ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED
(A Govt. of Andhra Pradesh Undertaking)

Request for Proposal
for
Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh
on
Design, Build, Finance, Operate & Transfer Basis
(DBFOT basis under PPP Mode)

March 2017

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)
59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road, Teachers Colony, Vijayawada - 520008
VOLUME-I
REQUEST FOR PROPOSAL
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1. **DISCLAIMER**

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADP</td>
<td>Annual Development Premium</td>
</tr>
<tr>
<td>APIIC</td>
<td>Andhra Pradesh Industrial Infrastructure Corporation Limited</td>
</tr>
<tr>
<td>COD</td>
<td>Commercial Operations Date</td>
</tr>
<tr>
<td>DBFOT</td>
<td>Design, Build, Finance, Operate &amp; Transfer</td>
</tr>
<tr>
<td>FSCM</td>
<td>Financially Significant Consortium Member</td>
</tr>
<tr>
<td>GoAP</td>
<td>Government of Andhra Pradesh</td>
</tr>
<tr>
<td>LoA</td>
<td>Letter of Award</td>
</tr>
<tr>
<td>MoU</td>
<td>Memorandum of Understanding</td>
</tr>
<tr>
<td>O&amp;M</td>
<td>Operation and Maintenance</td>
</tr>
<tr>
<td>PC</td>
<td>Project Company (SPV)</td>
</tr>
<tr>
<td>PPP</td>
<td>Public-Private Partnership</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>SPV</td>
<td>Special Purpose Vehicle (PC)</td>
</tr>
</tbody>
</table>
3. DEFINITIONS

3.1 AGREEMENT
The Development & Management Agreement and Lease Deed that would be entered between APIIC and the Project Company.

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

3.3 BIDDER
Bidding Entity or Bidding Consortium, as defined below and also referred as Promoter/Entrepreneur.

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

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

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

3.7 COMMERCIAL OPERATIONS DATE
Commercial Operations Date is the date of commencement of commercial operations or the date 9 (nine) months from Commencement Date, whichever is earlier.

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

3.9 CRITICAL CLEARANCES
All such clearances, licenses and permits, the obtaining of which are necessary for the construction of the Project.
3.10 ELIGIBILITY CRITERIA FOR EXPERIENCE
The eligibility criteria for experience as set out in Section 7.2.2 of this RFP.

3.11 ELIGIBILITY CRITERIA FOR FINANCIAL CAPABILITY
The eligibility criteria for financial capability as set out in Section 7.2.3 of this RFP.

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

3.13 LEAD DEVELOPER
The Lead Developer shall be the Bidding Entity or in case of a Bidding Consortium, members of the Bidding Consortium shall nominate one of the FSCM as the Lead Developer, who shall have an equity share of at least 26% (twenty six percent) paid up and subscribed equity of the PC.

3.14 MOU
The memorandum of understanding as described in Section 14/ Exhibit-5

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

3.16 PROJECT
The Project consists of Factory Premises as per the terms of the Lease and all items contracted to be created as per Agreement to be signed with the Successful Bidder.

3.17 REQUEST FOR PROPOSAL
The document, issued to the prospective Bidders, asking for their Proposals.

3.18 RUPEES (Rs.)
The official currency of the Republic of India.
3.19 SELECTED BIDDER/ PREFERRED BIDDER

The Bidder finally selected to develop the Project.

3.20 TECHNICAL MEMBER

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

4.1 INTRODUCTION

Andhra Pradesh is one of the most progressive, forward-looking and advanced states in the country when it comes to infrastructure development & employment generation efforts. Andhra Pradesh Industrial Infrastructure Corporation Limited (the “APIIC”), fully owned by the GoAP, is a progressive organization responsible for development of Industrial Infrastructure in the state of Andhra Pradesh. APIIC is known for creating landmark infrastructure projects in the state, which are fuelling the economic growth in the state. APIIC has so far developed more than 300 industrial parks/estates and created land banks for the future industrial development.

4.2 PROPOSED PROJECT

As part of its efforts to profitably capitalize from the available land parcels, and to improve the provision of facilities, APIIC intends to develop Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh. APIIC has decided to undertake development of the Project through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Operate & Transfer (“DBFOT”) basis, and has decided to carry out the bidding process for selection of a private entity to whom the Project may be awarded as per the terms and conditions laid down in the Request for Proposal (“RFP”) Document.

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

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

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

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

4.3 PROJECT STRUCTURE

The project is envisaged to be developed under the Design, Build, Finance, Operate & Transfer (DBFOT) structure under which APIIC would provide the land for the development of the Project on 'Lease Basis' for a period of 20 (twenty) years. The relationship between APIIC and the Successful Bidder would be set forth and described under the terms and conditions of the Agreement to be entered between APIIC with the Project Company. At the end of the Lease Period, the land as well as immovable structures created by the developer would be returned back to APIIC, free of cost and free of all encumbrances.

The Project Company implementing the Project would pay Annual Development Premium to APIIC as detailed in Annexure-2 of this RFP document.

During the period of Lease, it is expected that the Selected Bidder is entirely responsible for:
• The implementation of the Project as per specifications and time schedule given at the
time of the Letter of Award & subsequently in the Agreement.
• The development of the entire concept including the landscaping etc as set forth in the
design.
• The maintenance of the Project including the hygiene standards, cleanliness, proper
disposal of sewerage during the entire period of the Lease.
• The upkeep of safety and quality standards at all facilities of the Project during the entire
period of the Lease.
• The payment of all dues under the Agreement to APIIC.

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

4.4 IMPLEMENTING AGENCY
Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC), or any other entity,
nominated by APIIC would be the implementing agency for the Project.

