



Infrastructure Corporation of Andhra Pradesh Limited (INCAP)

**REQUEST FOR PROPOSAL (RFP)
(International Competitive Bidding)**

Volume 1: Instructions to Bidder (ITB) and Bid Data Sheet (BDS)

**SELECTION OF THE DEVELOPER FOR DEVELOPMENT OF INTERNATIONAL
CONVENTION CENTRE AT APIIC GROUND, HARBOUR PARK LAND,
VISAKHAPATNAM, ANDHRA PRADESH UNDER PUBLIC PRIVATE PARTNERSHIP
(PPP) MODE**

(February 2017)

(BID DUE DATE: 31-03-2017)

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**Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)
10-2-1, III Floor, FDC Complex, AC Guards,
Hyderabad – 500 028, India**

Acknowledgement:

This document shall be returned duly signing each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the Bidding Process for the **Selection of the Developer for Development of International Convention Centre at APIIC Ground, Harbour Park Land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) Mode** and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Application submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing authority.

Signature of the issuing Authority

Vice Chairman & Managing Director
Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP)
10-2-1, 3rd Floor, FDC Complex,
AC Guards, Hyderabad – 500028, India.
Tel: +91-40-2332 1771/72 Fax: +91-40-2332 1773
Email: incap@incap.co.in, md@incap.co.in.
Web: www.incap.co.in

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 Tendering Authority/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 the formulation of their Bid pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tendering Authority/ 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 Tendering Authority/ 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 this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Tendering Authority/ 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 with the Bidders’ for participation in the Bidding Process.

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by 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 Tendering Authority/ 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.

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Invitation to Bidders

Date: 25.02.2017

Sub: Selection of the Developer for Development of International Convention Centre at APIIC Ground, Harbour Park Land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) Mode

Dear Sir,

1. Andhra Pradesh Industrial Infrastructure Corporation (APIIC) (the “**Authority**”) envisages to develop an International Convention Centre at APIIC Ground, Harbour Park land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) mode (the “**Project**”).
2. The Authority has nominated the Infrastructure Corporation of Andhra Pradesh (INCAP) (the “**Tendering Authority**”) as the nodal agency to carry out the Bidding Process for selection of a Bidder to whom the Project may be awarded. All communications during the Bidding Process will be carried out by the Tendering Authority on behalf of the Authority.
3. In this regard, the Tendering Authority invites proposals from eligible and interested parties of tourism projects for development of the Project.
4. The RFP document comprises of (collectively known as the “**Bid Documents**”):

Volume I	Invitation to Bidders Instructions to Bidders (ITB) Bid Data Sheet (BDS) Appendices
Volume II	Terms of Reference and Project Profile <ul style="list-style-type: none">• Details of the Project Site• Minimum Development Obligations• Minimum Service Obligations• Other contractual obligations
Volume III	General Conditions of Lease cum Development Agreement (GCA) Special Conditions of Lease cum Development Agreement (SCA)

5. The Request for Proposal (RFP) document can be downloaded from the website www.incap.co.in from 25.02.2017.

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

Instructions to Bidders

A. GENERAL

1. Scope of Bid and Bidding Process	<p>1.1 The Tendering Authority on behalf of the Authority named in the BDS invites bids for development of Project, as briefly described in the BDS and specified in greater detail in these Bidding Documents.</p> <p>1.2 This bid is being called pursuant to Land Lease Policy for Tourism Projects, 2016 notified vide G.O. Ms. No.5, YAT&C (T) Department, dated 03.06.2016</p> <p>1.3 This bid is being called pursuant to G.O. Rt. No. 31, Energy, Infrastructure & Investment (Airports) Department, dated 20.02.2017</p> <p>1.4 The Lease Period proposed is as prescribed in the BDS</p> <p>1.5 The Project Site is as prescribed in the BDS</p>
2. Fraud and Corruption	<p>2.1 It is the Authority's policy to ensure Bidders shall, observe the highest standard of ethical conduct during the execution of Lease cum Development Agreement.* In pursuance of this objective, the Tendering Authority:</p> <p>(A) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, either directly or indirectly, anything of value to improperly influence the actions of another party;</p> <p>(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including the attempt to improperly influence the actions of another party</p> <p>(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;</p> <p>(v) "obstructive practice" is</p> <p>a. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of</p>

* In this context, any action taken by a Bidder to influence the Bidding Process for undue advantage is improper

	<p>matters relevant to the investigation or from pursuing the investigation; or</p> <p>b. Acts intended to materially impede the exercise of the Tendering Authority's inspection and audit rights.</p> <p>(B) shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Agreement in question;</p> <p>(C) shall have the right to inspect their accounts and records and other documents relating to the bid submission and performance of Lease cum Development Agreement</p>
3. Eligible Bidders	<p>3.1 The Tendering Authority has adopted a one-stage bidding process (the “Bidding Process”) for selection of the Bidder for award of the Project. The Bidding Process involves evaluation of Technical and Financial Eligibility of the interested parties/ consortia who make a Bid in accordance with the provisions of this RFP (the “Bidder”, which expression shall, unless repugnant to the context, include the Members of the Consortium) and selection of Bidder with the highest Price Bid.</p> <p>3.2 Bidders shall provide such evidence of their eligibility satisfactorily to the Tendering Authority, as the Tendering Authority may reasonably request.</p> <p>3.3 For determining the eligibility of Bidders, the following shall apply:</p> <p>a) The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium (the “Member”), as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.</p> <p>b) A Bidder may be a natural person, a partnership firm, a registered association/society, a firm registered under the Companies Act, a government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this clause.</p> <p>c) 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. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:</p> <p>(i) the Bidder, its Member or Associate[†] (or any constituent thereof) and any other Bidder, its Member or any Associate</p>

