*(Refer Clause 2.1.15 (d))*  
*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

- 1 ..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

- 2 ..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

- 3 {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

**AND**

- 4 {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

- (A) \_\_\_\_\_, \_\_\_\_\_, represented by its Vice Chairman and Managing Director having its principal offices at \_\_\_\_\_] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No. .... dated ..... (the “**RFP**”) for development, operation and maintenance of the ..... Project (the “**Project**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

## **1 Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

## **2 Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## **3 Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

## **4 Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

- b. Party of the Second Part shall be {the Technical Member of the Consortium;}
- c. {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- d. {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

## **5 Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

## **6 Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2** The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the date of commercial operation of the Mandatory Facilities, be held by the Parties of the First, {Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFP.
- 6.3** The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Mandatory Facilities and the fifth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4** The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the fifth anniversary of the commercial operation date of the Mandatory Facilities.
- 6.5** The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## **7 Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8 Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **9 Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND  
DELIVERED

SIGNED, SEALED AND  
DELIVERED

For and on behalf of  
LEAD MEMBER by:

SECOND PART

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

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

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
THIRD PART

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
FOURTH PART

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

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

In the presence of:

1.

2.

**APPENDIX VI: LETTER COMPRISING THE FINANCIAL BID**

(Refer Clause 2.13)

**To,**  
**Vice Chairman & Managing Director**  
Andhra Pradesh Industrial Infrastructure Corporation Limited  
APIIC Towers,  
Plot No. 1, IT Park, Mangalagiri, Guntur – 522503

Dated:.....

**Sub: Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis**

Dear Sir,

1. With reference to your RFP dated ....., I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/we offer to develop the International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on the stipulated terms and conditions and other particulars therein and I / we hereby submit our financial offer as follows:

*The Upfront Fee payable by us to APIIC shall be Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ in words).*

3. The Upfront Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
4. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
5. I/We shall keep this offer valid for 270 days from the Bid Due Date specified in the Bidding Documents.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)  
Name and seal of Bidder

## APPENDIX VII: Format for Letter of Award

---

*(To be issued by Authority to the Selected Bidder) (Refer Clause 3.8.4)*

Date: \_\_\_\_\_

To,  
(The Selected Bidder)

Dear \_\_\_\_\_,

**Sub: Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam, Andhra Pradesh on Design, Build, Finance, Operate and Transfer (“DBFOT”) Basis**

### Letter of Award

1. We refer to the Bid dated ----- including the Financial Bid submitted by you in response to our Request for Proposal (RFP) dated ----and other documents constituting the Bidding Documents.

The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the RFP document and this Letter of Award.

2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Authority and you are being issued this Letter of Award subject to the following terms and conditions:
- a. As per your Financial Bid dated -----, the Upfront Fee shall be [*insert*], the aforesaid Fee along with deposit shall be subject to conditions set forth in the Agreement and shall be payable in accordance with the Bidding Documents and revisions thereof.
  - b. You, as the “Selected Bidder”, shall provide the following within \_\_\_\_ days of the issue of this “Letter of Award”:
    - i. Performance Security Equivalent for an amount equal to **INR 6,00,00,000 (Rupees Six Crore)** in the form of an unconditional and irrevocable Bank Guarantee in local currency issued by a scheduled bank and payable at Vijayawada. The Performance Security shall be in favour of “Andhra Pradesh Industrial Infrastructure Corporation”. The format for the Bank Guarantee shall be as per Schedule F of the Draft Concession Agreement).
    - ii. Project Development Fee (plus applicable service tax) for an amount equal to **INR 1,00,00,000 (Rupees One Crore)** shall be paid to the Transaction Advisors as per the details below:

- iii. As per clause 3.8.5.1 (c) & 3.8.5.1 (d) of the RFP provide:
1. Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement.
  2. Memorandum and Articles of Association of the SPV.
- iv. As per clause 3.8.5.1 (f) of the RFP carry out, with Authority, on a mutually agree date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.
- v. A legal opinion with respect to the legal status of the Concessionaire (SPV) to enter into this Agreement and the enforceability of the provisions thereof.
- c. The SPV shall sign the Concession Agreement with the Authority subsequent to the fulfilment of terms stated in Paragraph 2 (b) of the LOA and in accordance with the terms and conditions of the Bidding Documents. You/SPV shall ensure that the Agreement is signed not later than 60 days from the issuance of this “Letter of Award”. You/SPV shall incur the duties, levies and taxes applicable for the execution of the Agreement.
- d. You/SPV shall comply with all the terms and conditions of the Bidding Documents.

It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned in the Bidding Documents, within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the RFP document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.

You are requested to convey in writing, your acceptance of this Letter of Award within 7 (seven) days from the date of its issuance.

We look forward to an early compliance of the above-mentioned requirements by you.