4.5 PROJECT CONCEPT
The basic project concept conceived by APIIC includes Factory Premises as per the terms of
the Lease and all items contracted to be created as per Agreement to be signed with the
Successful Bidder. However, the bidders may develop their own concept and draw up their
estimates of cost. The Bidders shall provide information concerning this as per the format
specified in Exhibit-7. The project completion period shall be 9 (nine) months from
Commencement Date.

4.6 CONFORMANCE TO STANDARDS
The Selected Bidder shall at all times during the currency of the Agreement undertake to
conform to and comply with all relevant laws, rules and regulations including the following:
• Project Concept Design and Layout as approved by APIIC.
• Compliance with relevant Zoning Regulations.
• Environmental Standards and Pollution Control Norms as laid down by Central / State
Pollution Control Board.
• Standards / Restrictions as laid down by the relevant Central / State / Local Authority (ies).
Energy efficient techniques should be utilized in the building design and operation.
• Rainwater management systems should be adopted to recharge ground water and reduce
run-off.
• Existing local development controls, under law for the time being in force shall be binding
if they are more limiting than the Project Specifications.
4.7 APPROVALS AND SUPPORT OF APIIC TO THE PROJECT

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

4.8 COMMITMENT TO A FAIR AND TRANSPARENT PROCESS

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

5.1 SELECTION PROCESS

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

- Cover 1: Technical Proposal
- Cover 2: Business Proposal
- Cover 3: Financial Proposal

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

5.2 RESPONSIVENESS OF BID

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

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

Following is the process of Evaluation of Responsive Bids.

5.3 STEP 1 (COVER 1) EVALUATION OF TECHNICAL PROPOSAL (Pre-qualification)

The Evaluation Criteria for the Technical Proposal and the information to be submitted are detailed in Section 7 of this Document.

Evaluation of Cover 1 would be on PASS-FAIL basis. APIIC, at the end of the bidding process will return the Bid security and upon request, the unopened Business and Financial Proposals (Covers 2 & 3) to the Bidders whose Technical Proposals are not found acceptable or not pre-qualified.

5.4 STEP 2 (COVER 2) EVALUATION OF BUSINESS PROPOSAL

The Evaluation Criteria for the Business Proposal and the information to be submitted are detailed in Section 8 of this Document.

Evaluation of Cover 2 would be on pass-fail basis. APIIC, at the end of the bidding process will return the Bid security and upon request, the unopened Financial Proposals (Cover 3) to the Bidders whose Business Proposals are not found acceptable.

5.5 STEP 3 (COVER 3) EVALUATION OF FINANCIAL PROPOSAL

The evaluation criteria for assessment of the Financial Proposal is described in Section 9. The format for the Financial Proposal is specified in Section 17 / Exhibit-8. The Financial Proposal
of the bidders shall be evaluated as detailed in section 9 of this document.

A ranked list of Bidders based on the results of the evaluation, as detailed in Section 9 of this Document, would be prepared for selection of the top ranked Bidder.

5.6 TIME TABLE AND MILESTONES

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Milestones</th>
<th>Envisaged Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Request for Proposal Document made available to the Bidders</td>
<td>13-03-2017</td>
</tr>
<tr>
<td>2</td>
<td>Last date for receiving queries/clarifications</td>
<td>22-03-2017</td>
</tr>
<tr>
<td>3</td>
<td>Pre-bid Meeting</td>
<td>15:00 hours on 24-03-2017 at APIIC Office, 59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road, Teachers Colony, Vijayawada – 520008, Andhra Pradesh</td>
</tr>
<tr>
<td>4</td>
<td>APIIC’s responses on queries</td>
<td>27-03-2017</td>
</tr>
<tr>
<td>5</td>
<td>Proposal Due Date - Last date for submission of Proposals/Bids (containing Coves 1, 2 &amp; 3)</td>
<td>15:00 hours on 10-04-2017</td>
</tr>
<tr>
<td>6</td>
<td>Opening of Technical Cover (Cover – 1)</td>
<td>15:30 hours on 10-04-2017</td>
</tr>
</tbody>
</table>

Notice regarding the date of opening of Covers 3 shall be duly intimated to all the Bidders passed in evaluation of Covers 1 & 2.

In order to enable APIIC meet the target dates, Bidders are requested to respond expeditiously to clarifications, if any, requested during the evaluation process. APIIC will adhere to the above schedule to the extent possible. APIIC, however, reserve the right to modify the same. Intimation to this effect will be given to all Bidders.
6. **PROCEDURES TO BE FOLLOWED**

6.1 **REPLIES TO CLARIFICATIONS**

APIIC will aggregate all clarifications and shall prepare a response, and communicate to all parties who have submitted queries on the Request for Proposal Document.

Bidders are advised that their Bids be completely devoid of any conditions, whatsoever. Conditions, if any, may be addressed in writing before due date. In respect of conditions received, the following shall apply:

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

At any time prior to the deadline for submission of Bids, APIIC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

6.2 **ENQUIRIES & CLARIFICATIONS**

Enquiries, if any, shall be addressed to:

**Ch. S. S. Prasad, Chief General Manager (Projects)**
Andhra Pradesh Industrial Infrastructure Corporation Limited
59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road,
Teachers Colony, Vijayawada – 520008, Andhra Pradesh
Phone No.: +91-9505015007
Email: cgm.p.apiic@nic.in

**G. Nagabhushanam, Deputy General Manager (Engineering), APIIC**
Phone No.: +91-8499876662
Email: g.nagabhushanam@gov.in; gnagabhushanam@gmail.com

**Abhishek Singh Rathore, Manager**
KPMG India Pvt. Ltd. (Transaction Advisors to APIIC)
Phone No.: +91-9868932923
Email: abhishekrathore@kpmg.com

All queries that are received on or before the date mentioned in Section 5.6 will be addressed...
by APIIC in writing. APIIC shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the deadline for submission of Bids. APIIC will post the reply to all such queries on the Official Website without identifying the source of queries. APIIC reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this RFP document shall be construed as obliging APIIC to respond to any question or to provide any clarification.