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

	<p>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 Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this clause, 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</p> <p>(ii) a constituent of such Bidder is also a constituent of another Bidder; or</p> <p>(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 any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or</p> <p>(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or</p> <p>(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</p> <p>(vi) such Bidder, or any Associate thereof has participated as a consultant to the Tendering Authority/ Authority in the preparation of any documents, design or technical specifications of the Project.</p>
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	<p>d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Tendering Authority/ Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.</p> <p><i>Explanation:</i> In case a Bidder is a Consortium, then the term Bidder with regards to Conflict of Interest, shall include each Member of such Consortium.</p> <p>3.4 All Bidders either sole or as a Consortium, shall have to comply with the Technical Eligibility and Financial Eligibility criteria to be declared “Eligible”. The Technical Eligibility and Financial Eligibility criteria have been elaborated in the BDS.</p> <p>3.5 The decision of the Tendering Authority shall be final with respect to the determination of the eligibility of the Bidders.</p>
4. Conditions for Sole or consortium bids	<p>4.1 In case of a Consortium, the number of Members should not exceed 2 (two) entities.</p> <p>4.2 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 51% (fifty one per cent) of the paid up and subscribed equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-V, signed by the other member of the Consortium.</p> <p>4.3 In case of a Consortium, the Consortium Members shall together meet the Technical Eligibility and Financial Eligibility requirements.</p> <p>4.4 In evaluating the Technical Eligibility of the Bidder as per BDS, the Eligible Projects of their Associates would also be eligible hereunder.</p>
5. Qualifications of the Bidder	<p>5.1 By submission of documentary evidence in its Bid, the Bidder must establish to the Tendering Authority’s satisfaction:</p> <p>a. That it has the financial and technical capability necessary to perform the Lease-cum-Development Agreement (the “Lease-cum-Development Agreement” or the “Agreement”), meets the Eligibility Criteria specified in the BDS, and has history of successful performance.</p>
6. Operations and Maintenance Requirements	<p>6.1 The Selected Bidder/Developer is required to provide operations and maintenance services for the Project as per the Lease-cum-Development Agreement. The Selected Bidder may undertake the operations and maintenance of the Project on its own, through one of the Consortium Members or through any other agency/company so long as the agency is finalized for operations and maintenance of the Project.</p>

	6.2 Non-compliance with any of the conditions specified above shall be considered as a default.
7. Conditional land lease	<p>7.1 The Land Lease Policy for Tourism Projects, 2016 stipulates provisioning of land to selected Bidder for development and operations & maintenance of the Project.</p> <p>7.2 The Land Lease Deed, part of the Lease-cum-Development Agreement signed with the Selected Bidder, shall be conditional subject to:</p> <ul style="list-style-type: none"> a) meeting the implementation milestones as per specified timelines, as defined in the Bid Documents. b) meeting all the Minimum Development Obligations, as per the Bid Documents. c) maintenance of Minimum Service Obligations after COD, as per the Bid Documents. d) all other terms & conditions of this policy and the Bid Documents. <p>7.3 The leased Project Site shall be used only for the purpose for which it has been leased and not for any other purpose. Any change, arising out of statutory or legal requirements, shall be only after express, written consent of the Authority. Non-compliance of the above condition would entitle the Authority to cancel the conditional land lease.</p> <p>7.4 In case of default in maintenance of Minimum Service Obligations, the Authority may give grace period/ cure period of not more than 45 days, under a notice to rectify the defects, upon expiry of which, the Land Lease Deed is liable for termination with a notice.</p> <p>7.5 Consequences of cancellation (termination) of Land Lease Deed/ cancellation of Lease-cum-Development Agreement due to default of the Selected Bidder:</p> <ul style="list-style-type: none"> a) In case of cancellation, the Authority shall resume the possession of the Project Site with immediate effect including any asset/s, construction etc. on the Project Site. b) The Authority shall not be liable for any type of compensation to the Selected Bidder c) The Authority will invoke the Performance Security of the Selected Bidder d) The Authority shall be at liberty to find an immediate alternative/replacement, or any such alternative it may deem fit to ensure unhindered completion/ operation of the project. <p>7.6 Transfer of Lease: The Lease Agreement is not transferrable. The leased Project Site and the structures erected cannot be alienated/transferred/ sub-leased/ sold/ mortgaged/encumbered in any form either in part or full, to any party.</p> <p>7.7 The Lessee may mortgage its lease hold rights and can do so only after sending written communication of the same to the Authority. However, under no circumstances a Developer is entitled to create any sort of encumbrance on the Project Site.</p>
8. Cost of bidding	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid including inspections to Project Site etc., and the

	<p>Tendering Authority/ Authority will in no case be responsible or liable for those costs.</p> <p>8.2 The Bidder agrees that all bidding costs and expenses shall be non-refundable</p>
9. Site visit	<p>9.1 The Bidder may wish to visit and examine the site or sites of the information system and obtain for itself, at its own cost, responsibility and risk, all information that may be necessary for preparing the Bid and entering into the Lease-cum-Development Agreement. The costs of visiting the site or sites shall be borne by the Bidder.</p>

B. THE BIDDING DOCUMENTS

10. Clarification of Bidding Documents and Pre Bid Meeting	<p>10.1 A prospective Bidder requiring any clarification on the Bid Documents may notify the Tendering Authority in writing to the Tendering Authority by email before the Pre Bid Meeting.</p> <p>10.2 As specified in the BDS, the Tendering Authority will schedule a Pre Bid Meeting at the time, date and place indicated in the BDS. The purpose of the meeting will be to clarify queries and answer questions related to the Project/Bid Documents/Bid Process that may be raised by this stage. A summary of queries raised by the Bidders and responses given by the Tendering Authority will be posted on the Tendering Authority's website. Bidders are required to check the website for response to queries and it is deemed that such responses have been considered by the Bidder in its Bid</p> <p>10.3 No queries regarding the Project and the Bid Documents may not be entertained thereafter.</p>
11. Amendment of Bidding Documents	<p>11.1 At any time prior to the Bid Due Date, the Tendering Authority may, for any reason, whether on its own or in response to queries/suggestions from Bidders, amend the Bid Documents. The amendments so made, shall supersede the earlier clauses. The amendments, or addenda will be posted on the Tendering Authority's website.</p> <p>11.2 Amendments will be provided in the form of addenda to the Bid Documents, which will be posted on the website of the Tendering Authority. Addenda shall be binding on the Bidders. Bidders are required to check the website for any addenda and it is deemed that the Addenda have been considered by the Bidder in its Bid.</p> <p>11.3 In order to afford reasonable time to the Bidders for considering the Addenda in preparing their Bids, the Tendering Authority may, at its discretion, extend the Bid Due Date, in which case, the Tendering Authority will notify all Bidders by publishing the revised Bid Due Date on its website.</p>

