



Request for Proposal

FOR

**Selection of Agency for Development of Amusement
Park in Rajiv Gandhi Park on PPP Mode**

RFP NO :- CE-102567/2020

JANUARY 2020

VIJAYAWADA MUNICIPAL CORPORATION

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DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Vijayawada Municipal Corporation (the “**Authority**”) or any department or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective bidder(s) (the “**Bidder**”) or any other person. The purpose of this RFP is to provide prospective bidder(s) with information that may be useful to them in the formulation of their Technical and Price Bids for qualification and selection of Preferred Bidder pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority and/or its consultant in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements, data and information contained in this RFP or to be furnished later, by the Authority and/or any of its consultant are, only indicative and for the sole purpose of making information available to prospective bidder(s) that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements, data and information may not be complete, accurate, adequate or correct. Each Bidder should therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFP or under any of Reports etc. referred to herein, by the Authority and/or any of its consultant] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority and/or its consultant, in this RFP or under any of reports etc. referred to herein], then the same shall not in any manner bind/make liable the Authority and/or its consultant, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

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

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

adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select and short-list Pre-Qualified Bids for Bid Stage or to appoint the Preferred Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

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

Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation / information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of Authority or to any other person in a position to influence the decision of the Authority for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Laws of the Republic of India are applicable to this RFP.

Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

1. INTRODUCTION

1.1 Background

- 1.1.1 Vijayawada is a city on the banks of the Krishna River, in the Indian state of Andhra Pradesh. It is a municipal corporation and the headquarters of Vijayawada (urban) Mandal in Krishna district of the state. Vijayawada is one of the rapidly growing urban markets of the country. The sectors that contribute to the City economy are construction, education, entertainment, food processing, hospitality, registrations, transport, etc. Based on the recommendations of the Sixth Central Pay Commission, it is classified as one of the Y-grade cities of India. The GDP of Vijayawada in 2010 was \$3 billion and is estimated to touch \$17 billion by 2025.
- 1.1.2 Vijayawada Municipal Corporation is the civic governing body of the city. It was constituted on 1st April 1888 and was upgraded to selection grade municipality in 1960 and finally to corporation in the year 1981. The jurisdictional area of the corporation is spread over an area of 61.8 km² (23.9 sq mi) with 59 wards.
- 1.1.3 Vijayawada Municipal Corporation is making further efforts at strengthening the tourism offerings and infrastructure support in the region. It is proposed to develop / add suitable opportunities / activities in a phased manner to offer variety to the tourists. Efforts are being made for improving visitor experience.
- 1.1.4 In continuation of same, the Vijayawada Municipal Corporation has decided to develop an amusement park in Rajiv Gandhi Park. The proposed **Amusement Park** will have various components for all age groups having various theme-based activities like thrill rides, Mechanical Thrill Zone for family, Children Play Area, Rides of various categories etc. along with support infrastructure.
- 1.1.5 Subsequent to the same, Vijayawada Municipal Corporation (VMC) the Nodal Agency for undertaking the Bid Process for selection of the Agency for undertaking the project (the “**Authority**”).
- 1.1.6 With reference to the same, the Authority has decided to undertake development of Project having broad components as given above along with support infrastructure incidental to the use of the proposed components at site spread over an area of about **3820 Sq mt approx.** located in Rajiv Gandhi Park, Vijayawada, Andhra Pradesh.
- 1.1.7 A Preferred Bidder shall be selected under **Quality and Cost-Based Selection (“QCBS”)** and as per the procedures described in this RFP.
- 1.1.8 The Authority proposes to develop the same on **PPP** model.

Bid Summary

S No	Key Information	Details
1.	Project Title	Development of Amusement Park in Rajiv Gandhi Park on PPP mode
2.	Location	The site is located at ~400 mts from Vijayawada Municipal Corporation office & ~22 km from the Vijayawada Airport, ~1.5 km from Vijayawada Main Bus Stand.
3.	Proposed area for development	About 3820 Sq mt approx.
4.	Authority	Vijayawada Municipal Corporation
5.	Essential Facilities	<p>The Theme / Rides as proposed by the bidder and accepted by Authority shall be provided by the Successful Bidder.</p> <p>The details of facilities to be provided in as stated is provided at Appendix XIV. Bidder are advised to go through the same in detail to understand the requirement towards development of Amusement Park.</p> <p>Selected Bidder shall be required to adhere to strict timelines for development of facilities as provided in the Appendix XIV.</p>
6.	Special Conditions	<ul style="list-style-type: none"> • The bidder will be allowed to levy ticketing charges as per market governed practices. • The land shall not be used for the purpose other than the said activities. • Provided that if the Authority is satisfied with the performance of the Concessionaire during the concession period, it may by order, extend the concession period on such terms and conditions as may be mutually agreed as per the provisions of the Act.