6.3 PRE-BID MEETING

Pre-Bid meeting of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

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

6.4 SITE VISIT AND SURVEY

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

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

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

6.5 SUBMISSION OF THE BID

6.5.1 Cover 1: Technical Proposal

The information to be submitted by the Bidders in the Technical Proposal (Cover 1) is described in Section 7.

The Bidder shall place one (1) original + two (2) copies of the Technical Proposal in a sealed envelope, which shall be inscribed as under:

“Cover 1 -Technical Proposal

Submitted by: _______________________________________. (Name of Bidder)”
6.5.2 Cover 2: Business Proposal
The information to be submitted by the Bidders in the Business Proposal (Cover 2) is described in Section 08. The Bidder shall place one (1) original + two (2) copies of the Business proposal in a sealed envelope, which shall be inscribed as under:

“Cover 2 - Business Proposal
Submitted by: ____________________________________. (Name of Bidder)”

6.5.3 Cover 3: Financial Proposal
The Information to be submitted by the Bidders in the Financial Proposal (Cover 3) is described in Section 9. The Bidder shall place one (1) original copy of the Financial Proposal Bid in a sealed envelope, which shall be inscribed as under:

“Cover 3 – Financial Proposal
Submitted by: ____________________________________. (Name of Bidder)”

6.5.4 Submission of the Bid
The three covers of the Bid organized as above, shall be placed in a sealed outer envelope with the following inscription:

“Proposal for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode)”

Name of the Bidder: ____________________________________

The cover should be addressed to:

Ch. S. S. Prasad, Chief General Manager (Projects)
Andhra Pradesh Industrial Infrastructure Corporation Limited
59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road,
Teachers Colony, Vijayawada – 520008, Andhra Pradesh
Phone No. : +91-9505015007
Email: cgm.p.apiic@nic.in

The envelope shall bear on top, the following:

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

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

The Bidder can submit the Bid by registered post/ courier or submit the Bid in person, so as to reach the designated address by the time and date stipulated in Section 5.6. APIIC shall not be responsible for any delay in submission of the Bids. Any Bid received by APIIC after the deadline for submission of the Bids stipulated in Section 5.6 shall not be opened.
6.6 INITIALLING OF THE BIDS

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

6.7 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this Request for Proposal or those that do not contain the Covering Letter, Letter of Commitment, or Letters of Acceptance as per the specified formats may be considered non-responsive and may be liable for rejection.

2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.

3. For a Bidding Consortium, the Bid submitted by the Consortium should contain signed letters submitted by each of the Consortium Members, stating that the entire Bid has been examined and each key element of the Bid is agreed to, in the format as specified in Exhibit-2.

4. In case a Bidding Consortium is selected as the successful bidder, the Lead Developer shall continue to remain the representative of the PC and shall be responsible to APIIC for the fulfilment of all contractual obligations binding on the PC.

5. All communications and information should be provided in writing and in English language only.

6. The metric system shall be followed for units.

7. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.

8. No change in or supplementary information to a Bid shall be accepted once submitted. However, APIIC reserves the right to seek additional information from the Bidders, if found necessary during the course of evaluation of the Bid. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by APIIC, the Bid would be evaluated solely on the basis of the available information.

9. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, APIIC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all the Bidders.

10. The Bidder should designate one person ("Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with APIIC. The “Authorized Representative and Signatory” shall hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
11. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.

12. For a Bidding Consortium, no change in the membership of the consortium, in responsibilities or in equity commitments of any Consortium Member whose strengths are being credited for evaluation, shall be permitted after submission of the Bid.

13. The Bidder / Consortium should commit to hold at least 76% (seventy six percent) of the aggregate shareholding of the Project Company. The equity may be brought down to 51% (fifty one percent) with the prior approval of APIIC. In case of Consortium,

(i) The Technical Member would be required to commit to hold a minimum equity stake equal to 16% (sixteen percent) of the aggregate shareholding of the Project Company at least till the fifth anniversary of Commercial Operation Date.

(ii) The Financially Significant Consortium Member would be required to commit to hold a minimum equity stake equal to 26% (twenty six percent) of the aggregate shareholding of the Project Company.

(iii) In case the Technical Member and Financially Significant Consortium Member is the same member, then such member is required to commit to hold a minimum equity stake equal to 26% (twenty six percent) of the aggregate shareholding of the Project Company.

(iv) In any case, notwithstanding the above, the Lead Developer, shall not be allowed to change its equity contribution, if it results in its equity holding becoming less than 26% (twenty six percent) or less than the equity holding of any other Consortium Member.

14. In case of companies, a letter has to be submitted along with the Board Resolution confirming to invest the required equity in the project. In case of partnership firms, a letter signed by all the partners of the firm confirming to invest the required equity in the project has to be submitted. In case of individuals, letters confirming the equity investment in the project has to be submitted.

15. APIIC reserves the right to vet and verify any or all information submitted by the Bidder.

16. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by APIIC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of APIIC and if APIIC is adequately satisfied.

17. Bidders would be required to form a Special Purpose Vehicle of the nature of the 'Project Company' as was defined in the Section 3.14 for the implementation and operations of the project.

18. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. APIIC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

19. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APIIC shall be entitled to forfeit and appropriate the Bid Security or Development-cum-Construction Guarantee, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by APIIC and not by way of penalty for, inter alia, the time, cost and effort of APIIC, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other
right or remedy that may be available to APIIC under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

i. the Bidder, its Consortium Member or Associate (or any constituent thereof) and any other Bidder, its Consortium Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Consortium Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Consortium Member or Associate, as the case may be) in the other Bidder, its Consortium Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Section 6.6.(19), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-section (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-section (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, its Consortium Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Consortium Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Consortium Member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

vi. such Bidder or any Associate thereof has participated as a consultant to APIIC in the preparation of any documents, design or technical specifications of the Project.