C. PREPARATION OF BIDS

12. Language of Bid	12.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the Tendering Authority shall be written in the language specified in the BDS.
13. Documents	<p>13.1 A Bid submitted by the Bidder shall comprise of:</p> <ul style="list-style-type: none"> • Envelope I: General Bid Documents • Envelope II: Eligibility documents • Envelope III: Financial Proposal <p>The contents of each of the above envelopes have been detailed in Appendix I along with applicable forms & formats in subsequent Appendices.</p> <p>13.2 The Selected Bidder will be determined by the Tendering Authority after evaluating envelopes-I, II, III.</p>
14. Bid Prices	<p>14.1 The Annual Land Lease Rent shall be quoted in total (absolute terms). It must be the net amount payable to the Authority and must exclude all taxes including IT, Service Tax, all duties, levies and fees.</p> <p>14.2 It will be the responsibility of the Selected Bidder to pay all taxes including the property tax, IT, Service tax; cess and surcharges etc.</p>
15. Bid Currencies	15.1 Prices shall be quoted in Indian Rupees only
16. Bid Fee	<p>16.1 All Bids shall be accompanied by the Bid Fee, to be paid in a manner as specified in the BDS</p> <p>16.2 Any Bid submitted without the Bid Fee shall be summarily rejected.</p>
17. Bid Security	<p>17.1 The BDS specifies the amount and mode of submission of Bid Security to be submitted by the Bidder. The Bidder shall submit the Bid Security. Any Bid not accompanied by the Bid Security shall be rejected by the Tendering Authority as non-responsive.</p> <p>17.2 The Bid Security of the remaining Qualified Bidders shall be retained by the Tendering Authority. The remaining Qualified Bidders may be requested by the Authority to extend the validity of their Bid Securities if the Lease-cum-Development Agreement is not signed within 180 days of Bid Due Date. However, the remaining Qualified Bidders may choose not to revise the validity of their Bid Securities in which case such Bidders shall not be considered for invitation of offers to match or increase the Bid of H1 in accordance with Clause 29.6. The Bid Securities of remaining Qualified Bidders would be released within 15 days of signing of Lease-cum-Development Agreement with the Selected Bidder, or if the Bidding Process is cancelled by the Tendering Authority.</p> <p>17.3 The Tendering Authority shall be entitled to appropriate the Bid Security and encash the bank guarantee towards compensation / damages on occurrence of any of the events specified in this RFP including:</p> <ul style="list-style-type: none"> • If a Bidder engages in a Corrupt Practice, or Fraudulent Practice, or Coercive Practice, or Undesirable Practice or Restrictive Practice • If a Bidder modifies or withdraws its Bid after opening;

	<ul style="list-style-type: none"> • If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period including extensions made by the Tendering Authority; • If any information or document furnished by the Bidder is found by the Tendering Authority/Authority to be misrepresenting, misleading, incorrect or untrue in any material respect. • In case the Selected Bidder, fails within the specified time limit: <ul style="list-style-type: none"> ○ to acknowledge the Letter of Award/ Letter of Intent (LoI); ○ to sign the Lease-cum-Development Agreement; ○ to furnish the Performance Security as per the provisions of this RFP; ○ to comply with LoI conditions; and/or
18. Period of validity of Bids (the "Bid Validity")	<p>18.1 Bids shall remain valid, for a minimum period as specified in the BDS after the expiry of the Bid Due Date prescribed by the Tendering Authority, pursuant to ITB Clause 21.1.</p> <p>18.2 In exceptional circumstances, prior to expiry of the Bid Validity period, the Tendering Authority may request that the Bidders to extend the period of validity for a specified additional period. The Bidders shall do so, else their Bids will become null and liable for rejection. The Bid Security of such Bidders will be appropriated.</p>
19. Format and Signing of Bid	<p>19.1 The Bidder shall prepare and submit 1 (one) original set of the Bid, 1 (one) copy of the original set and 1 (one) soft copy in pdf format in a CD/ pen drive. The original set shall be clearly marked "ORIGINAL" and the copy of the Bid shall be marked as "COPY".</p> <p>19.2 The original set, consisting of the documents listed in ITB Clause 13.2, shall be typed in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid Documents (including all addenda and corrigenda issued) shall be initialled by the person or persons signing the Bid.</p> <p>19.3 The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.</p>

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids	<p>20.1 The Bidder shall seal all the envelopes. The original set, copy and soft copy shall then be sealed in an outer envelope.</p> <p>20.2 a) All the envelopes shall be addressed to the address specified in the BDS for ITB Clause 20.2</p> <p>b) The envelopes shall clearly bear the following identification:</p> <p>“Bid for Development of International Convention Centre at APIIC Ground, Harbour Park land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) mode”</p> <p>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 each of the envelopes.</p> <p>20.3 Bids received after the Bid Due Date shall be returned unopened.</p> <p>20.4 If the outer envelope is not sealed and marked as required under ITB Clause 20.2, the Tendering Authority will assume no responsibility for the Bid’s misplacement or premature opening.</p>
21. Deadline for Submission of Bids (Bid Due Date)	<p>21.1 Bids must be received by the Tendering Authority at the address specified in the BDS for ITB Clause 20.2 no later than the time and date stated in the BDS (the “Bid Due Date”).</p> <p>21.2 The Tendering Authority may, at its discretion, extend the Bid Due Date in accordance with ITB Clause 11.3, in which case all rights and obligations of the Tendering Authority and Bidders will thereafter be subject to the deadline as extended.</p>
22. Submission of Bids	<p>22.1 The Bidders are advised in their own interest to ensure that completed Bids reaches the office of the Tendering Authority at the address mentioned in BDS well before the dates stipulated in the BDS.</p> <p>22.2 Bids submitted through Speed post/ Registered Post / Courier / Hand delivered shall be accepted. Bids submitted by fax, telex, telegram or e-mail shall be summarily rejected.</p> <p>22.3 Any Bid received by the Tendering Authority after the bid submission deadline prescribed by the Authority in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.</p>
23. Modifications/ substitution/ withdrawal of Bids	<p>23.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.</p> <p>23.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 23.1, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.</p>

	23.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
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E. BID OPENING AND EVALUATION

