



Vijayawada Municipal Corporation, Government of Andhra Pradesh

## REQUEST FOR QUALIFICATION (RFQ)

# DEVELOPMENT OF VIJAYAWADA CITY SQUARE AT SWARAJ MAIDAN, VIJAYAWADA, ANDHRA PRADESH

*On Public Private Partnership (PPP)*

**SCHEDULE OF REQUEST FOR QUALIFICATION (RFQ) PROCESS**

The key timelines for the RFQ process is as below:

<b>Activity</b>	<b>Scheduled Date &amp; Time (IST)</b>
RFQ Notification	6 <sup>th</sup> June, 2017
Schedule of Site Visit	9 <sup>th</sup> June, 2017
Last date of receipt of queries, if any	12 <sup>th</sup> June, 2017
Pre-application Meeting	At 4:00 PM Hours (IST) on 15 <sup>th</sup> June, 2017 at VMC, Vijayawada, Andhra Pradesh
Due date for Submission of RFQ Applications	Latest by 4:00 PM Hours on 30 <sup>th</sup> June, 2017
Opening of RFQ Applications	At 4.30 PM Hours on 30 <sup>th</sup> June, 2017

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## **DISCLAIMER**

1. The information contained in this **Request for Qualification document (the “RFQ”)** or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Vijayawada Municipal Corporation (hereinafter referred to as the “**Authority**” or “**VMC**”) or the Government of Andhra Pradesh (“GoAP”) or any of its employees or Project & Transaction Advisors, is provided to Applicant(s) on the terms and conditions as set out in this RFQ and such other terms and conditions subject to which such information is provided.
2. This RFQ is not an agreement and is neither an offer nor invitation by the Authority or GoAP to the prospective Applicant(s) or any other person. The purpose of this RFQ is to provide the Applicant(s)/ interested parties with information that may be useful to them in the formulation of their application for qualification, pursuant to this **RFQ** (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority or GoAP in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
3. This RFQ may not be appropriate for all persons, and it is not possible for the Authority or GoAP, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ and obtain independent advice from appropriate sources.
4. Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority or GoAP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The Authority or GoAP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Authority or GoAP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFQ.

6. The Authority or GoAP 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 RFQ.
7. The issue of this RFQ does not imply that the Authority or GoAP is bound to select or shortlist any pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority or GoAP reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to site visits, attending pre-application meetings, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or GoAP or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority or GoAP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

## GLOSSARY

<b>Applicant(s)</b>	As defined in Clause 1.2.1
<b>Application</b>	As defined in the Disclaimer above
<b>Application Due Date</b>	As defined in Clause 1.1.8
<b>Associate</b>	As defined in Clause 2.2.8
<b>Authority</b>	As defined in Clause 1.1.3
<b>Bid</b>	Bid that may be submitted by the shortlisted qualified applicants/ bidders in response to the RFP as per Clause xxiv of Letter of Invitation
<b>Bidders</b>	Pre-qualified and shortlisted Applicants who submit bid pursuant to the RFP
<b>Bidding Documents</b>	As defined in Clause 1.2.6
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>BOT</b>	Build, Operate and Transfer
<b>Concessionaire</b>	As defined in Clause 1.1.6
<b>Concession Agreement</b>	As defined in Clause 1.1.6
<b>Conflict of Interest</b>	As defined in Clause 2.2.1.3
<b>Consortium</b>	As defined in Clause 2.2.1.1
<b>DFBOT</b>	As defined in Clause 1.1.3
<b>Eligible Projects</b>	As defined in Clause 2.2.2.1
<b>Financial Capacity</b>	As defined in Clause 2.2.2.1 (II)
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.5.6
<b>Lead Member</b>	As defined in Clause 2.2.5.2
<b>LOA</b>	Letter of Award

<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.2.3.2
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.2
<b>Project Advisor</b>	Andhra Pradesh Urban Infrastructure Asset Management Ltd. (APUIAML)
<b>Qualification</b>	As defined in Clause 1.2.1
<b>Qualification Stage</b>	As defined in Clause 1.2.1
<b>Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in Clause 1.2.1
<b>RFQ</b>	As defined in the Disclaimer
<b>SPV</b>	As defined in Clause 2.2.5
<b>Technical Capacity</b>	As defined in Clause 2.2.2.1



## **LETTER OF INVITATION**

- i. Vijayawada is one of the major city near to the new capital city of Amaravati, located on the banks of the River Krishna in the State of Andhra Pradesh and is also the second largest city in the State of AP. The city is one of the oldest commercial towns of the country with vast historical significance. The place is also associated with several historical and memorable events of Indian Independence Movement. It is one of the major trading and business centres of the state and is ***"The Business Capital of Andhra Pradesh"***. It boasts of multicultural background with strong traditional influence nurtured with legacy of the past. Patrons of art in Vijayawada left no stone unturned to preserve the heritage of the classical dance form of Kuchipudi, originated in a small village about 60 kms from Vijayawada.
- ii. Keeping in view the historical and cultural significance of the place, the Vijayawada Municipal Corporation ("VMC"), Government of Andhra Pradesh ("GoAP") has initiated the development of the **VIJAYAWADA CITY SQUARE** at Swaraj Maidan (PWD ground), Vijayawada on the Similar lines of Tiananmen Square of Beijing, Ghirardelli Square of San Francisco, Imam Square of Isfahan, Iran etc. Spread in an area of over 26.0 Acres, the proposed City Square project comprises of state-of-art facilities such as shopping complexes, public gathering space, culture display, public leisure, a monument depicting the heritage of the region, underground parking lot and other developmental projects. The proposed site is strategically located in the heart of the city at M G Road with good connectivity to airport and railway Stations.
- iii. The **VMC** intends to develop the proposed City Square project on Public Private Partnership (PPP) basis. The Authority has decided ***to undertake development, operation and maintenance of VIJAYAWADA CITY SQUARE project on a land parcel admeasuring 26 acres, located at Swaraj Maidan, Vijayawada, Andhra Pradesh, on*** Design, Build, Finance, Operate and Transfer ("**DBFOT**") basis ("**Project**" or "**City Square**"), and has decided to carry out the bidding process for selection of a private entity to whom the Project may be awarded.
- iv. The Authority intends to pre-qualify and short-list suitable Applicants (the "**Bidders**"), who will be eligible for participation in the Bid Stage, for awarding the Project through a transparent competitive bidding process in accordance with the procedure set out herein.
- v. In this regard, the Authority invites Request for Qualification (RFQ) applications from eligible and interested parties/developers / investors of national/ international repute for pre-qualification and short-listing for participation at RFP/Bid stage for awarding the Project.
- vi. Andhra Pradesh Urban Infrastructure Asset Management Ltd. ("**APUIAML**" or "the Project & Transaction Advisor") has been appointed by the Authority as the Project & Transaction Advisor to undertake the activities in connection with the Project, starting from project conceptualisation to selection of Successful Bidder to whom the Project may be awarded.
- vii. The scope of work for the selected bidder/ developer will broadly include design, finance, build, (including procurement & construction), operation and maintenance (O&M) and transfer of the Project facilities to the Authority at the end of the Concession Period as per the terms of the Concession Agreement.

- viii. The Authority intends to pre-qualify and thus **short-list applicants** (the “**Bidders**” or “the Applicants”) who will be eligible for participation in the Bid Stage for awarding the Project through competitive bidding process in accordance with the procedure set out herein.
- ix. The Applicant can be an individual entity or consortium of firms not exceeding 3 (Three) in number.
- x. This RFQ document can be downloaded from the website [www.ourvmc.org](http://www.ourvmc.org)
- xi. Pre-application conference will be held on date, time & venue specified in Clause 1.3 of this document.
- xii. Prospective Applicants are encouraged to participate in the Pre-Application Conference.
- xiii. Queries, if any, proposed to be raised at the pre-application conference by the applicants should be submitted to Authority in writing at least two (2) working days before the date of the pre-application conference and e-mailed to [kesanapallymurthy64@gmail.com](mailto:kesanapallymurthy64@gmail.com) with a copy to [chetan.yarlagadda@apurban.in](mailto:chetan.yarlagadda@apurban.in)
- xiv. Applicants shall be required to furnish along with their respective RFQ Applications, the RFQ processing cost, by way of demand draft equivalent to **Rupees Twenty-Five Thousand only (INR 25,000)** drawn on any Nationalised/Scheduled Bank having branch in India and drawn in favour of “**The Vijayawada Municipal Corporation**” payable at Vijayawada - India. For a foreign company participating in the RFQ process, it is to be noted that, a DD is allowed to submit from a foreign bank having a branch in India.
- xv. The RFQ Application must be delivered in hard copy (Original + 1 Copy) into the tender box between 11.00 AM to 4.00 PM (IST) placed at the address given below.