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

6.8 FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, APIIC may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, false statement, misrepresentation, restrictive practice in the bidding process or has violated the terms of the Bid. In such an event, APIIC shall be entitled to cancel the Bid and forfeit and appropriate the Bid Security or the Development-cum-Construction Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to APIIC under the Bidding Documents and/or the Agreement, or otherwise. In such an events, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount.

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

For the purposes of this Section 6.7, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of APIIC who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of APIIC, shall be deemed to constitute influencing the actions of a person connected with the bidding process);

(b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of
facts or disclosure of incomplete facts, in order to influence the bidding process;

(c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;

(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by APIIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

6.9 VALIDITY OF TERMS OF THE BID

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

6.10 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.10.1 Bid Processing Fee

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

6.10.2 Bid Security

Bidders are required to submit a Bid Security for an amount specified in the Annexure-2 of this RFP document valid for 6 (six) months from the last date for submission of the Bid and shall accompany Cover 1. The Bid Security shall be in the form of a Bank Guarantee from any Scheduled Bank. In case of Foreign Bidders, the Bank Guarantee shall have to be from the corresponding local branch of the Foreign Bank. The form of the Bank Guarantee shall be as per the Format indicated in Exhibit-3.

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

a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 6.7 of this RFP;

b) If the Bidder withdraws the bid at any time during the stipulated period of Bid validity as per Section 6.8 (or as may be extended)

c) If the Bidder, for the period of Bid validity: (i) In APIIC's opinion, commits a material breach

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of any of the terms and/or conditions contained in the RFP Document and/or subsequent communication from APIIC in this regard and/or (ii) Fails or refuses to execute the Letter of Award (in the event of the award of the Project to it) and/or (iii) Fails or refuses to furnish the Development-cum-Construction Guarantee within the stipulated time (viz. 30 (thirty) days from the issuance of the Letter of Award to it) and/or (iv) Fails or refuses to sign the Agreement.

In the event that any Bidder is declared Technically Evaluated Non Responsive, then the Bid Security (i.e. Bank Guarantee) of such Bidders can cease to be in force upon return of the unopened Cover 3 (Financial Proposal of its Bid) upon request.

In respect of the Technically Evaluated Responsive Bidders, the Bid Security of the unsuccessful Bidders (after opening of Cover 3) can cease to be in force after 30 (thirty) days following the announcement of award of the Project to the Successful Bidder and the issuance of the Letter of Award.

The Bid Security of the Successful Bidder shall be refunded on submission of Development-cum-Construction Guarantee.

6.10.3 Development - cum - Construction Guarantee

The successful bidder shall submit a Development - cum - Construction Guarantee, in the form of a Bank Guarantee, which shall be for an amount as specified in the Annexure-2 of this RFP document. Further details of the Development - cum - Construction Guarantee are provided along with Draft Development and Management Agreement.

6.10.4 O&M Guarantee

The Preferred Bidder would be required to deliver to APIIC, a revolving bank guarantee from a scheduled bank acceptable to APIIC, a Bank Guarantee, in the form as set forth in the Annexure 2 of this RFP document. Further details of the O&M Guarantee are provided along with Draft Development and Management Agreement.

6.10.5 Annual Development Premium

The Successful Bidder would be required to pay Annual Development Premium every year in advance as detailed in the Annexure-2 of this RFP document.
7. COVER 1: TECHNICAL PROPOSAL EVALUATION

7.1 THE OBJECTIVE OF THE TECHNICAL EVALUATION

The objective of the Technical evaluation is to shortlist/ pre-qualify Bidders who have the Financial Strength and the requisite Project Development and Operational Experience to implement the Project.

7.2 ELIGIBILITY CRITERIA

7.2.1 Entities Eligible to bid for the project

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

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

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

7.2.2 Eligibility Criteria for Experience/Technical Capability

The Bidding entity or any Consortium Member (for a Bidding Consortium), would be required to submit the details of their experience of developing and operating relevant projects. The Bidding Entity or Bidding Consortium would be considered as meeting Eligibility Criteria for Experience, if it meets the eligibility criteria for experience specified below. The evaluation of technical capability would be on PASS- FAIL basis and only those bidders who are technically capable would be considered for next stage of evaluation.

**Experience/Technical Capability Criteria:** The bidder or one of the members in the bidding consortium should have successfully developed relevant project(s) during the preceding 10 (ten) years. Such relevant project shall each have project cost not less than Rs 4 Crore (Rupees four crore only) excluding cost of land. The sum total of the project cost of all the relevant projects shall be more than Rs 20 Crore (Rupees twenty crore only) excluding cost of land.

*For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, relevant project would mean Industrial Shed or Industrial/Factory Building or Commercial Office Building or Shopping Mall or Retail Space or Business Centre or Hotel or Integrated Township/Housing or buildings of similar nature.*

7.2.3 Eligibility Criteria for Financial Capability

The Bidding Entity shall have a minimum Net Worth (the “Financial Capability”) of Rs. 6 Crore (Rupees six crore) as at the close of the preceding financial year i.e. 2015-16.

In case of a Bidding Consortium, for purpose of evaluating the Financial Capability to invest in the proposed Project, the financial strength of all the Financially Significant Consortium Members will be taken into consideration. The cumulative Net worth of the Financially Significant Members will be taken into consideration.
Significant Consortium Member(s) shall be Rs. 6 Crore (Rupees six crore) at the close of the preceding financial year i.e. 2015-16

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

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

The Cover 2 submission i.e. the Business Proposal of the Bidders shall be assessed at this stage.