24. Opening of Bids by Authority	24.1 The Tendering Authority will open Bids, at the time, on the date and at the place specified in the BDS. Bidders' representatives may attend the same at their discretion
25. Clarification of Bids	<p>25.1 During the Bid evaluation, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted.</p> <p>25.2 If a Bidder does not provide clarifications sought under Clause 25.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Tendering Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Tendering Authority.</p>
26. Preliminary Examination of Bids/ Test of Responsiveness	<p>26.1 The Tendering Authority will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order as specified in the RFP.</p> <p>26.2 The Tendering Authority may waive any minor infirmity, nonconformity, or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the evaluation of any Bidder</p> <p>26.3 Prior to the detailed evaluation, the Tendering Authority will determine whether each Bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive Bid is one that substantially conforms to all the terms, conditions, and specifications of the Bid Documents without any material deviations or exceptions or conditions. The Bid shall be unconditional.</p> <p>26.4 If a Bid is not substantially responsive, it will be rejected by the Tendering Authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Tendering Authority's determination of Bid responsiveness will be based on the contents of the Bid itself.</p> <p>26.5 The Tendering Authority's decision on the determination of responsiveness of a Bid is final and binding on all the Bidders.</p>
27. Scrutiny of Envelope I submissions	<p>27.1 The Tendering Authority will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.</p> <p>27.2 In case a Bid is found to be responsive, it would be passed on to the next phase i.e. evaluation of Envelope II Submission – Eligibility Documents.</p>
28. Envelope II – Eligibility evaluation	28.1 Once a Bid is found to be responsive, Envelope II Submission i.e. Eligibility Documents would be evaluated. In case Envelope II Submissions are found to be inadequate, the Tendering Authority may request the Bidder for updated documents to the same effect or may in its sole discretion have

	<p>the right to reject the Bid. Further, as part of the evaluation process, the Tendering Authority may also request the Bidder to submit clarifications.</p> <p>28.2 The Tendering Authority reserves the right to reject any Bid without opening Envelope III submissions i.e., Financial Proposal (Price Bid) if in its opinion, Envelope II submissions are not substantially responsive or the Bidder is falling short to meet the Eligibility Criteria set. (However, for minor deviations, the information can be reviewed and evaluated by Tendering Authority without communication with the Bidder).</p> <p>28.3 The Bidders, whose Bids are found to be eligible after the evaluation process shall be termed as “Qualified Bidders”, (the “Qualified Bidders”). Envelope III i.e. Financial Proposals of Qualified Bidders shall only be opened and evaluated in the manner as given in Clause 29.</p>					
29. Envelope III – Ranking of financial proposals	<p>29.1 In this phase of selection, the Tendering Authority will open the Financial Proposals of the Qualified Bidders.</p> <p>29.2 The Financial Proposals shall be opened at a time, date and venue as intimated by the Tendering Authority. The Financial Proposals would be opened in the presence of the representatives of all concerned Bidders, who choose to attend.</p> <p>29.3 The Bidders are required to quote the Annual Land Lease Rent to be paid to the Authority. The minimum lease amount (“Upset price”) would be as specified in the BDS and also the Financial Proposal (Price Bid). The amount quoted by the Bidder shall be excluding applicable taxes and Service Tax. All taxes shall be payable by the Selected Bidder.</p> <p>29.4 The Bidders will be ranked as H1, H2, H3 etc. based on their Price Bids. The Bidder with highest quote will be ranked H1.</p> <p>29.5 The Qualified Bidder quoting the highest Annual Land Lease Rent (H1) shall be declared as the “Selected Bidder”.</p> <p>29.6 In case the H1 Bidder backs out, the Tendering Authority reserves the right to invite the subsequent Qualified Bidders, to match or increase the H1 offer or invite fresh bids.</p> <p>29.7 In case, competitive bidding process results into Bids having two equal highest Price Bids, the Tendering Authority:</p> <ol style="list-style-type: none"> shall identify the Successful Bidder by asking the tied Bidders to provide their best and final offer in sealed covers which shall be opened on a specified date. The Bidder proposing the most advantageous final offer to the Tendering Authority shall be declared the most “Selected Bidder”. If the tie continues even after above approach, an experience score of the tied Bidders shall be calculated as per the following: 					
S. No	Criteria	Requirement as per Bid Documents (INR CR)	Tied Bidder - 1		Tied Bidder - 2	
			Experience (INR CR)	Technical Score	Experience (INR CR)	Technical score

	1	Experience Score	A	X1	X1/A	X2	X2/A
	<p>The Bidder with highest Experience Score shall be declared as the “Selected Bidder”.</p> <p>c) If tie persists, the Successful Bidder shall be selected by draw of lots, which shall be conducted with prior notice, in the presence of tied Bidders who choose to attend.</p> <p>d) The price bid offered at stage (a) above shall become the quote of the Selected Bidder superseding that quoted in the Financial Proposal.</p> <p>29.8 In case Bidding Process results less than 2 Bids, the last Bid Due Date may be extended at the discretion of the Tendering Authority. Even if after the second call, the number of Bids received are less than two, the Tendering Authority would proceed with evaluation of the single Bid received leading to identification of Selected Bidder.</p>						
30. Contacting the Authority	<p>30.1 From the opening of Bids to the execution of Lease-cum-Development agreement, if any Bidder intends to communicate to the Tendering Authority on any aspect related to the Bidding Process, it shall do so in writing.</p> <p>30.2 If a Bidder tries to directly, or indirectly influence the Tendering Authority or otherwise interfere in the Bid evaluation process and the Project award decision, its Bid is liable for rejection duly forfeiting all the deposits held at that time.</p>						