**Additional Commissioner Projects**  
Vijayawada Municipal Corporation,  
Canal Road, Vijayawada - 520001  
Andhra Pradesh.
- xvi. However, the Applications should not reach later than 4.00 PM (IST) on the scheduled Application Due Date. In the event that the due date for the RFQ submission is a holiday for the Authority, the next working day (at same time) will be considered as the date of submission of hard copy.
- xvii. In case Applicants need any further information about the Project or need access to any other documents related to the Project, as available with the Authority or Project & Transaction Advisors or wish to visit the site, they are requested to contact the Authority or Project & Transaction Advisors at the addresses given below:

**Authority:**

**Sri K. Narasimha Murthy**

**Additional Commissioner Projects**

Vijayawada Municipal Corporation,  
Canal Road, Vijayawada - 520001  
Andhra Pradesh.

Ph: +91 9866514143 & Email: [kesanapallymurthy64@gmail.com](mailto:kesanapallymurthy64@gmail.com)

**Project & Transaction Advisors:**

**Mr. Chetan Yarlagadda**

Senior Manager

Andhra Pradesh Urban Infrastructure Asset Management Ltd.(APUIAML)

NTR Administrative Block,

APSRTC House,

Vijayawada - 520001

Mobile No: +91 8985055843

Email: [chetan.yarlagadda@apurban.in](mailto:chetan.yarlagadda@apurban.in)

- xviii. The RFQ application shall be filled in English and all entries must be typed and/ or written in blue/ black ink. Initials of the authorized representative of the Applicant must attest all erasures and alterations made while filling the application.
- xix. Neither the Authority nor Project & Transaction Advisors shall be responsible for any costs or expenses or liabilities incurred by the applicants in connection with the preparation and delivery of applications, including costs and expenses related to the visits to the site. The Authority reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements stated in the RFQ, at any time without assigning any reason or providing any notice and without accepting any liability for the same. The Authority adopts a two-stage process (collectively referred to as the “Bidding Process”) for selection of the Successful Bidder for award of the Project. The first stage (the “Qualification Stage”) of the process involves qualification (the “Qualification”) of interested parties / applicants, whether single entity or a consortium that make an Application in accordance with the provisions of this RFQ. At the end of this stage, the Authority expects to announce a short-list of pre-qualified Applicants who shall be eligible for participation as bidders in the second stage of the Bidding Process (the “Bid Stage”) comprising Request for Proposals (the “Request for Proposals” or “RFP”).
- xx. The RFQ applications received in response to this invitation will be evaluated based on the Eligibility Criteria specified in this RFQ document.
- xxi. The Applicants qualified at the RFQ stage are only eligible for participating in the next stage of Bidding Process i.e., Request for Proposal (RFP) Stage.
- xxii. The qualified applicants would be required to submit a technical and financial proposals (“Bid”) in response to the RFP that will be issued by the Authority. The technical proposals received pursuant to the RFP would be evaluated on the basis of stipulated technical evaluation criteria. The financial proposals of only those Bidders will be opened, who shall meet the technical evaluation criteria in terms of the RFP. The Bidder, whose Bid is found most responsive to the requirements set out in the RFP would be selected as ‘**Preferred Bidder**’ for award of the Project and executing the Concession Agreement with VMC for the implementation of Project. The bid evaluation process will be detailed in the RFP.

**Additional Commissioner Projects,  
Vijayawada Municipal Corporation**

## **1. DEVELOPMENT OF VIJAYAWADA CITY SQUARE PROJECT AT SWARAJ MAIDAN, VIJAYAWADA, ANDHRA PRADESH ON PPP FORMAT**

### **1.1 Background**

1.1.1 Vijayawada is one of the major city nearby to the new capital city Amaravati located on the banks of the River Krishna in the State of Andhra Pradesh. It is the second largest city in Andhra Pradesh and is one of the oldest commercial towns of the country with vast historical significance. The place is also associated with several historical and memorable events of Indian Independence Movement. It is one of the major trading and business centres of the state and is "***The Business Capital of Andhra Pradesh***". It boasts of multicultural background with strong traditional influence nurtured with legacy of the past. Patrons of art in Vijayawada left no stone unturned to preserve the heritage of the classical dance form of Kuchipudi, originated in a small village about 60 kms from Vijayawada.

1.1.2 Keeping in view the historical and cultural significance of the place, the Vijayawada Municipal Corporation and Government of Andhra Pradesh has initiated the development of the VIJAYAWADA CITY SQUARE at Swaraj Maidan (PWD ground), Vijayawada on the similar lines of Tiananmen Square, Beijing, China. Spread in an area of over approx. 26.0 Acres, the proposed project comprises of state-of-art facilities such as shopping complexes, public gathering space, culture display, public leisure, a monument depicting the heritage of the region, underground parking lot, underground commercial complex and other developmental projects etc. ("**the Project**" or "**City Square**"). The proposed site is strategically located in the heart of the city at M G Road with good connectivity to airport and railway Station. The VMC has initiated the development of the proposed **VIJAYAWADA CITY SQUARE** with the following:

1.1.2.1 Block A – 20 acres (Approx.):

#### **Minimum Development Obligations**

- I. **Iconic Pillar** - at the center of the park with Ashoka/Amaravati motive
- II. **Cultural Gallery** - to host various events
- III. **Exhibition Center** - for organizing various kinds of expositions, trade fairs, shows, circus etc.
- IV. **Open Space** - for Public Meetings and Congregations
- V. **Garden/greenery, Landscape** - with facilities like musical water fountain etc.
- VI. **Operations & Maintenance** - of the city square area

#### **Expected Development Components**

- I. **Iconic Building/Tower** a special attraction in the park comprising of restaurants, food courts, and other visitor amenities

- II. **Underground Commercial Area including supermarkets** with Parking as per the parking norms.
- III. **Swimming Pool**
- IV. **Gaming Zone** with variety of play equipment, video games, indoor games etc.
- V. **Mini Indoor Stadium**
- VI. **Theme Park**
- VII. **Any other component as proposed by Applicant(s)**

#### 1.1.2.2 Block B – 6 acres (Approx.)

##### Minimum Development Obligations

- I. **Government Guest House** – comprising of minimum 50 Rooms

##### Expected Development Components

- I. **High-rise towers** for residential, commercial, 5 Star hotel government offices
- II. **Restaurants** and other amenities
- III. **Any other component as proposed by Applicant(s)**

- 1.1.3 VMC (the “Authority”) has decided to undertake the development of the proposed Project through Public Private Partnership (the “PPP”) on Design, Finance, Build, Operate and Transfer (the “DFBOT”) basis, and has, therefore, decided to carry out a transparent and competitive bidding process for selection of the Concessionaire. A brief description of the Project is at Appendix VI. Brief particulars of the Project are as follows:

Name of the Project	Project Site Area (Acres)
Development of VIJAYAWADA CITY SQUARE at Swaraj Maidan, Vijayawada, Andhra Pradesh through the Public Private Partnership (PPP) mode	<b>Block A – 20 Acres (Approx.)</b> <b>Block B – 6 Acres (Approx.)</b> <b>Total about 26.00 Acres</b>

- 1.1.4 The Authority intends to invite suitable Applicant(s) who will be eligible for participation in the Bid Stage of the Project, in accordance with the procedure set out herein.
- 1.1.5 The Applicant (single entity or consortium of entities) who successfully qualifies during the Bid Stage will be awarded the concession (“**Successful Bidder**”).
- 1.1.6 The Successful Bidder (single entity or consortium of entities), shall be required to incorporate an SPV under the Companies Act, 2013 to execute the Project. The SPV needs to be established prior to execution of the Concession Agreement and will be the concessionaire (the “**Concessionaire**”). The Concessionaire shall be responsible to deliver the Project as per the DFBOT norms defined under and in accordance with the provisions of a concession agreement (the “**Concession Agreement**”), to be entered into between the Concessionaire and the Authority as per the draft provided by the Authority as part of the Bidding Documents pursuant hereto. The Successful Bidder continues to be

responsible for the delivery of all the services by the Concessionaire under the **Concession Agreement** and shall be a party in the **Concession Agreement**.