Vice Chairman and Managing Director,  
Andhra Pradesh Industrial Infrastructure  
Corporation

## APPENDIX VIII: Technical Proposal Evaluation

| S.No. | Parameters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Max. Marks |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1.    | <p><b>Technical Capacity:</b></p> <p>A. For demonstrating technical capacity (the “<b>Technical Capacity</b>”), the Bidder shall, over the past 10 (ten) Accounting Years preceding the Bid Due Date, have paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1, such that the sum total of the above, is more than <b>INR 600,00,00,000 (Rupees Six Hundred Crore)</b></p> <p><i>Eligible Bidders meeting the minimum Technical Capacity requirement shall be evaluated and awarded marks in accordance with the following criteria:</i></p> <ul style="list-style-type: none"> <li>Aggregate project value <math>\geq</math> INR 600 Cr and <math>&lt;</math> INR 650 Cr: <b>24 Marks</b></li> <li>Aggregate project value <math>\geq</math> INR 650 Cr and <math>&lt;</math> INR 700 Cr: <b>25 Marks</b></li> <li>Aggregate project value <math>\geq</math> INR 700 Cr and <math>&lt;</math> INR 750 Cr: <b>26 Marks</b></li> <li>Aggregate project value <math>\geq</math> INR 750 Cr and <math>&lt;</math> INR 800 Cr: <b>27 Marks</b></li> <li>Aggregate project value <math>\geq</math> INR 800 Cr and <math>&lt;</math> INR 850 Cr: <b>28 Marks</b></li> <li>Aggregate project value <math>\geq</math> INR 850 Cr and <math>&lt;</math> INR 900 Cr: <b>29 Marks</b></li> <li>Aggregate project value <math>\geq</math> INR 900 Cr : <b>30 Marks</b></li> </ul> | 30         |
| 2.    | <p><b>B. Architecture Experience</b></p> <p>The Bidder/any Member of the Consortium shall be an Architecture Firm registered with CoA/an equivalent foreign authority and should have completed at least at least 2 large scale Landmark Projects in hospitality/commercial/retail mall / Institutions/ mixed-use/convention and/or exhibition centre project(s) rendering Architecture Services covering a minimum area of at least 50 acres or 1 million sqft, during the last 10 (ten) years before the Proposal Due Date in India/Abroad; <b>11 Marks</b></p> <ul style="list-style-type: none"> <li>1 additional mark for every such additional project – <b>Max. of 4 marks</b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 15         |
| 3.    | <p><b>Details of Key Personnel to be assigned as part of Project Team for comprehensive Architecture Services</b></p> <p>i. <b>Master Architect:</b> Master in Architecture / Urban Planning / Urban Design with Bachelors in Architecture with valid CoA/equivalent statutory registration body in relevant jurisdiction having minimum experience of 25 years and employed with the Firm for a minimum period of 10 years – <b>3 Marks</b></p> <ul style="list-style-type: none"> <li>1 additional mark for every Landmark Project – <b>Max. of 3 marks</b></li> </ul> <p>ii. <b>Senior Architect:</b> Graduate in Architecture with valid CoA registration/equivalent statutory registration body in relevant jurisdiction having minimum experience of 10 Years and employed with the Firm for a minimum period of 5 years – <b>2 Marks</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 10         |

| S.No. | Parameters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Max. Marks |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|       | <ul style="list-style-type: none"> <li>1 additional mark for every Landmark Project – <b>Max. of 2 marks</b></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |
| 4.    | <p><b>Financial Capacity:</b> The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of <b>INR 150,00,00,000 (Rupees One Hundred Fifty Crore)</b> at the close of the preceding Accounting Year</p> <p><i>Eligible Bidders meeting the minimum Financial Capacity requirement shall be evaluated and awarded marks in accordance with the following criteria:</i></p> <ul style="list-style-type: none"> <li>Net Worth <math>\geq</math> INR 150 Cr and <math>&lt;</math> INR 200 Cr: <b>18 Marks</b></li> <li>Net Worth <math>\geq</math> INR 200 Cr and <math>&lt;</math> INR 250 Cr: <b>19 Marks</b></li> <li>Net Worth <math>\geq</math> INR 250 Cr and <math>&lt;</math> INR 300 Cr: <b>20 Marks</b></li> <li>Net Worth <math>\geq</math> INR 300 Cr and <math>&lt;</math> INR 350 Cr: <b>21 Marks</b></li> <li>Net Worth <math>\geq</math> INR 350 Cr and <math>&lt;</math> INR 400 Cr: <b>22 Marks</b></li> <li>Net Worth <math>\geq</math> INR 400 Cr and <math>&lt;</math> INR 450 Cr: <b>23 Marks</b></li> <li>Net Worth <math>\geq</math> INR 450 Cr and <math>&lt;</math> INR 500 Cr: <b>24 Marks</b></li> <li>Net Worth <math>\geq</math> INR 500 Cr: <b>25 Marks.</b></li> </ul>                                                                                                                                                                                         | 25         |
| 5.    | <p><b>Design Concept Presentation:</b></p> <p>Eligible Bidders meeting the eligibility and qualification requirements as per Clause 2.2 shall be invited, on the date and time as stipulated by the Authority, to make a Technical Presentation before the Evaluation Committee duly constituted by the Authority.</p> <p>The Evaluation Committee shall comprise representatives of the Authority and may include external experts/consultants in the fields of architecture, urban planning, engineering, finance, and project management, as considered appropriate by the Authority.</p> <p>The Technical Presentation shall form an integral part of the technical evaluation process, and the Bidder shall be assessed based on the strength, clarity, and coherence of the submissions made during the presentation in conjunction with the Technical Proposal.</p> <p>Marks shall be awarded by the Evaluation Committee in accordance with the design &amp; architectural criteria set out below:</p> <p><b>3.a Architectural Vision, Design Innovation &amp; Iconicity - 40% Weightage</b></p> <p><b>3.b Spatial Planning &amp; Functional Design Efficiency – 30% Weightage</b></p> <p><b>3.c Design Development, Build Quality &amp; Operational Responsiveness - 15% Weightage</b></p> <p><b>3.d Technical Feasibility, Constructability &amp; Phasing Strategy - 15% Weightage</b></p> | 20         |