F. POST QUALIFICATION AND EXECUTION OF LEASE CUM DEVELOPMENT AGREEMENT

31. Right to accept or reject any or all Bids	<p>31.1 Notwithstanding anything contained in this RFP, the Tendering Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Tendering Authority rejects or annuls all the Bids, it may, in its discretion, invite all Bidders to submit fresh Bids hereunder.</p> <p>31.2 The Tendering Authority reserves the right to reject any Bid if:</p> <ul style="list-style-type: none"> a) at any time, a material misrepresentation is made or uncovered, or b) the Bidder does not provide, within the time specified by the Tendering Authority, the supplemental information sought by the Tendering Authority for evaluation of the Bid. <p>If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then the Tendering Authority reserves the right to:</p> <ul style="list-style-type: none"> a) invite the remaining Qualified Bidders to match the price quote of the Selected Bidder/ submit their Bids in accordance with the RFP; or b) take any such measure as may be deemed fit in the sole discretion of the Tendering Authority, including annulment of the Bidding Process. <p>31.3 In case it is found during the evaluation or at any time before signing of the Lease-cum-Development Agreement or after its execution and during the period of subsistence thereof, including the lease thereby granted by the Authority, that the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the Selected Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LoI or entering into of the Lease-cum-Development Agreement, and if the Selected Bidder/SPV has already been issued the LoI or has entered into the Lease-cum-Development 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, without the Authority being liable in any manner whatsoever to the Selected Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Lease-cum-Development Agreement or under applicable law.</p>
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	<p>31.4 The Tendering Authority/ Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Tendering Authority/ Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Tendering Authority/ Authority thereunder.</p>
32. Issuance of Letter of Intent (LoI)	<p>32.1 Prior to the expiration of the period of Bid Validity, the Tendering Authority shall notify the Selected Bidder, in writing, that its Bid has been accepted.</p> <p>32.2 The Authority shall notify the Selected Bidder through a Letter of Intent (the “LoI”) (to be issued in duplicate) that its Bid has been accepted.</p> <p>32.3 The Selected Bidder shall, within 15 (fifteen) days from the date of LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event, the duplicate copy of the LoI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to the extension of time for submission thereof, appropriate the Bid Security and encash the bank guarantee of such Bidder as pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LoI, and the next Qualified Bidder may be considered.</p> <p>32.4 Within the time specified in the LoI, the Selected Bidder shall be required to execute the Agreement by satisfying other terms and conditions as specified in this RFP to be carried out before signing of the Agreement. The conditions to be satisfied by the Selected Bidder, for execution of the Lease cum Development agreement include:</p> <ul style="list-style-type: none"> a) Submission of a signed duplicate copy of the LoI by the Selected Bidder to the Authority. b) Compliance to all conditions specified in the LoI. <p>32.5 In case the Selected Bidder fails to comply with the conditions for signing of the Agreement within the time specified in the LoI or as extended by the Authority, the Authority may revoke the LoI, forfeiting its deposits and invite the subsequent Qualified Bidders, to match or increase the H1 offer or invite fresh bids.</p>
33. Project Development Fee	<p>33.1 The Selected Bidder shall be required to submit a Project Development Fee (plus applicable Service Tax) by way of Demand Draft as per the details provided in the BDS.</p> <p>33.2 The Project Development Fee shall be paid within 7 days from the date of issue of LoI as a precondition for signing of the Agreement.</p>
34. Performance Security	<p>34.1 The Selected Bidder shall be required to submit Performance Security (the “Performance Security”) by way of a revolving, unconditional and irrevocable bank guarantee, as per the details provided in the BDS. The Performance Security is for due and</p>

	<p>punctual performance of the obligations of the Selected Bidder under the Agreement.</p> <p>34.2 The Performance Security in the form of a bank guarantee for each subsequent year should be submitted to the Authority by the Selected Bidder at least 30 days before the expiry of the existing bank guarantee, thereby ensuring that the Performance Security is valid during the Lease Period.</p> <p>34.3 The Performance Security shall be encashed for defaults of the Selected Bidder as defined in the Agreement. The Selected Bidder is expected to replenish or provide fresh Performance Security within a period of 15 days in the case of such encashment by the Authority.</p>
35. Special conditions for Special Purpose Vehicle (SPV) /Special Purpose Company (SPC)	<p>35.1 Lock-In Period: For the purpose of this RFP, “Lock-In Period” shall be defined as a period of 5 (five) years post the COD.</p> <p>35.2 In case of sole Bidder, it shall retain minimum of 51% as equity contribution in the SPC/ SPV throughout the Lock-In Period.</p> <p>35.3 In the SPC/ SPV formed by a Consortium of two Members, the total equity contribution put together by both the Consortium Members shall not be less than 51% throughout the Lock-In Period.</p> <p>35.4 Further, in the SPC/ SPV formed by a Consortium of two Members, the equity contribution of the Lead Member in the consortium shall not be less than 51% throughout the Lock-In Period and equity contribution from the other Member in the Consortium shall not be less than 10% throughout the Lock-In Period.</p>

SECTION II. BID DATA SHEET (BDS)

Bid Data Sheet (BDS)

The following specific information relating to the Project and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Wherever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB

A. GENERAL

ITB 1.1	Name of “Authority”: Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) Name of “ Tendering Authority ”: Infrastructure Corporation of Andhra Pradesh (INCAP)
ITB 1.2	Title of RFP: Selection of the Developer for Development of International Convention Centre at APIIC Ground, Harbour Park Land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) Mode
ITB 1.4	Lease Period: 33 years. The Lease Period may be renewed for an additional period of 33 years subject to compliance to all terms and conditions of the Agreement by the Lessee on first right of refusal basis on mutual agreement of conditions
ITB 1.5	Project Site: The Project Site is spread over 9.12 acres in the survey numbers 1011/1A1&A2. In case of request from Bidders, the Authority may provide additional land for the Project, at its discretion and if available.

B. ELIGIBILITY CRITERIA

ITB Clause Reference	Parameter	Eligibility Requirement (in INR)	Bid by Single Entity	Bid by a Consortium		
				Lead Member of the consortium	Other member of consortium	All members combined
General Experience						
ITB 3.4	Total value of Eligible Projects developed and completed (“ Technical Score ”)	INR 1,520 crore	Must meet the requirement			Must meet the requirement
Financial Eligibility						
ITB 3.4	Net Worth of the Bidder	INR 190 crore	Must meet the requirement			Must meet the requirement
ITB 3.4	Annual Turnover in last financial year	INR 190 crore	Must meet the requirement	Must meet the requirement		Must meet the requirement
Note: An “ Eligible Project ” is one which meets all the following criteria:						

- (1) Minimum project value should be Rs. 152 crore
- (2) The entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
- (3) Should have been completed in the last 5 years preceding the Bid Due Date;
- (4) Should be from any of the following project types: 3-Star category and above Hotel/ Convention centre/ Exhibition Centre/ Commercial Complex

The Eligible Projects of the Associates of the Bidder and Consortium Members would also be eligible hereunder.