- 1.1.7 The scope of work under the Concession Agreement will broadly include designing, engineering, financing, procurement, construction of the Project and the operation, management and maintenance thereof in terms of the Concession Agreement. Further, the Concessionaire shall in consideration of its investment and services, be entitled to levy and charge a user fee from users of the Project as per market driven rates which will be decided by the Authority depending upon the services provided to the users, the business strategy, competition, etc. and in accordance with and subject to the terms of the Concession Agreement. However certain areas are to be given free access to public for example public space, gardens, etc. for which details will be provided at RFP stage. The detailed scope of work would also be provided at the RFP Stage.
- 1.1.8 The Authority shall invite Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the due date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

## 1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage process (collectively referred to as the “**Bidding Process**”) for selection of the Successful Bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties / applicants, whether single entity or a consortium that make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context include the Members of the Consortium). At the end of this stage, the Authority expects to announce a short-list of pre-qualified Applicants who shall be eligible for participation as bidders in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”).
- 1.2.2 Government of India has issued guidelines (see Appendix-V) for qualification of applicants seeking to acquire stakes in any public-sector enterprise through the process of disinvestment. These guidelines as provided in Appendix-V shall apply mutatis mutandis to this Bidding Process also. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid Appendix-V guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.
- 1.2.3 This RFQ document can be downloaded from the website [www.ourvmc.org](http://www.ourvmc.org), as per the dates provided under Clause 1.3 “Schedule of Request For Qualification (RFQ) Process” in this RFQ document. The Applicant shall be required to submit RFQ processing cost (“**RFQ Cost**”) by way of a **Demand Draft of Rupees Twenty-Five Thousand (INR 25,000)** in favor of “The Vijayawada Municipal Corporation” payable at Vijayawada, India at the time of submission of Qualification Documents. Applications received without the RFQ Cost shall be liable for rejection. **[Note: Please see our note at clause xv of the Letter of Invitation above.]**
- 1.2.4 In the Qualification Stage, Applicants would be required to furnish information specified in this RFQ Document. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project in the Bidding Stage.



The Applicants are, therefore, advised to visit the VMC website as per the schedule given in Clause 1.3 of this document and familiarize themselves with the Project.

- 1.2.5 Applicants shall at this Qualification Stage are instructed to submit the following:
  - 1.2.5.1 A concept master plan of the area duly depicting the facilities proposed
  - 1.2.5.2 The approximate built-up area in square feet of the project and also the approximate breakup of built-up area of various design elements of the Project.
  - 1.2.5.3 The total proposed investment of the project with break-up of proposed investment in Block A - 20 acres (Approx. area) and Block B - 6 acres (Approx. area)
  - 1.2.5.4 A brief about the proposed business model for the 20 acres (Approx. area) Block A shall be submitted
  - 1.2.5.5 A brief about the proposed business model for the 6 acres (Approx. area) Block B shall be submitted
  - 1.2.5.6 A brief about the operations model of the Project
  - 1.2.5.7 The Applicants are also required to submit details as per the format in the Annexures to this RFQ Document and the last three years audited financial statements.
- 1.2.6 Other details of the process to be followed at the Bid Stage including the documents to be submitted and the terms thereof will be specified in the RFP and other documents to be provided by the Authority ("**Bidding Documents**") at the Bidding Stage.
- 1.2.7 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by e-mail to the officer designated in Clause 2.13.3. The envelopes and the communications shall clearly bear the identification / title as below:

"Queries / Request for additional information: RFQ for "Development of VIJAYAWADA CITY SQUARE at Swaraj Maidan, Vijayawada, Andhra Pradesh on PPP Basis"
- 1.2.8 All communications by email shall be marked to: Sri K. Narasimha Murthy, Additional Commissioner Projects email: [kesanapallymurthy64@gmail.com](mailto:kesanapallymurthy64@gmail.com) with a copy to Mr. Chetan Yarlagadda, Senior Manager, Andhra Pradesh Urban Infrastructure Asset Management Ltd.(APUIAML), Email: [chetan.yarlagadda@apurban.in](mailto:chetan.yarlagadda@apurban.in)
- 1.2.9 At the Bid Stage, the Bidders shall be required to submit the Bid Security in the amount, form and manner as may be specified in the RFP Document.
- 1.2.10 During the Bid Stage, Bidders clearing the Qualification Stage ("Shortlisted Applicants") will be invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submission of the detailed Bids. The Commercial Terms of the Project will be communicated as part of the RFP document issued to the Shortlisted Applicants of RFQ Stage. A draft Concession Agreement shall also be provided along with the RFP, that shall be final and binding and the Bidders will be required to submit an unconditional acceptance to the terms and conditions therein, along with the Bid.
- 1.2.11 Generally, the Successful Bidder will qualify as part of the RFP process and will be selected for the Project. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Successful Bidder in case such Successful Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Successful Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Applicants or annul the Bidding Process, as the case may be.

### 1.3 Schedule of Request for Qualification (RFQ) Process

1.3.1 The Authority shall endeavour to adhere to the following schedule:

Activity	Scheduled Date & Time (IST)
RFQ Notification	6 <sup>th</sup> June, 2017
Schedule of Site Visit	9 <sup>th</sup> June, 2017
Last date of receipt of queries, if any	12 <sup>th</sup> June, 2017
Pre-application Meeting	At 4:00 PM Hours (IST) on 15 <sup>th</sup> June, 2017 at VMC, Vijayawada, Andhra Pradesh
Due date for Submission of RFQ Applications	Latest by 4:00 PM Hours on 30 <sup>th</sup> June, 2017
Opening of RFQ Applications	At 4.30 PM Hours on 30 <sup>th</sup> June, 2017

The above schedule is tentative. VMC reserves the right to modify the said schedule of RFQ Process at any time during this pre-qualification process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Further VMC reserves the right to hold, in its sole and absolute discretion, more than one pre-application meeting or hold one or more consultation meetings with the interested parties / applicants and in such event the above schedule shall stand modified and amended.



## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of the Application

- 2.1.1 The Authority wishes to receive applications at this Qualification Stage as part of response to this RFQ in order to shortlist experienced and capable Applicants for the Bid (RFP) Stage.

#### 2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following would apply:
- 2.2.1.1 The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Applicant/firm applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Applicant used herein would apply to both a single entity and also a Consortium.
- 2.2.1.2 An Applicant may be a natural person, private entity, firm, government-owned entity or a partnership firm or a company (Public or Private Ltd.) 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 Clause 2.2.1.5 below.
- 2.2.1.3 An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bid Process. Any Applicant found to have any Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- I. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its 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 an Applicant, its 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 Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall

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

- II. a constituent of such Applicant is also a constituent of another Applicant; or
- III. Such Applicant, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- IV. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- V. Such Applicant, or any Associate thereof, has a relationship with another Applicant, 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 Application of either or each other; or
- VI. Such Applicant, or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project

2.2.1.4 An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, 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 Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of twelve months from the date of completion of bid submission.

2.2.1.5 In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium. Application submitted by a Consortium of two or more entities shall comply with the following requirements:

- (i) The number of members of the Consortium should not exceed 3 (Three)
- (ii) A copy of joint bidding agreement (in a form as attached in Appendix IV) duly signed by all the members of the Consortium for the purpose of making Application and submitting the Bid in the event of being shortlisted,

shall be furnished to the Authority by the bidding consortium. One of the members of the Consortium shall be nominated by other members thereof as Lead Consortium Member. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the consortium members in favour of the Lead Consortium Member;

- (iii) The joint bidding agreement shall state clearly the roles and responsibilities proposed to be shared among the members of Consortium during the execution and implementation of the Project;
- (iv) The members of the Consortium should individually and jointly satisfy the Technical Capacity and Financial Capacity as specified in this RFQ. However, the Lead Member of Consortium, whose Technical and Financial Eligibility have been considered for the purpose of evaluation, shall hold an equity share of at least 26% (twenty-six per cent) in the Project SPV, from the date of signing of the Concession Agreement till the end of the Lock-In period as prescribed in clause 2.2.5.2 below
- (v) The Lead Member of Consortium along with other Consortium members shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession Agreement.
- (vi) The RFQ Application shall be legally binding on all the members of the Consortium.