***Request for Proposal – Volume I***

*Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on DBFOT Basis*

| <b>S.No.</b> | <b>Parameters</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Max. Marks</b> |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|              | <p><u>Notes:</u></p> <p>(1) <i>The Evaluation Committee may seek clarifications, additional explanations, or supporting details from the Bidder during the course of the presentation, and the same shall be duly considered for scoring purposes.</i></p> <p>(2) <i>Failure of a Bidder to attend the presentation session, without prior approval of the Authority, may result in the Bidder being evaluated solely based on the submitted Technical Proposal or may lead to disqualification, at the discretion of the Authority.</i></p> <p>(3) <i>The decision of the Authority in respect of evaluation of Technical Presentations shall be final and binding.</i></p> |                   |
|              | <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>100</b>        |

**Appendix VIII- Annex-I: Assessment Criteria for Design Concept Presentation**

| S.No                                                               | Evaluation Parameter                                                                                                                     | Assessment Criteria                                                                                                                                                                                               | Max. Marks |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>3A. ARCHITECTURAL VISION, DESIGN INNOVATION &amp; ICONICITY</b> |                                                                                                                                          |                                                                                                                                                                                                                   | <b>40</b>  |
| 1                                                                  | Iconicity & Global Landmark Quality                                                                                                      | Presentation of the design as a distinctive, memorable landmark of international stature; visual identity, skyline presence, and brand-defining silhouette.                                                       | 5          |
| 2                                                                  | Conceptual Design Vision                                                                                                                 | Clarity and strength of the underlying design concept; coherence of design philosophy; ability to create an iconic world-class architectural identity rooted in Andhra heritage                                   | 5          |
| 3                                                                  | Credentials of Lead Architect and Design Team including internationally /nationally renowned with experience in iconic landmark projects | demonstrated involvement of internationally/nationally renowned architects and Council of Architecture (CoA) registered professionals with relevant experience in design and delivery of iconic landmark projects | 5          |
| 4                                                                  | Innovation & Originality                                                                                                                 | Novelty of design approach, use of emerging architectural ideas, non-conventional solutions, and creative differentiation from comparable facilities existing in India                                            | 5          |
| 5                                                                  | Architectural Expression, Form & 3D Views (Design blend)                                                                                 | Quality of massing strategy, proportion, scale, silhouette articulation, and overall three-dimensional composition of the building.                                                                               | 5          |
| 6                                                                  | Façade Design, Materiality & Character                                                                                                   | Façade treatment, material palette, texture, articulation, day/night visual character and appropriateness to a world-class venue.                                                                                 | 5          |
| 7                                                                  | Sustainability & Green Design Integration                                                                                                | Extent to which sustainable design principles, passive strategies, and green building concepts are embedded in the architectural vision (concept-level).                                                          | 5          |
| 8                                                                  | Contextual & Cultural Response                                                                                                           | Sensitivity to site context, urban fabric, climate, and Andhra cultural identity while achieving international iconicity.                                                                                         | 5          |
|                                                                    |                                                                                                                                          | <b>Sub-Total (3A)</b>                                                                                                                                                                                             | <b>40</b>  |
| <b>3B. SPATIAL PLANNING &amp; FUNCTIONAL DESIGN EFFICIENCY</b>     |                                                                                                                                          |                                                                                                                                                                                                                   | <b>30</b>  |
| 1.                                                                 | Master Planning & Site Layout                                                                                                            | Overall site organisation, building placement, open spaces, landscaping integration, and future expansion potential within the site.                                                                              | 5          |
| 2.                                                                 | Functional Zoning                                                                                                                        | Logical zoning of convention halls, exhibition halls, meeting rooms, banquet, back-of-house, and ancillary/retail/hospitality functions.                                                                          | 5          |
| 3.                                                                 | Circulation Planning                                                                                                                     | Clarity and efficiency of visitor, delegate, VIP, exhibitor, and service/goods circulation; separation of public and service movement.                                                                            | 5          |
| 4.                                                                 | Flexibility & Modularity of Halls                                                                                                        | Ability of exhibition/convention halls to be sub-divided, combined, or reconfigured for varied event formats and simultaneous events.                                                                             | 5          |