C. PREPARATION OF BIDS

ITB 10.1	<p>Pre-bid queries:</p> <p>The Bidders should submit their queries/ suggestions on the RFP, strictly in the format given below:</p> <table><tr><th>S. No.</th><th>Reference to Section and Clause of RFP</th><th>Reference Page No.</th><th>Reference Clause description</th><th>Query/ Suggestion</th></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table> <p>The queries shall be sent to incap@incap.co.in</p> <p>Pre-Bid Meeting:</p> <p>The date, time and venue of the Pre-Bid Meeting shall be: Date: 04-03-2017 Time: 1130 hrs Venue: Infrastructure Corporation of Andhra Pradesh Limited (INCAP) # 10-2-1, III Floor, FDC Complex, AC Guards, Hyderabad – 500 028, India</p> <p>In case, the designated date is an unscheduled holiday, the revised date for Pre-Bid Meeting will be uploaded in the following website – www.incap.co.in. The time and venue of meeting will remain unchanged.</p>	S. No.	Reference to Section and Clause of RFP	Reference Page No.	Reference Clause description	Query/ Suggestion										
S. No.	Reference to Section and Clause of RFP	Reference Page No.	Reference Clause description	Query/ Suggestion												
ITB 16.1	<p>Bid Fee: Non-refundable INR 50,000 only</p> <p>The cost of Bid shall be submitted through a Demand Draft, issued by one of the Nationalized/Scheduled Banks in India for Rs. 50,000 (Rupees. Fifty Thousand only) in favour of the Vice Chairman & Managing Director, INCAP Limited, payable at Hyderabad.</p>															
ITB 17.1	<p>Bid Security: INR 76,000,000</p> <p>The Bid Security of INR 76,000,000 (Rupees Seven Crore Sixty Lakh Only) shall be submitted in the form of either Demand Draft or unconditional and irrevocable Bank Guarantee from a Nationalized/ Scheduled Bank (excluding Co-operative Banks) in favour of Infrastructure Corporation of Andhra Pradesh</p>															

	and have a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and shall be extended until the Performance Security is submitted by the Selected Bidder.
ITB 18.1	Validity of Bid: 180 days from the Bid Due Date

D. SUBMISSION OF BIDS

ITB 12.1	Language of the Bid and all other correspondence: English
ITB 20.2	Address for Bid submission: Infrastructure Corporation of Andhra Pradesh Limited (INCAP) # 10-2-1, III Floor, FDC Complex, AC Guards, Hyderabad – 500 028, India
ITB 21.1	Bid Due Date: 1500 hrs on 31-03-2017 In case, the Bid Due Date is an unscheduled holiday, the Bids shall be submitted on the next working day. The time and venue of submission will remain unchanged.

E. BID OPENING AND EVALUATION

ITB 24.1	The date, time and venue of the Bid opening shall be: Date: 31-03-2017 Time: 1600 hrs Venue: Board Room, Infrastructure Corporation of Andhra Pradesh Limited (INCAP) # 10-2-1, III Floor, FDC Complex, AC Guards, Hyderabad – 500 028, India In case, the Bid opening date is an unscheduled holiday, the Bids shall be opened on the next working day. The time and venue of submission will remain unchanged.
ITB 29.3	The Upset Price shall be INR 39,726,720 (Rupees Three Crore Ninety Seven Lakh Twenty Six Thousand Seven Hundred and Twenty Only). In case the Project Site is revised in accordance with Clause 1.5, the Upset Price shall be suitably modified.

F. POST QUALIFICATION AND PRE-CONDITION FOR EXECUTION OF LEASE CUM DEVELOPMENT AGREEMENT

ITB 33.1	Demand Draft of INR 19,000,000 (Rupees One Crore Ninety Lakh only) drawn in favour of the Vice Chairman & Managing Director, INCAP Limited, payable at Hyderabad towards Project Development Fee shall be submitted to the Authority within 7 days of issuance of LoI.
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ITB 34.1	Bank Guarantee of INR 190,000,000 (Rupees Nineteen Crore Only) towards Performance Security shall be submitted to the Authority as prescribed in the Agreement. The validity of Performance Guarantee shall be 3 years. The Performance Security in the form of a bank guarantee for each subsequent year should be submitted to the Authority by the Selected Bidder at least 30 days before the expiry of the existing bank guarantee, thereby ensuring that the Performance Security is valid during the Lease Period.
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SECTION III. APPENDICES AND SAMPLE FORMATS

A. APPENDIX I - Checklist

Sl. No.	Enclosures to the Envelope-1, Envelope-2 and Envelope-3	Status (Submitted/ Not Submitted)	Comments, if any
Envelope - 1			
1.	Downloaded RFP document duly signed by the Bidder on each page in token acceptance of the terms and conditions		
2.	Covering letter in the format provided in Appendix II - Format for Covering Letter		
3.	General information of the Bidder in the format provided in Appendix III – General Information		
4.	Bank guarantee for Bid Security of INR 76,000,000 (Rupees Seven Crore Sixty Lakh Only) as per Appendix VII		
5.	Demand draft for Bid Fee of INR 50,000 (Rupees Fifty Thousand Only)		
6.	Power of Attorney for Bid signatory in the format provided in Appendix IV – Format of Power of Attorney for Bid Signatory		
7.	Joint Bidding Agreement, if bidding in a Consortium in format provided in Appendix VI: Joint Bidding Agreement		
8.	Power of Attorney for Lead Member in Consortium in format provided in appendix V: Format for Power of Attorney for Lead Member in Consortium		
9.	Statement of Legal Capacity in format provided in Appendix IX –Statement of Legal Capacity		
10.	Certificate of Registration/ Incorporation establishing that the sole Bidder/ Lead Member in Consortium are legally registered in India under relevant act (Companies Act/ Partnership Act etc.)		
11.	Other member in Consortium may be an entity registered in/ outside India- registration/ incorporation proof for the same should also be furnished		
Envelope - 2			
12.	Technical details of the Bidder in prescribed format provided in Appendix VII		
13.	Financial details of the Bidder in prescribed format provided in Appendix VIII		
Envelope – 3			
14.	Financial Proposal (Price Bid) as per the format provided at Appendix VIII – Format for Financial Proposal		

B. APPENDIX II – Format for Covering Letter

(On the letterhead of the Bidder)

To,

The Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)
#10-2-1, III Floor, FDC Complex, AC Guards,
Hyderabad – 500 028, India

Subject: Bid for the Development of International Convention Centre at APIIC Ground, Harbour Park land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) mode

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Tendering Authority/ Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Developer for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Developer for the development of the aforesaid Project.
4. I/ We shall make available to the Tendering Authority/ Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Tendering 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[£] 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. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bid Documents, including any Addendum issued by the Tendering Authority; and
 - b) I/ We do not have any conflict of interest in accordance with Clauses 3.3 of the RFP document; and

[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- 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 2.1 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Tendering Authority/ Authority or any other public sector enterprise or any government, Central or State; and
8. 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.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.*
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-XII thereof.
15. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Bid.
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 guidelines referred to above, we shall intimate the Authority of the same immediately.
17. The Statement of Legal Capacity as per format provided at Appendix-IX of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of Consortium, as per format provided at Appendix IV and V respectively of the RFP, are also enclosed.