8.1 BUSINESS PROPOSAL: EVALUATION CRITERIA

The objective of APIIC in seeking an investor for the implementation of the Project is to capitalize on the following skills of the Private Entrepreneur:

1. Project conceptualization and design skills that offer the most optimal and cost-competitive design solution for the proposed Project while conforming to the design specification and the Minimum Compliance Criteria set forth.

2. Project Management Skills that would help expedite the project development phase and ensure timely and cost-competitive construction of the Project.

3. Marketing skills to ensure that the quality franchisee/sub-contract arrangements can be put in place to ensure the future sustainability of the Project.

4. Operation and Maintenance skills that ensure consistently superior service at reasonable cost.

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

- The quality of the facilities/arrangements proposed
- Adherence to minimum specifications
- Completeness and detail of the proposal, especially with regard to the concept evolved and target segment to be served
- Soundness of assumptions
- Practicality of implementation

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

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

8.2 EVALUATION PROCESS

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

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

Only the Responsive Bidders qualified in Cover 2 evaluation shall be considered for evaluation of the Financial Proposals.

8.3 BUSINESS PROPOSAL: INFORMATION FORMATS

The information requirements for submission of the Business Proposal are detailed in Exhibit-7.
9. **COVER 3: FINANCIAL PROPOSAL EVALUATION**

9.1 **OBJECTIVE OF FINANCIAL PROPOSAL EVALUATION**

The evaluation of the Financial Proposal is to ascertain the bidder offering the highest value of the financial offer, which will be considered for selection for awarding the project. The Annual Development Premium offered by the Bidder for the first year of Lease Period as part of its Financial Proposal will be considered for the purpose of the evaluation.

9.2 **FINANCIAL PROPOSAL PARAMETERS**

Bidders are required to offer their best quotes in terms of the Annual Development Premium to be offered to APIIC as detailed in Annexure-2 of this RFP document.

The Bidders in Cover 3 shall submit the above quotes as Financial Proposal in accordance with the Format Enclosed in Exhibit-8.
10. **EXHIBIT-1: FORMAT OF THE COVERING LETTER**

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

Date: 
Place: 

**Vice Chairman & Managing Director**
Andhra Pradesh Industrial Infrastructure Corporation Limited
59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road,
Teachers Colony, Vijayawada – 520008
Andhra Pradesh

Dear Sir,

**Sub:** Bid for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode)

Please find enclosed, our Bid for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode) in response to the Request for Proposal (RFP) Document dated _____________ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

We hereby confirm the following:

1. The Bid is being submitted by _________________ *(name of the Bidding Company)* who is the Bidding Company in accordance with the conditions stipulated in the RFP.†

2. The Bid is being submitted by _________________ *(name of the Lead Developer)* who is the Lead Developer of the Bidding Consortium comprising ___________________________ *(mention the names of the entities who are the Consortium Members)*, in accordance with the conditions stipulated in the RFP. Our Bid includes the Letter(s) of Acceptance in the format specified in the RFP.‡

3. We have examined in detail and have understood its content and the terms and conditions stipulated in the RFP Document issued by APIIC and in any subsequent communication sent by APIIC. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from APIIC.

4. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

5. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria

† Please strike out whichever is not applicable
laid down in the RFP. 

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

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

For and on behalf of : 
Signature : 

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

Name of the Person : 
Designation : 
Company Seal :

\textit{Note: Power of Attorney authorizing the Representative is to be attached.}

\(^\dagger\) Please strike out whichever is not applicable
Know all men by these presents, We, ________________________ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ________________________ and presently residing at ________________________, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of ________________________], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode), proposed by by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) (the “Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts/agreements and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Agreement with the Authority.

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

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

For________________________
(Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

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

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

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

Whereas Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) (“the Authority”) has invited Bids for the Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode) (“the Project”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ________ DAY OF ________ 20**.
For ____________ (Name & Title)
For ____________ (Name & Title)
For ____________ (Name & Title)

Witnesses:
1
2

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

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

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

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

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

Date:  
Place:  

**Vice Chairman & Managing Director**  
Andhra Pradesh Industrial Infrastructure Corporation Limited  
59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road,  
Teachers Colony, Vijayawada – 520008  
Andhra Pradesh

Dear Sir,

Sub: **Bid for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode)**

This has reference to the Bid being submitted by *(mention the name of the Lead Developer of the Bidding Consortium)*, as Lead Developer of the Bidding Consortium comprising *(mention name of the Consortium Members)* for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode) in response to the Request for Proposal (RFP) Document dated _____________ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

We hereby confirm the following:

1. We __________________________ (name of the Consortium Member furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
   - The RFP Document issued by APIIC;
   - All subsequent communications between APIIC and the Bidder, represented by _____________ (Mention name of the Lead Developer).
   - The MoU signed between/ among ____________________________ (names of the Consortium Members), as members of the Bidding Consortium; and
   - The Bid being submitted by _____________________________ (name of the Lead Developer)

2. We have satisfied ourselves regarding our role (as specified in the Bid) in the Project. If the Bidding Consortium is awarded the Project we shall perform our role as outlined in the Bid to the best of our abilities. We have examined the Bid in detail and the commitments made in the same. We agree and undertake to abide by the Bid and the commitments made therein.
3. We authorize ____________________________________________ (name of the Lead Developer), as the Lead Developer and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the consortium in respect of this Project.

4. We understand that, no change in the membership in the Bidding Consortium, in the role and form of responsibility of any Consortium Member shall be permitted after submission of the Bid. After selection, if any change in the equity in the Consortium (whose strengths have been credited for evaluation) is desired, it would need to be communicated to APIIC in writing for its approval. APIIC would reserve the right to reject such requests for a change of consortium structure, if in its opinion; it would adversely affect the same.