2.2.2 To be eligible for pre-qualification, short-listing and participation at Bid Stage, an Applicant shall be required to fulfill the following conditions of eligibility as below:

2.2.2.1 **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Sole Applicant or the Lead Member of Consortium or any members of the Consortium, over the past five (5) financial years preceding the Application Due Date, shall have:

- I. **Developed or constructed similar projects** - The Applicant or Lead Member of Consortium should have developed or constructed or executed at least one project equal to or exceeding Rupees One Thousand crores (Rs. 1000 Crores). For the purpose of this RFQ, Eligible Projects would include:
  - a) Convention Centers, Exhibition Centers
  - b) Amusement Parks, Entertainment Centers (aquarium/ Indoor rides/ Snow world/Multiplexes, etc.)
  - c) Star Hotels<sup>a</sup> or equivalent Hotels Serviced apartments, Resorts
  - d) High rise Buildings, Apartments
  - e) Industrial infrastructure projects

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<sup>a</sup> Only operational Hotels with minimum 100 room keys would be considered as Eligible Projects. Further, in case of Hotels in India, the Hotels with a valid Certification / having applied for renewal of Certification, from the Hotel & Restaurant Approval & Classification Committee (HRACC) of the Ministry of Tourism, Government of India shall be considered. In case of Hotels being outside India, the classification / certification from the corresponding classifying / rating Authority / Body shall be considered.

- f) Core Infrastructure Projects like Highways, expressways, bridges, airfields, power, telecom, ports, airports, railways, metro rail etc.
- g) Industrial Buildings/parks/estates, logistic parks etc.
- h) Institutional Buildings / complexes, Hospitals and Real Estate development excluding plotted development<sup>b</sup>

II. **Financial Capacity:** The Sole Applicant or Lead Member of Consortium (subject to terms hereof) shall have a Minimum Net Worth of Indian Rupees Three Hundred Crores (INR 300.00 Crores) in the preceding financial year (as per Audited Annual Report) before the Application Due Date. The Sole Applicant or Lead Member of Consortium (subject to terms hereof) shall also have a Revenue of Indian Rupees Five Hundred crores (INR 500 Crores) in the preceding financial year (as per Audited Annual Report) before the Application Due Date.

2.2.3 The Applicants shall enclose with its Application, to be submitted as per the format at **APPENDIX I** complete with its Annexes, the following:

2.2.3.1 Certificate(s) from its statutory auditors (for company/ Corporate Entity) or practicing Chartered Accountant (for non-Corporate Entity) or the concerned client(s) stating payments made / received or works commissioned, as the case may be, during the five years preceding the Application Due Date in respect of the projects specified in paragraph 2.2.2.1 above qualifying for Technical Capacity. In case a particular job / contract has been jointly executed by the Applicant (as part of a consortium), the claim for the share in work done for that particular job / contract should be supported by producing a certificate from a statutory auditor or the client along with Audited Financial Statements for the corresponding Financial years; and

2.2.3.2 Certificate(s) from its statutory auditors (for company/ Corporate Entity) or practicing Chartered Accountant (for non-Corporate Entity) specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying the methodology adopted for calculating such net worth conforms to provisions of this Clause 2.2.3.2. For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity share capital and reserves from which shall be deducted all accumulated losses, the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

*(In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by Statutory Auditor (for company/ Corporate Entity) would not be necessary in respect of Clause 2.2.3.2. In jurisdictions that do not have Statutory Auditor (for company/ Corporate Entity) the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required).*

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<sup>b</sup> Real Estate development shall not include residential flats unless they form part of a real estate complex or township, which has been built by the Applicant. Institutional Buildings could include Educational institutions.

- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Appendix II:- Format for Power of Attorney for signing of application, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member of Consortium as per format at Appendix III: Format for Power of Attorney for Lead Member of Consortium.
- 2.2.5 The Successful Bidder (single entity or Consortium of entities) shall be required to incorporate the Concessionaire under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Concession Agreement and implement the Project. Subject to clause 2.2.1.5, the Successful Bidder (single entity or Consortium of entities) shall be required to hold an equity shareholding of at least 100% of the paid up and subscribed equity of the Concessionaire until date of execution of the Concession Agreement and thereafter shall be required to hold an equity shareholding of at least 51% of the paid up and subscribed equity of the Concessionaire from the date of signing of the Concession Agreement until three years from the date of commercial operations of the Project (“**Lock-in Period**”). In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements namely:
- 2.2.5.1 Subject to the provisions of sub-clause 2.2.5, the Application should contain the information required for each member of the Consortium;
- 2.2.5.2 Members of the consortium shall nominate one member as the Lead Member of Consortium (the “**Lead Member of Consortium**”) who shall have an equity shareholding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV during the Lock-in-Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix III: Format for Power of Attorney for Lead Member of Consortium signed by all the other members of the Consortium;
- 2.2.5.3 The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations; the format for providing the brief description shall be in conformance to Annexure I.
- 2.2.5.4 An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification.
- 2.2.5.5 A member of a particular Consortium cannot be member of any other Consortium applying for pre-qualification;
- 2.2.5.6 Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Jt. Bidding Agreement**”), substantially in the form specified at APPENDIX IV: Joint Bidding Agreement for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
- I. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

- II. Clearly outline the proposed roles and responsibilities, if any, of each member;
- III. Commit the minimum equity stake to be held by each member;
- IV. Commit that Lead Member of Consortium, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV during the **Lock in Period** of the Project, shall hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the total Project cost as specified in the Concession Agreement. The other members of the consortium shall hold a minimum of 10% of subscribed and paid up equity share capital in the SPV during the Lock-in-Period.
- V. In addition to the above, Members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times during the Lock-in-Period; and
- VI. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project during the Lock in Period in accordance with the Concession Agreement.

2.2.5.7 Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the **Jt. Bidding Agreement** without the prior written consent of the Authority.

2.2.6 Any entity which has been barred by the Central/ State Government, or any entity controlled by Central / State Government, from participating in any Project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.7 An Applicant/ Consortium member should, in the last 3 (three) years preceding the Application Due Date, 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 against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated for breach by such Applicant, Consortium Member or Associate.

2.2.8 Qualification through Associates/ Affiliates (If Any):

2.2.8.1 In computing the Technical Capacity and Net Worth of the Applicant / Consortium members under Clauses 2.2.2, 2.2.3 and 3.2, the Technical Capacity and Net Worth of their respective Associates/ Affiliates would also be eligible hereunder.

2.2.8.2 For purposes hereof, Associate or Affiliate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium member (the "Associate"/ Affiliate). 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, whether by operation of law.

**2.2.9 The following conditions shall be adhered to while submitting an Application –**

- I. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexure is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- II. Information supplied by an Applicant (or other constituent member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- III. In responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Section C below; and
- IV. In case the Applicant is a Consortium, each member of the Consortium should substantially satisfy the pre-qualification requirements to the extent specified herein.

**2.2.10 While Qualification is open to persons from any country, the following provisions shall be applicable:**

- I. Where, on the date of the Application, not less than 15%(fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or any of the constituents of a Consortium is held by person's resident outside India or where an Applicant or any of the constituents of a Consortium is controlled by person's resident outside India; or
- II. if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15%(fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control (by person's resident outside India) in or of the Applicant or any of the constituents of a Consortium:
  - i) Then the Qualification of such Applicant or in the event described in sub clause (II) above, the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant;
  - ii) The holding or acquisition of equity or control, as above, shall include direct or indirect holding / acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition; and

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

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

### **2.3 Change in Composition of Consortium**

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

2.3.2 Where the Bidders<sup>c</sup> is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:

- (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
- (b) the Lead Member continues to be the Lead Member of the Consortium;
- (c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.3.5 Notwithstanding anything to the contrary contained in Clause 2.2.1.3, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

### **2.4 Number of Applications and Costs thereof**

2.4.1 No Applicant shall submit more than one Application for the Project. An Applicant applying individually or as a member of a Consortium shall not be entitled to submit

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<sup>c</sup> The option of change in composition of the Consortium, which is available under Clause 2.3.2 may be exercised by any Applicant who is pre-qualified either as a Consortium or as a single entity. In the case of a single entity Applicant adding a Consortium Member at the Bid Stage, the single entity Applicant shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be an Applicant or the member of a Consortium which has been pre-qualified.



another application either individually or as a member of any Consortium, as the case may be.

- 2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site Visit and Verification of Information**

- 2.5.1 Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the location, surroundings, climate, availability of power, water and other utilities for construction, access to site, weather data, applicable laws and regulations or any other matter considered relevant by them. The applicants shall visit the project sites as per the schedule specified in the Section 1.3 of this document and are requested to contact the persons given in Section 1.2.8 so as to enable them to facilitate the visits. The cost of site visits shall be borne by the Applicant.