* In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Lease-cum-Development Agreement.
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 Tendering 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 Lease-cum-Development 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 have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Lease-cum-Development 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.
22. I/ We offer a Bid Security of INR 76,000,000 (Rupees Seven Crore Sixty Lakh Only) to the Authority in accordance with the RFP Document.
23. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
24. 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 Project is not awarded to me/us or our Bid is not opened or rejected.
25. The Annual Land Lease Rent has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Lease-cum-Development Agreement, our own estimates of costs and revenue and after a careful assessment of the Project Site and all the conditions that may affect the Project cost and implementation of the Project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Lease-cum-Development Agreement under the Lease-cum-Development Agreement till occurrence of Financial Closure in accordance with the Lease-cum-Development Agreement. }
28. I/ We acknowledge and agree that in the event an Associate's Eligible Projects were taken into consideration for the purposes of qualification under and in accordance with the RFP, I/We shall arrange a guarantee from the Associate, guaranteeing due and satisfactory performance of the work covered under the Bid Documents.
29. I/ We shall keep this Bid valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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

Request for Proposal

SELECTION OF THE DEVELOPER FOR DEVELOPMENT OF INTERNATIONAL CONVENTION
CENTRE AT APIIC GROUND, HARBOUR PARK LAND, VISAKHAPATNAM, ANDHRA PRADESH
UNDER PUBLIC PRIVATE PARTNERSHIP (PPP) MODE

Yours faithfully,

For and on behalf of

Name of Bidder

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

Date:

Place:

C. APPENDIX III – General Information

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) 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 should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Member Code ^{\$}	Percentage of equity in the Consortium
1.			
2.			

^{\$} Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.

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

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
-----	----------	-----	----

1.	Has the Bidder/ constituent of the Consortium been barred 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/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their 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):

D. APPENDIX IV – Format of Power of Attorney for Bid Signatory[§]

(On Stamp Paper of relevant value and duly attested by notary public. To be submitted individually by each Bidder)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby irrevocably constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) 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 _____ (name of the Project) proposed or being developed by the _____ (name of the Authority) including but not limited to signing and submission of bid and other documents and writings, participate in pre bid meetings 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 Lease-cum-Development 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 Lease-cum-Development 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 2.....

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

[§] To be submitted in original.

.....

(Signature)

(Name, designation and address of the Attorney)

Notes:

1. *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.*
2. *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.*
3. *In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.*
4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

E. APPENDIX V – Format of Power of Attorney for Lead Member in Consortium

(On Stamp Paper of relevant value and duly attested by notary public. To be submitted by the Lead Member with signatures of authorized bid signatory of consortium member)

Whereas the _____ (“the Authority”) has invited bids from interested parties for the _____ (the “Project”).

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

I, _____ having our registered office at _____ [the name and address of the registered office] (hereinafter referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorize 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”). I hereby irrevocably authorize 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 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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of 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 and throughout the tenure of the agreement.

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

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

For <<Consortium Lead Member>> _____

(Signature)

(Name & Title)

For <<Consortium Member>> _____

(Signature)

(Name & Title)

Witnesses:

- 1.
- 2.

Notes:

1. *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.*
2. *Also, 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.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

F. APPENDIX VI – Joint Bidding Agreement

(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)

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

WHEREAS,

- (A) The _____ (name of the Authority), represented by _____, and 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 nominated M/s Infrastructure Corporation of Andhra Pradesh to invite Bids (the “**Bids**”) by its Request for Proposal No. _____ dated _____ (the “**RFP**”) for Selection of the Developer for Development of International Convention Centre at APIIC Ground, Harbour Park Land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) Mode (the “**Project**”).

- (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 for 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

** A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

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 Company (SPC)/Special Purpose Vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Lease-cum-Development Agreement with the Authority and for performing all its obligations as the Lessee in terms of the Lease-cum-Development 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 all the obligations of the SPV shall become effective under the Lease-cum-Development Agreement;
- (b) Party of the Second Part shall be {the Technical Member/ Financial Member/ 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 Lease-cum-Development Agreement, till such time as the Financial Closure for the Project is achieved under and in accordance with the Lease-cum-Development 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:

- 6.2 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 COD of the Project.

- 6.3 The Parties undertake that in the Consortium, the equity contribution from Lead Member of the consortium shall not be less than 51% throughout the Lock-In Period and equity contribution from second member of the consortium shall not be less than 10% throughout the Lock-In Period.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Lease-cum-Development 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 fulfilment 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 Lease-cum-Development Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder.

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)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement 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.*

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as 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.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

G. APPENDIX VII – Format for Technical Eligibility Criteria

Sl. No.	Particulars	Details
1.	Member Code:	
2.	Name of the Eligible Project:	
3.	Cost of the Eligible Project (in INR crores):	
4.	Date of commencement of construction: Date of completion of construction: Date of commencement of operations:	
5.	Type of project:	3-Star category and above Hotel/ Convention centre/ Exhibition Centre/ Commercial Complex
6.	Details of the project:	Area of the project : Total built up Sqft FSI : Year of completion: Start of commercial operations:
7.	Location, State, Country	Location: State: Country:
8.	Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	

Notes:

1. A separate sheet should be filled for each Eligible Project.
2. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, and OM means Other Member.
3. Experience for any activity relating to an Eligible Project shall not be claimed by two Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
4. Certificate from the Bidder's statutory auditor 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/ Member/Associate may provide the requisite certification.
5. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (Sixty 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.