**Request for Proposal – Volume I**

*Development of International Convention & Exhibition Centre, Star Category Hotel and Allied Facilities at Kapuluppada, Visakhapatnam on DBFOT Basis*

|                                                                               |                                                  |                                                                                                                                                   |            |
|-------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 5.                                                                            | Space Utilization Efficiency                     | Efficiency of net usable/carpet area to gross built-up area ratio; optimisation of column grids and clear-span spaces.                            | 4          |
| 6.                                                                            | Parking & Vehicular / Pedestrian Planning        | Adequacy and efficiency of parking provision, drop-off zones, loading/unloading bays, and pedestrian connectivity.                                | 3          |
| 7                                                                             | Universal Accessibility & Inclusive Design       | Compliance with accessibility norms and thoughtful provision for differently-abled users, seniors, and diverse visitor groups.                    | 3          |
|                                                                               |                                                  | <b>Sub-Total (3B)</b>                                                                                                                             | <b>30</b>  |
| <b>3C. DESIGN DEVELOPMENT, BUILD QUALITY &amp; OPERATIONAL RESPONSIVENESS</b> |                                                  |                                                                                                                                                   | <b>15</b>  |
| 1.                                                                            | Structural System & Design Development           | Appropriateness and development-stage clarity of the structural system concept supporting large-span and iconic forms.                            | 4          |
| 2.                                                                            | MEP & Building Services Integration              | Conceptual integration of HVAC, electrical, fire, and other services within the architectural design without compromising aesthetics or function. | 3          |
| 3.                                                                            | Material Specification & Build Quality Standards | Appropriateness of proposed materials and finishes for durability, world-class quality, and long-term performance.                                | 3          |
| 4.                                                                            | Operational Responsiveness                       | Design responsiveness to day-to-day operational needs: F&B servicing, back-of-house logistics, set-up/tear-down efficiency for events.            | 3          |
| 5.                                                                            | Maintenance & Lifecycle Considerations           | Ease of maintenance, durability, and lifecycle cost-consciousness reflected in design development choices.                                        | 2          |
|                                                                               |                                                  | <b>Sub-Total (3C)</b>                                                                                                                             | <b>15</b>  |
| <b>3D. TECHNICAL FEASIBILITY, CONSTRUCTABILITY &amp; PHASING STRATEGY</b>     |                                                  |                                                                                                                                                   | <b>15</b>  |
| 1.                                                                            | Constructability & Construction Methodology      | Practicality of proposed construction methods/technology for complex/iconic forms; realistic execution approach.                                  | 5          |
| 2.                                                                            | Technical Feasibility vis-à-vis Site Conditions  | Suitability of the design to prevailing site, soil, geotechnical, climatic and infrastructure conditions.                                         | 4          |
| 3.                                                                            | Phasing Strategy & Deliverability                | Soundness of proposed phasing/sequencing to enable partial handover, staged operations, and minimise disruption.                                  | 3          |
| 4.                                                                            | Cost Feasibility & Value Engineering Approach    | Evidence of cost-conscious design thinking and scope for value engineering without compromising design intent.                                    | 3          |
|                                                                               |                                                  | <b>Sub-Total (3D)</b>                                                                                                                             | <b>15</b>  |
| <b>GRAND TOTAL</b>                                                            |                                                  |                                                                                                                                                   | <b>100</b> |

**Note: Scoring Methodology**

The score obtained out of 100 marks shall be proportionately converted to a score out of 20 marks using the following formula:

$$\text{Score for Design Concept Presentation} = (\text{Score obtained out of 100} \div 100) \times 20$$

**Illustration:**

| <b>Bidder(s)</b> | <b>Score for Design Concept Presentation (Out of 100)</b> | <b>Proportionately Converted (Out of 20)</b> |
|------------------|-----------------------------------------------------------|----------------------------------------------|
| Bidder 1         | 100                                                       | 20                                           |
| Bidder 2         | 90                                                        | 18                                           |
| Bidder 3         | 80                                                        | 16                                           |