## **2.6 Acknowledgement by Applicant**

- 2.6.1 It shall be deemed that by submitting the Application, the Applicant has:
- I. Made a complete and careful examination of the RFQ;
  - II. Received all relevant information requested from Authority;
  - III. Accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of Authority or relating to any of the matters referred in Clause 2.5 above.
  - IV. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.2 Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- ## **2.7 Right to Accept or Reject any or all Applications/ Bids**
- 2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the bidding process and reject all Bids, at any time without any liability whatsoever or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Applications/Bids, it may, in its discretion, invite all Applicants / Bidders to submit fresh Applications / Bids hereunder.
- 2.7.2 The Authority reserves the right to reject any Application and/or Bid if:
- I. At any time, a material misrepresentation is made or uncovered, or
  - II. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by Authority for evaluation of the Application.
- 2.7.3 If the Applicant/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 Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- I. Invite the remaining Bidders to match the highest Bidder/ submit their Bids in accordance with the RFP; or
- II. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.7.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after execution of the Concession Agreement and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.
- 2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there-under.

## B. DOCUMENTS

### 2.8 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### Invitation for Qualification

Section 1	Introduction
Section 2	Instructions to Applicants
Section 3	Criteria for evaluation
Section 4	Fraud and corrupt practices
Section 5	Pre-Application Conference
Section 6	Miscellaneous

#### Appendices

I	Letter comprising the Application
II	Power of Attorney for signing of Application
III	Power of Attorney for Lead Member of Consortium
IV	Joint Bidding Agreement for Consortium
V	Guidelines of the Department of Disinvestment
VI	Project Information Brief
VII	Indicative proposal

### 2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.7. They should send in their queries at least two days before the pre-application conference date specified in the schedule of RFQ Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than the date stipulated in Clause 1.3. The responses will be sent by fax and/or e-mail. The Authority will upload the responses only on the websites specified in the RFQ advertisement.
- 2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may, on its own, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information

given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

**2.10 Amendment of RFQ**

- 2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will only be uploaded on the following websites - [www.ourvmc.org](http://www.ourvmc.org). In order to afford the Applicants a reasonable time in which to take an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Application Due Date.

## C. PREPARATION & SUBMISSION OF APPLICATION

### 2.11 Language

- 2.11.1 The Application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
- 2.11.2 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 difference between amounts stated in figures and words, the amount stated in words only will be taken as correct and final.

### 2.12 Format & Signing of Application

- 2.12.1 The Applicant shall provide all information sought under this RFQ. Authority would evaluate only those Applications that are received in the required format and complete in all respects. Incomplete and / or conditional Applications shall be liable for rejection.
- 2.12.2 The Applicant shall prepare 1 (one) Original Set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked “**ORIGINAL**”. In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked “**COPY**”. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.12.3 The Application and its copy shall be typed or written in indelible ink, stamped (Company/firm stamp or seal) and signed by the Authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover

### 2.13 Sealing and Marking of Applications

- 2.13.1 The Applicant shall submit the Application in the format specified at **APPENDIX I** together with the documents specified in Clause 2.13.2 and seal it in an envelope and mark the envelope as “**RFQ for the Development of VIJAYAWADA CITY SQUARE in Swaraj Maidan, Vijayawada, Andhra Pradesh on Public Private Partnership Basis**”. The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.
- 2.13.2 Each envelope shall contain
- I. Application in the prescribed format **Appendix I: Letter Comprising the Application for Prequalification** (Refer Clause 2.13.2) along with Annexures and supporting documents;

- II. Power of Attorney for signing the Application as per the format at **Appendix II:- Format for Power of Attorney for signing of application;**
- III. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix III: Format for Power of Attorney for Lead Member of Consortium;**
- IV. Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at **APPENDIX IV: Joint Bidding Agreement;**
- V. Copy of Memorandum and Articles of Association, if the Applicant / Consortium member is a body corporate, and if a partnership then a copy of its partnership deed;
- VI. Copies of Applicant's / each Consortium member's duly audited balance sheet and profit and loss account for the preceding five years;
- VII. Demand Draft of INR 25,000/ (Rupees Twenty-Five Thousand only).

VIII. Any other project-specific requirement that may be specified by the Authority

Each of the envelopes shall clearly bear the following identification: **"RFQ for the Development of VIJAYAWADA CITY SQUARE in Swaraj Maidan, Vijayawada, Andhra Pradesh on Public Private Partnership Basis"** and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right-hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to

ATTENTION OF : The Additional Commissioner Projects

ADDRESS : Vijayawada Municipal Corporation,  
Canal Road, Vijayawada - 520001  
Andhra Pradesh.  
Phone:  
Email:

2.13.4 If the envelopes are not sealed, stamped and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13.6 The Authority assumes no responsibility for misplacement or premature opening of the contents of the Application submitted in case the envelope is not sealed and marked as above. All copies of every Application must be submitted in hard bound/Spiral form with all pages numbered serially, with an index of submissions. In the event, any of the

instructions are not adhered to by the Applicant, the Authority reserves the right to reject the Application.

## **2.14 Application Due Date**

- 2.14.1 Applications should be submitted latest by 4:00 PM hours IST on the Application Due Date as prescribed in the schedule provided in Clause 1.3, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ.
- 2.14.2 In the event that the due date for the application submission is a holiday for the authority, the next working day (at same time) will be the date of submission of hard copy.
- 2.14.3 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

## **2.15 Late Applications**

- 2.15.1 Applications received by the Authority after the Application Due Date shall not be eligible for consideration and shall be summarily rejected. Authority shall not be responsible for any delay in submission of the same.

## **2.16 Modification/ Substitution/Withdrawal of Applications**

- 2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by Authority within the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant after the Application Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with section C. PREPARATION & SUBMISSION OF APPLICATION
- 2.16.3 of this RFQ, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

Any alteration/modification in the Application or additional information material supplied subsequent to the Application Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.

## D. Evaluation Process

### 2.17 Opening & Evaluation of Applications

- 2.17.1 The Authority would open the Applications at 4:30 PM hours IST on the Application Due Date, for the purposes of evaluation at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority would subsequently examine and evaluate Applications in accordance with the provisions set out in Section E on Qualification & Bidding.
- 2.17.4 Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its consultants, agents, successors or assigns, but shall be binding against the Applicant if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Application without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience of the Applicant.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.1 and 2.7.4.

### 2.18 Confidentiality

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



## **2.19 Tests of Responsiveness**

2.19.1 Prior to evaluation of Applications, Authority will determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

- I. It is received as per formats given in this RFQ document
- II. It is received within the Application Due Date including any extension thereof pursuant to Clause 2.14.1
- III. It is signed and stamped, sealed, hard/spiral bound and marked as stipulated in Clauses 2.12 and 2.13.
- IV. It is accompanied by the Power of Attorney as specified in Clause 2.2.4 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.5.2 and;
- V. It contains all information (complete in all respects) as stipulated in the RFQ;
- VI. It contains information as per the formats specified in this RFQ. Non-adherence to formats may be a ground for declaring the Application as non-responsive; and
- VII. It contains certificates from its statutory auditors in the formats specified at Annexure II: Technical Capacity of Applicant of the RFQ for each Eligible Project
- VIII. It is accompanied by the Jt. Bidding Agreement (in case Applicant is Consortium), specific to the Project, as stipulated in Clause 2.2.5.6.
- IX. It does not contain any condition or qualification; and
- X. It is not non-responsive in terms hereof

2.19.2 Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Application.

## **2.20 Clarifications from Applicants**

2.20.1 To facilitate evaluation of Applications, Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarifications shall be provided within the time specified by Authority for this purpose. Any request for clarifications and all clarifications shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority.

## **E. Qualification & Bidding**

### **2.21 Shortlisting& Notification**

- 2.21.1 Based on the evaluation of Applications, the Authority would prepare a list of applicants that shall have been qualified through the above evaluation criteria and the same will be communicated to all the Applicants. The Authority will not entertain any query or clarification from Applicants who fail to qualify.
- 2.21.2 The pre-qualified and shortlisted Applicants at the RFQ stage shall only be eligible for participating in the next stage of Bidding Process i.e., Request for Proposal (RFP) Stage.

### **2.22 Submission of Bids**

- 2.22.1 The pre-qualified and shortlisted Applicants would be requested to submit its Bid in the form and manner to be set out in the RFP issued to the qualified Applicants of RFQ.
- 2.22.2 Only qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application.