Certificate from the Statutory Auditor/ Client regarding construction works^Φ

Based on its books of accounts and other published information authenticated by it, {this is to certify that _____ (name of the Bidder/Member) was engaged by _____ (title of the project company) to execute _____ (name of project) for _____ (nature of project)}^Ψ. The construction of the project commenced on _____ (date) and the construction was completed on _____ (date). The project operations commissioned on _____ (date, if any).

It is certified that _____ (name of the Bidder/ Member) received/ paid Rs. _____ cr. (Rupees _____ crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. _____ cr. (Rupees _____ crore), of which the Bidder/Member received/ paid Rs. _____ cr. (Rupees _____ crore), during the past five financial years as per year-wise details noted below:

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}[▲]

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the

Date:

authorised signatory).

Certificate from the Statutory Auditor regarding PPP projects^{††}

^Φ Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, either the firm of auditors which audits the annual accounts of the Bidder or its Associate or a firm of auditors who is authorized to audit annual accounts of companies/firms may provide the certificates required under this RFQ. The Authority reserves the right to perform independent checks on the veracity of such claims.

^Ψ In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the..... (name of Project company) when it undertook construction of the (name of Project) through (name of the contractor).

[▲] This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

^{††} Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, either the firm of auditors which audits the annual accounts of the Bidder or its Associate or a firm of auditors who is authorized to audit annual accounts of companies/firms may provide the certificates required under this RFQ. The Authority reserves the right to perform independent checks on the veracity of such claims.

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (*name of the Bidder/Member*) is/ was an equity shareholder in _____ (*title of the project company*) and holds/ held Rs. _____ cr. (Rupees _____ crore) of equity (which constitutes _____ %[€] of the total paid up and subscribed equity capital) of the project company from _____ (*date*) to _____ (*date*)[¥]. The project construction was completed on _____ (*date of completion of construction of project*). The project operations were commissioned on _____ (*date of commissioning of the project*).

We further certify that the total estimated capital cost of the project is Rs. _____ cr. (Rupees _____ crore), of which Rs. _____ cr. (Rupees _____ crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the

Date:

authorised signatory).

[€] 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.

[¥] 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)."

Certificate from the Statutory Auditor/ Company Secretary regarding Associate[§]

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 Applicant/ Consortium Member/ Associate*) is held, directly or indirectly[£], by (*name of Associate/ Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 3.3 of the RFP.

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

{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of Date:
the authorised signatory).

[§] In the event that the Applicant/ Consortium Member 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.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

H. APPENDIX VIII – Format for Financial Eligibility Criteria

Bidder type \$\$	Member Code [£]	Annual Turnover					Net Worth
		Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 4 (6)	Year 5 (7)	Year 1 (8)
Single entity Bidder							
Consortium Member 1							
Consortium Member 2							
TOTAL							

Name & address of Bidder's Bankers:

\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 65 (sixty 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.

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

£ Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.

Instructions:

- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder or Consortium Members;
 - 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).
- 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).

3. Annual Turnover shall mean the aggregate value of the realisation of amount made on account of construction, development, operation and maintenance related services rendered, by the company during a financial year.
4. Year 1 will be the latest completed financial 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 financial year, the Bidder shall ignore such financial year for the purposes of its Bid.
5. The Bidder shall provide an Auditor's Certificate specifying the Annual Turnover of the Bidder for the last five years and the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Turnover and Net Worth in accordance with these instructions.

I. APPENDIX IX – Statement of Legal Capacity

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

Ref. Date:

To,
The Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)
#10-2-1, III Floor, FDC Complex, AC Guards,
Hyderabad – 500 028, India

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.**

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf^{§§} and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

** Please strike out if not applicable.

§§ Please strike out if not applicable.

J. APPENDIX X – Format for Bank Guarantee for Bid Security*(To be submitted by: Sole bidder/ Lead Member of consortium)*

.G. No. Dated:

1. In consideration of you,, having its office at, (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 (a company registered under the Companies Act, 1956/ 2013) 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 (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Lease-cum-Development 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 ITB 17.1 read with corresponding Clause in BDS of the RFP Document, 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 Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (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 the amounts due and payable under this Guarantee 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 Rs. (Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) 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 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 which 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 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 Rs. crore (Rupees crore only). 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 180 days after the Bid Due Date)].

Request for Proposal

SELECTION OF THE DEVELOPER FOR DEVELOPMENT OF INTERNATIONAL CONVENTION
CENTRE AT APIIC GROUND, HARBOUR PARK LAND, VISAKHAPATNAM, ANDHRA PRADESH
UNDER PUBLIC PRIVATE PARTNERSHIP (PPP) MODE

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

K. APPENDIX XI – Format for Financial Proposal

(On the letterhead of the Bidder)

To,

The Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)
#10-2-1, III Floor, FDC Complex, AC Guards,
Hyderabad – 500 028, India

Subject: Bid for the Development of International Convention Centre at APIIC Ground, Harbour Park Land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) Mode

Dear Sir,

- i. I/ we offer to develop, operate and maintain Convention Centre at APIIC Ground, Harbour Park land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) mode on the stipulated terms and conditions and other particulars therein. I / we hereby submit our unconditional financial proposal
- ii. I/we hereby offer and agree to pay INR _____ (Rupees _____) as the Annual Land Lease Rent commencing from the date of possession of land and subject to minimum of INR 39,726,720 (Rupees Three Crore Ninety Seven Lakh Twenty Six Thousand Seven Hundred and Twenty Only). It is understood that the above quoted Annual Land Lease Rent is for the first year of possession of Project Site and will be enhanced at 5% on previous year's Annual Land Lease Rent, year on year basis for subsequent years.
- iii. It is understood that the amount payable to Authority is net and exclusive of all applicable taxes (such as IT, TDS, Service tax etc.).
- iv. This proposal and all other details furnished by us shall constitute a part of our Bid. I / we understand that you are not bound to accept the highest or any Bid received.
- v. I/ we agree that my/ our Bid shall remain valid for a period of 180 days from the Bid Due Date prescribed for submission of Bid. I/ we agree to bind by this offer if we are the Successful Bidder.

For and on behalf of:

Signature:

(Authorized Representative and Signatory of the Bidding Company)

Name of the Person:

Designation:

SEAL OF THE BIDDING ENTITY

L. APPENDIX XII – Guidelines of the Department of Disinvestment

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India