5. Notwithstanding the above, we undertake that our equity stake in the Bidding Consortium shall not be less than 26% (twenty six percent) for the period of the Lock-in as detailed in the Development and Management Agreement and shall not be less than that of any other Consortium Member in the Bidding Consortium for such period of Lock-in. (In case of the Lead Developer in the Bidding Consortium)

For and on behalf of : 

Signature : 

(Authorized Signatory of respective Consortium Member) 

Name of the Person : 

Designation : 

Company Seal : 
12. **EXHIBIT-3: PROFORMA OF BANK GUARANTEE FOR BID SECURITY**

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

WHEREAS, ____________________________ (name of the Bidding Entity / Lead Developer of the Bidding Consortium), hereinafter called "the Bidder", wishes to submit his Bid for development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode) in response to the Request for Proposal (RFP) Document issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC), hereinafter called "the Bid",

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

Sealed with the Common Seal of the Bank this ________ day of _____________ 2017.

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

(a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 6.7 of the RFP Document;

(b) If the Bidder withdraws its Bid at any time during the stipulated period of 6 (six) months of Bid Validity specified in the Request for Proposal Document (or such period of validity as may be extended as per Section 6.8 of the RFP Document)

(c) If the Bidder, for the period of the Bid Validity as per Section 6.8 of the RFP Document:

   (i) in APIIC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Document and/or subsequent communication from APIIC in this regard; and/or

   (ii) fails or refuses to accept the Letter of Award (in the event of the award of the Project to it); and/or

   (iii) fails or refuses to furnish the Development-cum-Construction Guarantee within the stipulated time (viz. 30 (thirty) days from the issuance of the Letter of Award awarding the Project to it); and/or

   (iv) Fails or refuses to sign the Agreement as defined in the RFP document.

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

- In the event that Bidder is selected for award of the Project through the issuance of the Letter of Award, the Bid Security shall remain in force until the creation of the Development-cum-Construction Guarantee by such Bidder.

OR

- In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 30 (thirty) days after the announcement of award of the Project to the Successful Bidder and the issuance of the Letter of Award awarding the same. (Provided, however, that in the event that the Bidder is Non Responsive, then the Bid Security of such Bidder can cease to be in force upon return of the unopened Cover 3 (Financial Proposal of its Bid) upon request).

Notwithstanding anything contained herein above:

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

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

Signature of Authorised Representative of the Bank : ___________________________

Name and Designation : ___________________________

Seal of the Bank : ___________________________

Signature of the Witness : ___________________________

Name of the Witness : ___________________________

Address of the Witness : ___________________________
13. **EXHIBIT-4: DESCRIPTION OF THE BIDDING ENTITY/ BIDDING CONSORTIUM**

<table>
<thead>
<tr>
<th>Name of the Bidding Entity / Bidding Consortium</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of the Lead developer (In case of a Bidding Consortium)</th>
<th></th>
</tr>
</thead>
</table>

In case of a Bidding Consortium:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Each Consortium Member</th>
<th>Proposed % equity contribution into the project</th>
<th>Role as per the MOU signed by and between all the consortium members</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
14. **EXHIBIT-5: PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING (MOU) TO BE EXECUTED BETWEEN THE MEMBERS OF A CONSORTIUM**

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

1. The MoU should clearly specify the roles and responsibilities of each of the Members. It is expected that the individual members have role definitions not conflicting with that of the other members of the consortium. The operational responsibility should be assigned to only one of the Members.
2. The MoU should clearly designate one of the Members as the Lead Developer.
3. The Lead Developer shall be responsible for tying up the complete financing required for the Project.
4. All Members of the Bidding Consortium shall be jointly and severally liable for the execution of the Project.
5. The Technical Member of the bidding consortium should hold equity not less than 16% (sixteen percent) in the Project Company at least till the fifth anniversary of Commercial Operation Date.
6. The Lead Developer should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc. in respect of the Project.
7. The MoU should be duly signed by each Member of the consortium.
8. The MoU should be executed on an appropriate stamp paper.
9. The MoU should be specific to the Project.
10. The MoU should be valid for a minimum of 9 (nine) months from the last date for submission of the Bid. The validity period of the MoU should be extendible on the original terms, if required by APIIC.
15. EXHIBIT-6: TECHNICAL PROPOSAL FORMAT FOR INFORMATION SUBMISSION

15.1 FINANCIAL CAPABILITY

Bidders should attach the substantiating documents as asked for in Table 1 given below. In addition, the bidders should provide the information in the format asked for in Table 2 given below.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Substantiating Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individuals*</td>
<td>• Net worth Statement (Assets minus Liabilities) &amp; Certificate of the individual, duly certified by a Chartered Accountant;</td>
</tr>
<tr>
<td></td>
<td>• Statement of Income Tax / Wealth Tax Returns duly filed for immediate preceding year i.e. 2015-16;</td>
</tr>
<tr>
<td></td>
<td>• Bank Statement certified by the Bank Manager as on date less than 15 (fifteen) days prior to the last date for submission of Bid</td>
</tr>
<tr>
<td>Proprietorship Firm</td>
<td>• Net worth Statement (Assets minus Liabilities) &amp; Certificate of the proprietor duly certified by a Chartered accountant;</td>
</tr>
<tr>
<td></td>
<td>• Statement of Income Tax / Wealth Tax Returns duly filed for immediate preceding year i.e. 2015-16;</td>
</tr>
<tr>
<td></td>
<td>• Bank Statement certified by the Bank Manager as on date less than 15 (fifteen) days prior to the last date for submission of Bid</td>
</tr>
<tr>
<td></td>
<td>• Audited financial statements of the firm for the previous three financial years i.e. 2013-14, 2014-15, 2015-16</td>
</tr>
<tr>
<td>Partnership Firm</td>
<td>• Net Worth Statement (Assets minus Liabilities) &amp; Certificate of the partners duly certified by a Chartered Accountant;</td>
</tr>
<tr>
<td></td>
<td>• Bank Statement of the partners certified by the Bank Manager as on date less than 15 (fifteen) days prior to the last date for submission of Bid</td>
</tr>
<tr>
<td></td>
<td>• Audited Financial Statements of the firm for the previous three financial years i.e. 2013-14, 2014-15, 2015-16</td>
</tr>
<tr>
<td>Private Limited Company</td>
<td>• Audited Financial Statements of the company for the previous three financial years i.e. 2013-14, 2014-15, 2015-16</td>
</tr>
<tr>
<td>Public Limited Company</td>
<td>• Audited Financial Statements of the company for the previous three financial years i.e. 2013-14, 2014-15, 2015-16</td>
</tr>
</tbody>
</table>