### **2.23 Proprietary Data**

- 2.23.1 All documents and other information supplied by Authority or submitted by an Applicant to Authority shall remain or become the property of Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. Authority will not return any Application or any information provided along therewith.

### **2.24 Correspondence with Applicant**

- 2.24.1 Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation parameters**

- 3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 of this RFQ above shall qualify for participation at Bid Stage. Applications of firms/ consortium who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established on the following parameters:
- Technical Capacity
  - Financial Capacity

#### **3.2 Technical Capacity for Purposes of Evaluation**

- 3.2.1 The technical qualification of an applicant shall be subject to the fulfillment of experience in Eligible Projects as per provisions of Clause 2.2,
- 3.2.2 Experience from Eligible Projects shall only be considered for technical qualification.
- 3.2.3 Experience for any activity relating to an Eligible Project shall not be claimed by two or more 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.
- 3.2.4 The qualification documents shall be evaluated as per the criteria specified in this RFQ document.

#### **3.3 Details of Experience**

- 3.3.1 The Applicant should furnish the details of eligible experience for the past 5 (five) years preceding the Application Due date.
- 3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annexure II: Technical Capacity of Applicant

#### **3.4 Financial Information for the Purpose of Evaluation**

- 3.4.1 The Application must be accompanied by Audited Annual Reports of the Applicant (of each member in case of a Consortium) for three financial year, preceding the year in which the Application is made. In addition, financial statements for years corresponding to Technical Capacity would also need to be submitted as supporting documents.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give the unaudited financial statements with an undertaking to this effect and the statutory auditor shall certify the

same. In such a case, the Applicant shall provide the Audited Annual Report for year preceding the year for which the Audited Annual Report is not being provided.

- 3.4.3 The Applicant must establish the minimum Net Worth and provide details as per format at Annexure III: Financial Capacity of Applicant

**3.5 Short listing of Applicants**

- 3.5.1 The Authority shall pre-qualify and shortlist the Applicants who fulfill the stipulated Technical and Financial Capacity criteria as set out in this RFQ, along with the other conditions of the RFQ.
- 3.5.2 The Authority will notify the other Applicants who do not fulfill either or both of the Technical and Financial Capacity. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

#### **4. FRAUD & CORRUPT PRACTICES**

- 1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2 Without prejudice to the rights of the Authority under Clause 1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

**“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2.1.4, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- I. **“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;
- II. **“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;

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

## **5. PRE-APPLICATION CONFERENCE**

5.1 The Pre-Application Conference shall be convened on the date and time specified in Clause 1.3 of this document at:

Vijayawada Municipal Corporation,  
Canal Road, Vijayawada - 520001  
Andhra Pradesh.

5.2 A maximum of three representatives from each Applicant shall be allowed to participate on production of authority letter from the Applicant. Responses to the Pre-application Conference queries will be posted on the websites mentioned in this RFQ document.

5.3 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor 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. Non-attendance at the Pre-Application Conference will not be a cause for disqualification of an Applicant.

## **6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada, India shall have exclusive jurisdiction of the laws governing in the State of Andhra Pradesh over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- I. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - II. Consult with any Applicant in order to receive clarification or further information;
  - III. Pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
  - IV. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
  - V. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the process to the fullest extent and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



### CHECKLIST OF SUBMISSIONS

S.No	Enclosures to the RFQ Application	Status (Submitted / Not Submitted)	Comments if any
1	Demand Draft for INR 25,000 for RFQ Processing Fee		
2	RFQ document each page duly signed by the Authorized Person is to be returned acknowledging the terms and conditions thereof		
3	Appendix I: Letter comprising the Application for Pre-qualification		
	Annexure I: Details of Applicant		
	Annexure II: Technical Capacity of Applicant <ul style="list-style-type: none"> <li>Annex 1: Format for Development/Construction Experience</li> <li>Annex 2: Format for Operational Experience, if any</li> </ul>		
	Annexure III: Financial Capacity of the Applicant		
	Annexure IV: Statement of Legal Capacity		
4	Appendix II: Format for Power of Attorney for Signing of Application		
5	Appendix III: Format for Power of Attorney for Lead Member of Consortium		
6	Appendix IV: Joint Bidding Agreement		
7	Appendix V: Guidelines of the Department of Disinvestment		
8	Appendix VI: Project Information Brief		

## **APPENDIX I: LETTER COMPRISING THE APPLICATION FOR PREQUALIFICATION**

*(Refer Clause 2.13.2)*

Date:

Place:

To

### **The Additional Commissioner Projects**

Vijayawada Municipal Corporation,

Canal Road, Vijayawada - 520001

Andhra Pradesh.

Phone:

Email:

**Sub: Application for Pre-qualification for Development of VIJAYAWADA CITY SQUARE Project in Swaraj Maidan, Vijayawada, Andhra Pradesh on Public Private Partnership Basis**

Dear Sir,

1. With reference to your RFQ document dated ....., I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid Project. The Application is unconditional in all respects.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexure I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. 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 or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.

- b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1.3 and 2.2.1.4 of the RFQ document; and
  - 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 Section 4. Fraud & Corrupt Practices of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4. Fraud & Corrupt Practices of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - e. I/ We hereby certify and confirm that in the preparation and submission of this Application, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice; and
  - f. I/ We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Application; and
  - g. I/ We are not barred by Vijayawada Municipal Corporation, Government of India, Government of Andhra Pradesh or any state government or any of their agencies from participating in similar projects.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/any other Consortium applying for pre-qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we 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 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 / any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ Employees.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001, which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFQ at Appendix-V thereof.
15. 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.
16. The Statement of Legal Capacity as per format provided at Annexure IV of Appendix I of the RFQ document, and duly signed, is enclosed. The Power of Attorney for signing of application and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II and Appendix III respectively of the RFQ, is also enclosed.
17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate itself as such prior to execution of the Concession Agreement.
18. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. I/we agree and undertake to abide by all the terms and conditions of the RFQ document.
20. I/ We certify that in terms of the RFQ, my/our Net worth is INR..... (Rs. in words) and meet the Experience criteria from Eligible Projects.
21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement<sup>d</sup>.

In witness thereof, I/We submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: Signature, Name and Designation of the Authorized Signatory

Place: Name and Seal of the Applicant/ Lead Member of Consortium

<sup>d</sup> Omit if the Applicant is not a Consortium

### **Annexure I: Details of Applicant**

- 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 Details of Individual(s) who will serve as the Point of Contact/ Communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
- 4 Particulars of the Authorized Signatory of the Applicant:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
- 5 In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.5.6 should be attached to the Application.
  - (c) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.5.3}	Percentage of equity in the Consortium {Refer Clause 2.2.5.2}
1			
2			
3			

- (b) The following information shall also be provided for each member of the Consortium:

**Name of Applicant /member of Consortium**

Sr. No.	Criteria	Yes	No
1.	Has the Applicant/ Constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, 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 Application?		
3.	Has the Applicant/ Constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

- 6 A statement by the Applicant and each of the members of its Consortium (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

## Annexure II: Technical Capacity of Applicant

### Annex 1

#### *Format For*

#### DEVELOPMENT/CONSTRUCTION EXPERIENCE

*(Refer Clause 2.2.2.1)*

#### (REAL ESTATE/ HOSPITALITY/CORE INFRASTRUCTURE SECTOR)

Project Name & Location	Type of Project	Project Cost Rs. in Cr	Date Completion of Project	Proof of Project Cost and Completion Enclosed (Yes/ No)

#### **Note:**

*The date of commencement and completion of the project and Investment made on the Project needs to be certified by the Statutory Auditor of the company.*

This is to certify that \_\_\_\_\_ (Name of the Applicant) has promoted and developed / constructed \_\_\_\_\_ (Title and nature of the Projects) with a total Investment of Rs. \_\_\_\_\_

We further certify that the Project was commissioned on \_\_\_\_\_ (Date) and completed on \_\_\_\_\_ (Date) and \_\_\_\_\_ (Name of the Applicant) held \_\_\_\_\_ % of the equity capital in the Project as on the date of commissioning.