*Net Worth (for an individual) = Asset - Liabilities

\[ \text{Financial Statements mean Balance Sheets and Profit and Loss Statements duly certified.} \]
RFP for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on DBFOT basis under PPP mode

Table 2: Format for Providing Financial Capability Information

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Consortium Member</th>
<th>Percentage Shareholding</th>
<th>Nature of Entity</th>
<th>Tangible Net worth of the entity</th>
<th>Cumulative Net worth of the partners**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

15.2 TECHNICAL EXPERIENCE

15.2.1 Financing and Development Experience

Bidders may please note that, in this section, they have to provide the details of their experience in developing relevant projects, during the last 10 (ten) years. Experience of only the Bidding Entity / Consortium members would be considered.

Table 3: Format for Submission of Experience/Technical Capability

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the relevant project/facility</td>
<td></td>
</tr>
<tr>
<td>Name of the Entity claiming the Financing and Development Experience</td>
<td></td>
</tr>
<tr>
<td>Type of the relevant project/facility (Refer Section 7.2.2 of RFP)</td>
<td></td>
</tr>
<tr>
<td>Location of the relevant project/facility</td>
<td></td>
</tr>
<tr>
<td>Year of Commencement of Construction</td>
<td></td>
</tr>
<tr>
<td>Year of Commencement of Operations</td>
<td></td>
</tr>
<tr>
<td>Total project Cost (in Rs.)</td>
<td></td>
</tr>
<tr>
<td>Aggregate Equity Investment by the Entity (in Rs)</td>
<td></td>
</tr>
<tr>
<td>Details of the project/facility (special features, technology arrangements, O&amp;M arrangements, marketing strengths, brand building, any other comments)</td>
<td>(Can be attached as a separate sheet)</td>
</tr>
</tbody>
</table>
**RFP for Development of Factory Premises** on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on DBFOT basis under PPP mode

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference with Tel No and E-Mail (if any) for verification of the details provided above.</td>
<td></td>
</tr>
</tbody>
</table>

Please give details for all the relevant projects/facilities. Please use separate table for each project/facility and use additional sheets as necessary.

*Bid**iders are required to provide documentary evidence of their experience. In the absence of such proof, APIIC reserves the right not to consider the information provided by the Bidders for evaluation.*
16. EXHIBIT-7: FORMAT FOR INFORMATION SUBMISSION FOR BUSINESS PROPOSAL

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

A. TECHNICAL INFORMATION

1. Brief details of project concept

2. Project Layout Plan
   - General Layout plan for the entire area
   - Site Utilization Plan for the entire area along with the proposed area for each project component

3. Conceptual Design Plan
   - Facilities and utilities proposed
   - Capacity of each of the key facilities
   - Design features, specifications and drawings including capacity details
   - Architectural elevation

4. Technology Features Proposed
   - Comprehensive Technology Features with upgradeability options or flexibility,
   - Electrical and Mechanical System,
   - Safety Measures and Fire Fighting Systems,
   - Communication Systems, etc

5. Proposed Management and Technical Team
   The details of the management/marketing team and technical team proposed during construction and operations phase should be provided in the following format:

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualification / Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>During Construction:</strong></td>
<td></td>
</tr>
<tr>
<td>Management / Marketing Team</td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td>....</td>
</tr>
</tbody>
</table>
An organization chart should be provided giving details of the management/marketing team as well as the technical team.

6. Project Completion Schedule

The Bidder shall provide a Project Completion Schedule in the Format shown below.

<table>
<thead>
<tr>
<th>Period from the date of signing of the Agreement, or the date of handing over of the site, whichever is later</th>
<th>Percentage of Work to be completed in physical terms</th>
<th>Percentage of Work to be completed in cost terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 3 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within 6 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within 9 months</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Marketing Plan

- Marketing Plan and Strategy
- Plan for Operation and Maintenance, to ensure optimum performance levels & maintenance of Project facilities
B. BUSINESS PROPOSAL

1. Details of Cost of the Project

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

<table>
<thead>
<tr>
<th>Details of Project Cost</th>
<th>In Rs. Lakhs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site development</td>
<td></td>
</tr>
<tr>
<td>Civil Works</td>
<td></td>
</tr>
<tr>
<td>Plant and Machinery</td>
<td></td>
</tr>
<tr>
<td>Consultancy Expenses</td>
<td></td>
</tr>
<tr>
<td>Interest During Construction</td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td></td>
</tr>
<tr>
<td>Any other, please specify</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. Details of Means of Finance

The proposed Capital Structure will be given in the following format:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity</td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of the Equity Investor</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of the Debtor</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Presentation of Proposal

A presentation on the Business Proposal may be called for and the Bidder may also be required to give such clarification and additional information on the capabilities, concept plan and business proposal as may be required.
17. EXHIBIT-8: FORMAT FOR INFORMATION SUBMISSION FOR FINANCIAL PROPOSAL

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

Date:
Place:

Vice Chairman & Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited
59A-20/3/2A, 1st Floor, Sri Siva Complex, Funtimes Club Road,
Teachers Colony, Vijayawada – 520008
Andhra Pradesh

Dear Sir,

Sub: Bid for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode)

Please find enclosed, our Bid for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode) in response to the Request for Proposal (RFP) Document dated ______________ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

I/we offer to develop the Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on Design, Build, Finance, Operate & Transfer Basis (DBFOT basis under PPP Mode) on the stipulated terms and conditions and other particulars therein and I / we hereby submit our financial offer as follows:

*The Annual Development Premium (ADP) payable by us to APIIC shall be Rs ______ (Rupees __________________ in words) for the 1st year of the Lease Period. The ADP for the 1st year of the Lease Period shall be payable by us to APIIC at the time of execution of the Agreement with APIIC. The ADP for subsequent years shall be made on every anniversary of the Commencement Date. The amount of ADP for subsequent years shall be increased by 5% (five percent) over the previous year’s amount.*

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

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

I/we have carefully read the entire set of RFP Documents and in token of having accepted all the terms and conditions therein are submitting herewith in Cover 3.

We agree to bind by this offer if we are the selected bidder.
For and on behalf of : 
Signature : 

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

Name of the Person : 
Designation : 
Company Seal : 

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18. ANNEXURE-1: DETAILS OF THE PROPOSED PROJECT

1. Project Concept, Design and Layout

The basic project concept conceived by APIIC includes Factory Premises as per the terms of the Lease and all items contracted to be created as per Agreement to be signed with the Successful Bidder. However, the bidders may develop their own concept and draw up their estimates of cost.

2. Minimum Specifications for the Project

The minimum specifications for the proposed Project are -

- The Project shall be fit for the use of:
  - Electronics Systems Design and Manufacturing (ESDM) units engaged in design and manufacturing of electronic and nano-electronics products and their accessories;
  - Units that are engaged in various stages of the value-chain in the development of electronic and nano-electronics products and their accessories;
  - Units engaged in assembly, testing and packaging; and
  - Units engaged in providing Electronics Manufacturing Services (EMS) related to manufacture of sub-assemblies and parts including integration services to the Original Equipment Manufacturers (OEMs).

- Structure of the Factory Premises may be a pre-fab structure or RCC structure

- Walls should be of standard masonry with requisite openings of doors and window/rolling shutters to suit the functional and safety requirements

- Minimum amenities shall be provided within the Project Site, including but not limited to, adequate number of toilets, necessary electrical system, sanitary water supply system, Storm water drainage system, sewage collection system, solid waste management system, firefighting system, adequate landscaping and lighting confirming to relevant NBCC, ISI and CPWD standards.

- Requisite boundary for safety of the Project Site

- Surveillance system as per the industrial requirement

- Adequate Parking as per local building bye-laws for various categories of vehicles including 2-wheeler, car, truck, etc

3. Period of Lease

The tenure of Lease proposed is 20 (twenty) years with the provision for further renewal at the discretion of APIIC.
4. Details of the Land

APIIC intends to develop Factory Premises at Plot No. 37, 38 & 39 of the Electronics Manufacturing Cluster at Vikruthamala (V), Yerpedu (M) of Chittoor District of Andhra Pradesh. The Project Site has an area of about 6.5 Acre as per the maps/drawings furnished herewith.
RFP for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on DBFOT basis under PPP mode

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RFP for Development of Factory Premises on 6.5 Acre Land Parcel at Electronics Manufacturing Cluster at Vikruthamala, Tirupati, Chittoor District, Andhra Pradesh on DBFOT basis under PPP mode
19. ANNEXURE-2: FEES AND DEPOSITS TO BE PAID BY THE BIDDERS FOR THE PROPOSED PROJECT

1. **Bid Processing Fee**
   Bidders are required to pay a non-refundable Bid Processing Fee of Rs.20,000/- (Rupees twenty thousand only) along with the Bid. The Bid Processing Fee shall be in the form of a Demand Draft issued by one of the Nationalised/Scheduled Banks in India in favour of the Andhra Pradesh Industrial Infrastructure Corporation Limited payable at Vijayawada.

2. **Bid security**
   Bidders are required to submit a Bid Security for an amount equal to Rs. 10 Lakh (Rupees ten lakh only). The Bid Security shall be in the form of a Bank Guarantee from any Scheduled Bank. In case of Foreign Bidders, the Bank Guarantee shall have to be from the corresponding local branch of the Foreign Bank. The form of the Bank Guarantee shall be as per the Format indicated in Exhibit-3.

3. **Annual Development Premium (ADP)**
   The Annual Development Premium (ADP) payable by the Selected Bidder for the 1st year of the Lease Period shall be as quoted by the Selected Bidder in its Financial Proposal. The ADP for the 1st year of the Lease Period shall be payable by the Selected Bidder at the time of signing the Agreement with APIIC. The ADP for subsequent years shall be made by the Selected Bidder on every anniversary of the Commencement Date. The amount of ADP for subsequent years shall be increased by 5% (five percent) over the previous year’s amount.

4. **Development-cum-Construction Guarantee**
   The Selected Bidders would be required to submit a Development-cum-Construction Guarantee for an amount equal to Rs. 50 Lakh (Rupees fifty lakh only). The Development-cum-Construction Guarantee shall remain valid till the start of commercial operations i.e. Commercial Operation Date (COD).

5. **O&M Guarantee**
   The Selected Bidder would be required to deliver to APIIC, on the Commercial Operation Date, a revolving bank guarantee from a scheduled bank acceptable to APIIC, for a sum equal to the value of the Annual Development Premium due for the subsequent year of the Lease Period. The Bank Guarantee would be in force for 12 (twelve) month and upon certification by an officer designated by APIIC that performance of the Selected Bidder has been as per the Agreement, the Bank Guarantee would be renewed for the next 12 (twelve) months of operation based on the amount of Annual Development Premium payable in the next year of the Lease Period.