\_\_\_\_\_

Signature of the Statutory Auditors

(With seal and registration no)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

*Format For*

**OPERATIONAL EXPERIENCE**

**(REAL ESTATE/ HOSPITALITY/ CORE INFRASTRUCTURE SECTOR)**

*(Refer Clause 2.2.2.1)*

Project Name & Location	Type of Project	Project Revenues in past Five years	No of Years of Operation	Proof of Revenues and Exp. Enclosed (Yes/No)

**Note:**

*The Annual turnover of the project and the years of Project Operation needs to be certified by the Statutory Auditor of the company.*

This is to certify that \_\_\_\_\_ (Name of the Applicant) has operated \_\_\_\_\_  
(Title and nature of the Projects) from the year \_\_\_\_\_ to Year \_\_\_\_\_.

We further certify that the Revenues from the Project given above are factual.

\_\_\_\_\_  
Signature of the Statutory Auditors  
(With seal and registration no)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company \_\_\_\_\_  
Date \_\_\_\_\_



**Annexure III: Financial Capacity of Applicant**

**FORMAT FOR FINANCIAL DATA**

*(Refer Clause II)*

**Net-worth related data**

*All figures in Rs Cr*

<i>Description</i>	<b>Last Financial Year</b>
Subscribed Share Capital	
(add) Paid up Share Capital	
(add) Free Reserves	
(Subtract) (Revaluation reserves + Miscellaneous Expenditure+ Expenditure not written off+ accrued liabilities)	
<b>Net-worth</b>	

*\* Details of the items included in the non-cash expenses have to be provided.*

- Note:
1. In case of Applicant being a Consortium, the above data shall be submitted for the Lead Member of Consortium and all the other members.
  2. The Sole Applicant/Consortium shall submit Audited Annual Accounts of the Lead Member of Consortium and each of the Other Members in support of the financial data
  3. The above data must be submitted for all Consortium Members or Sole Applicants the case may be duly certified by Statutory Auditor
  4. Audited Financial Statements of last three years to be submitted

SIGNATURE\_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION\_\_\_\_\_

COMPANY SEAL

COMPANY\_\_\_\_\_

DATE \_\_\_\_\_

## Annexure IV: Statement of Legal Capacity

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

Ref. Date:

To,

**The Additional Commissioner Projects**

Vijayawada Municipal Corporation,

Canal Road, Vijayawada - 520001

Andhra Pradesh.

Phone:

Email:

Dear Sir,

**Sub: Development of VIJAYAWADA CITY SQUARE in Swaraj Maidan, Vijayawada, Andhra Pradesh on Public Private Partnership Basis.**

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

We have agreed that \_\_\_\_\_ *(insert member's name)* will act as the Lead Member of 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 RFQ. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

*\*Please strike out whichever is not applicable.*

## **APPENDIX II:-FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

*(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)*

*(Refer Clause 2.2.4)*

### **POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the \_\_\_\_\_ Project proposed or being developed by the \_\_\_\_\_ (the “**Authority**”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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)

(Signature, name, designation and address)

Witnesses:

1.

[Notarized]

2.

Accepted

\_\_\_\_\_  
(Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the sole Applicant or the Lead Member in case of a Consortium as the case may be.*
- *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 Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.**
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries conforming Appostille certificate.*

### **APPENDIX III: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

*(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)*

*(Refer Clause 2.2.5.2)*

#### **POWER OF ATTORNEY**

Whereas the Vijayawada Municipal Corporation ("the Authority") has invited applications from interested parties for the Development of VIJAYAWADA CITY SQUARE at Swaraj Maidan, Vijayawada in Andhra Pradesh, India ("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 Qualification document (RFQ), Request for Proposal (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

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, and \_\_\_\_\_ 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 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"). We 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 Concession/Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the 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 till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(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 Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.**
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries conforming Appostille certificate.*

## **APPENDIX IV: JOINT BIDDING AGREEMENT**

(Refer Clause 2.2.5.6)

*On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public*

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

### **AMONGST**

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

### **AND**

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

### **AND**

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

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

### **WHEREAS,**

THE Vijayawada Municipal Corporation (VMC), represented by **The Additional Commissioner Projects** and having its principal office at VMC Office, Canal Road – 520001, Andhra Pradesh hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Qualification No. .... dated ..... (the “**RFQ**”) for pre-qualification and short-listing of bidders for Development of VIJAYAWADA CITY SQUARE (the “**Project**”) through Public Private Partnership.

- A. 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 RFQ document and other bid documents in respect of the Project, and
- B. It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

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

<sup>e</sup> The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

## 1. Definitions and Interpretations

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

## 2. Consortium

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

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 as the selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

## 4. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be the ----- Member of the Consortium
- c) Party of the Third Part shall be the ----- Member of the Consortium;  
and

## 5. The roles and responsibilities of the Members of the Consortium shall be as follows:

- a) The Party of the First Part (Lead Member) shall be responsible for:

(i)

(ii)

(iii)

- b) The Party of the Second Part shall be responsible for:

(i)

(ii)

(iii)



c) The Party of the Third Part shall be responsible for:

- (i)
- (ii)
- (iii)

## **6. 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 RFQ, RFP and the Concession Agreement, from the date of signing of the Concession Agreement until three years from the date of commencement of operations.

## **7. Shareholding in the SPV**

- a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
  - First Party:
  - Second Party:
  - Third Party:
- b. The Parties together shall be required to hold an equity shareholding of at least 51% of the paid up and subscribed equity of the Concessionaire until expiry of three years from the date of commencement of commercial operations of Phase-I of the Project. The Parties undertake that a minimum of 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the third anniversary of the date of commencement of commercial operations of Phase I of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Applicants for participation in the Bid Stage for award of the Project
- c. The Parties undertake that each of the Parties specified in Clause b above shall, at all times between commencement of commercial operations of Phase I of the Project and until the third anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the total Project cost specified in the Concession Agreement.
- d. The Parties also undertake that other members of the consortium shall hold a minimum of 10% (ten per cent) of the subscribed and paid up equity share capital of the SPV at all times till the third anniversary of the date of commencement of commercial operations of Phase I of the Project.
- e. In addition to the above, the Parties undertake that they shall collectively hold an equity shareholding of at least 100% of the paid up and subscribed equity of the Concessionaire until date of execution of the Concession Agreement and thereafter at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the third anniversary of the date of commencement of commercial operations of Phase I of the Project.

- f. The Parties agree and undertake that they shall comply with all equity lock-in requirements set forth in the RFQ, RFP and more particularly the Concession Agreement.

## **8. Representation of the Parties**

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

- a) Such Party is duly organized, 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 authorized 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 Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement

## 9. Termination

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

## 10. Miscellaneous

That in case the Project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Concessionaire and will comply with all the terms and conditions of the Concession Agreement as would be entered with the Authority.

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

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)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

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.

## **APPENDIX V: GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT**

*(Refer Clause 1.2.2)*

No. 6/4/2001-DD-II Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13<sup>th</sup> 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

## **APPENDIX VI: PROJECT INFORMATION BRIEF**

## VIJAYAWADA PROFILE

### a. Background

Vijayawada is the second largest city in the state of Andhra Pradesh located on the banks of the River Krishna. It is a historical city located at the head of the Krishna delta, 70km from the sea, bounded by the Indrakiladri Hills on the west and the Budameru River on the north. The Northern, North-Western, and South-Western parts of the city are covered by a low range of hills, while the Central, South-Western and North-western parts are covered by rich and fertile agriculture lands with three major irrigation canals. The topography of Vijayawada is flat with latitude 16°30'24" N and longitude 80°37'52" E.

It is one of the oldest commercial towns of the country originated in 1855 AD on the northern bank of the river Krishna in the form of small settlement on the eastern side of the Indrakiladri



hills. The place is also associated with several historical and unforgettable events of Indian Independence Movement.

Vijayawada is one of the major trading and business centres of the state and is **"The Business Capital of Andhra Pradesh"**. It has been recognised as a Global City of the Future by McKinsey Quarterly. The population growth has been rapidly registering almost three-fold increase in 3 decades ending 2011 with a population account of 10.48 lakhs. The city also boasts of multicultural background with strong traditional influence nurtured with legacy of the past. Patrons of art in Vijayawada left no stone unturned to preserve the heritage of the classical dance form of Kuchipudi, originated in a small village about 60 kms from Vijayawada.

### b. Connectivity

Vijayawada is well connected with most parts of the state and the country through roadways, railways and airways. It holds the distinction of being one of the major railway junctions in the state and is connected by the two National Highways - NH 16 connecting Chennai and Kolkata and NH 65. It can be said that no other city in Andhra Pradesh has such connectivity through the network of roads, rails and waterways.

**Roadways:** Vijayawada is well connected to major destinations through various national and state highways. NH 16, a part of Asian Highway 45 and Golden Quadrilateral is a major highway that passes through the city and connects Kolkata and Chennai. While, other highways such as, NH 65 links the city with Pune–Machilipatnam route and NH



221 with Jagdalpur of Chhattisgarh. Inner Ring Road connects both NH 16 and 65 and serves the main purpose of easing city traffic congestion. Canal Road, M.G. Road and Eluru Road are the major internal arterial roads of the city. It is connected to other areas of the district by district roads and the city has a total road length of 1,264.24 km. The city has the fourth largest and busiest bus terminals in India where State run APSRTC buses are operated from the terminal.

**Railways:** Vijayawada railway station is an important junction in South Central Railway zone of Indian Railways. It is situated along the Howrah-Chennai main line and Delhi-Chennai line and categorised as an A-1 station under the jurisdiction of Vijayawada railway division. It is one of the busiest station, handling more than 320 trains (both passenger and freight trains) per day next to Howrah and Mumbai.

**Airport:** Located at Gannavaram about 13 km from Vijayawada, it connects major cities such as Hyderabad, Bangalore, Coimbatore, Chennai, Delhi, Visakhapatnam, Tirupati and Kadapa. Due to an increase in air traffic from the Andhra Pradesh Capital Region, the Airports Authority of India is developing and making infrastructural changes to the airport. Its runway was extended and a new terminal was built allowing for the operation of bigger aircrafts.

#### **c. Industry:**

Agro based industrial activities are predominant in and around Vijayawada. The industrial base consists of solvent extraction plants, rice mills, oil and dal mills etc. There are two major Industrial Estates located in and around the city which are Auto Nagar Industrial Estate, located in the eastern part of the city, near Patamata, covering 340 acres and Kondapalli located about 16 Kms from the city. Other areas where industrial activities are concentrated, is on the periphery of the city, near Kanuru, with large units like solvent plants and agro industries. The presence of a Super Thermal Power Station has a bearing on the industrial development of the region.

#### **d. Education:**

Vijayawada is one of the educational centers in the state with large number of educational institutions including health universities and professional colleges.

#### **e. Tourism Potential**

Vijayawada is a major tourist destination in the state having a number of pilgrimage and historical sites. The most prominent ones being Prakasam Barrage, Kanaka Durga Temple, Bhavani Island, a 56 feet Stupa on the Gandhi Hill, a Planetarium and the Mogalrajapuram caves, which are famous in the entire south India. The other famous caves are the Undavalli caves, situated about 8 Kms from Vijayawada.

## CITY SQUARE AT SWARAJ MAIDAN IN VIJAYAWADA

### 1. SITE ANALYSIS

#### a) Site Location & Features

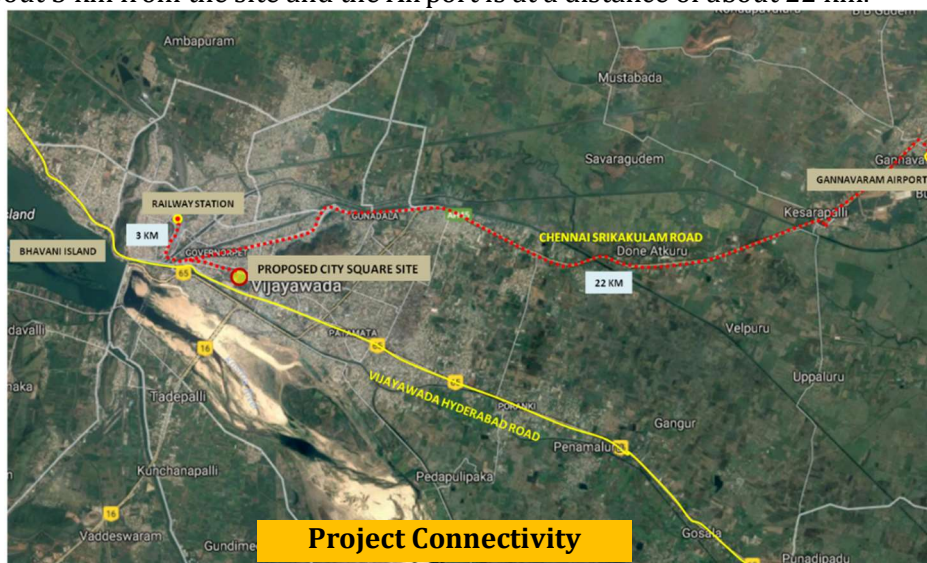
The site identified for development of City Square falls in three Sy. nos. 418,419 & 420 of Swaraj Maidan, Vijayawada. It is located in the heart of the city abutting M G Road (Bandar Road) with good connectivity to airport and railway Station. The identified site measuring 26 acres has coordinates 16°30'24.01"N Lat & 80°37'52.48"E. The Proposed



project site comprises of two land parcels (A and B) separated by 18 m road. As per Vijayawada Zonal Development Plan Proposed Land Use 2021, Land Parcel - A (20 Ac) falls under Recreational Zone/Public/Open/Green & Land parcel - B (06 Ac) falls under Commercial & Semi Public Zone. The applicant can consider development of underground commercial space in Parcel A and high rise development in Parcel B. The developer shall duly consider all applicable norms, rules, standards, acts, guidelines etc. while designing and development.

#### b) Connectivity

Site has excellent road (Bandar / MG Road of 24 m) frontage of 350 m & accessible through other collector roads of 18 m width. The nearest Railway station is Vijayawada station located at a distance of about 3 km from the site and the Airport is at a distance of about 22 km.



**c) Topography**

The proposed site identified for development is fairly plain with minor undulations and slopes from North to South.

**d) Existing Infrastructure**

- a. **Approach Road:** The proposed site is well connected by 24 mts wide M G Road (Bandar Road).



**2. Project Objectives**

The objectives of the proposed project are

- a) To make City Square Project a new Icon of Andhra Pradesh which adds one more feather in the cap of Amaravati.
- b) To develop it as a unique leisure and entertainment destination with all flairs of cultural events and trade shows
- c) To build a strong 'IMAGE OF THE PLACE'.

**3. Project Concept & Components**

The idea of promoting a City Square at this site is to create a prestigious project of the state which would create a lung space that is badly required for Vijayawada City. The major components of City Square project will emerge from potential of the site, context in Vijayawada and Andhra Pradesh as a whole. The proposed components are as follows:

**a) Block A – 20 acres (Approx.):**

**Minimum Development Obligations**

- I. **Iconic Pillar** - at the center of the park with Ashoka/Amaravati motive
- II. **Cultural Gallery** - to host various events
- III. **Exhibition Center** - for organizing various kinds of expositions, trade fairs, shows, circus etc.
- IV. **Open Space** - for Public Meetings and Congregations
- V. **Garden/greenery, Landscape** - with facilities like musical water fountain etc.
- VI. **Operations & Maintenance** - of the city square area

**Expected Development Components**

- I. Iconic Building/Tower a special attraction in the park comprising of restaurants, food courts, and other visitor amenities
- II. Underground Commercial Area including supermarkets with Parking as per the parking norms.
- III. Swimming Pool

- IV. Gaming Zone with variety of play equipment, video games, indoor games etc.
- V. Mini Indoor Stadium
- VI. Theme Park
- VII. Any other component as proposed by Applicant(s)

**b) Block B – 6 acres (Approx.)**

**Minimum Development Obligations**

- I. **Government Guest House** – comprising of minimum 50 Rooms

**Expected Development Components**

- I. **High-rise towers** for residential, commercial, 5 Star hotel government offices
- II. **Restaurants** and other amenities
- III. **Any other component as proposed by Applicant(s)**

*The developer has an option to present its own unique Concept & Design that meets the objectives defined for the project development.*

## **APPENDIX VII: PROPOSALS TO BE SUBMITTED**

“The applicant(s) is required to submit the following along with the RFQ “

- 1. Indicative concept master plan of the area duly depicting the facilities proposed as per in section 2 &3 of appendix VI.**
- 2. The approximate built-up area in square feet of the project and also the approximate breakup of built-up area of various design elements of the Project.**
- 3. The total proposed investment of the project with break-up of proposed investment in Block A - 20 acres (Approx. area) and Block B - 6 acres (Approx. area)**
- 4. A brief about the proposed development and business model for the 20 acres (Approx. area) Block A as depicted in section 1a of Appendix VI.**
- 5. A brief about the proposed development and business model for the 6 acres (Approx. area) Block B as depicted in section 1a of Appendix VI.**
- 6. A brief about the proposed operations model of the project**