7.	Concession Format	Design, Build, Finance, Operate and Transfer (DBFOT)
8.	Construction Period	3 Months The above stated time line shall become applicable from the date of signing of Concession Agreement.
9.	Concession Period	5 years (including Construction Period) from the date of signing of Concession Agreement.
10.	Bid Submissions	<ul style="list-style-type: none"> Outer Envelope <ul style="list-style-type: none"> Envelope I: PQ Bid Envelope II: Technical Bid
11.	Bid Security	<p>A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 4,00,000 (Rupees Four Lakhs only).</p> <p>The Bidders will have to provide Bid Security in the form of a Bank Guarantee as per format at Appendix IV of this RFP. The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.</p> <p>An additional Demand Draft of Rs. 20,000 (Rupees Twenty Thousand only) will have to be provided towards RFP Fee, in favor of “Commissioner, VMC.” payable at Vijayawada in any nationalized banks & Rs. 3,600 (Rupees Three Thousand Six Hundred only) Payable to the Commercial tax officer.</p>

12.	Eligibility Criteria for the bidder	<p>Technical Eligibility Criteria:</p> <p>Experience in the field of Construction with completed project of Theme Park (Adventure / Amusement), during last 3 (Three) financial years (2016-17,2017-18, 2018 - 2019), as under:</p> <ul style="list-style-type: none"> • One Entertainment/ Fun zone (Adventure / Amusement) spread over a total minimum area of 1 Acre and having a cost not less than Rs. 3.00 cr. (exclusive of land cost) in a single facility. <p>Financial Eligibility Criteria:</p> <p>1) Average Annual Turnover of the Bidder of Rs. 10 Cr. (Rupees Ten Crores only) in past 3 (three) financial years (2016-17, 2017-18 and 2018-19) as per the Audited Balance Sheet.</p> <p><u>In case Bidder is a Joint Venture</u>, the Lead Member shall fulfil minimum 50% of Financial Eligibility Criteria (Average Annual Turnover) as given above.</p>
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13.	Selection Method	Quality and Cost based Selection (QCBS) (80:20)
14.	Selection Parameter	Maximum 'Combined Score' as per clause 3.4.
15.	Technical Specifications	As per applicable Bureau of Indian Standards Codes and other Indian & International Standards and practices.
16.	Construction Performance Security	The Preferred Bidder shall within 15 (Fifteen) days from the date of Letter of Award (on or before the signing of Concession Agreement) provide a Construction Performance Security of 7.5% of Concession fee quoted while concluding the concession agreement.
17.	Bid Validity	90 Days from the Bid Due Date.
18.	Signing of Concession Agreement	<p>The Preferred Bidder would be issued a Letter of Award (LoA), inviting to sign the Concession Agreement on fulfilling conditions precedent.</p> <p>Within 15 days from the date of issue of LoA, the Preferred Bidder shall sign the Concession Agreement with VMC provided that the payments including Construction Performance Security as defined earlier have been made by Preferred Bidder.</p> <p>After signing of Concession Agreement, the unencumbered possession of the Project site shall be handed over to the Concessionaire by the Authority.</p>
19.	Responsibilities of the Preferred Bidder / Concessionaire	<ul style="list-style-type: none"> i. Submit a detailed Master Plan along with detailed drawings within stipulated time. ii. Procure required clearances for commencing and implementing the Project. iii. Achieve Financial Closure for the Project including mobilizing of debt and equity. iv. Develop and implement all the common infrastructure and facilities earmarked for the Project. v. Maintain and improve the Project facilities over time to provide the desired levels of service to the users.

		vi. Fulfill all other terms & conditions set forth in bidding documents and Concession Agreement during the Concession Period.
20.	Penalty delayed for completion construction	If completion of Project construction does not occur for period of 3 months from the signing of Concession Agreement (“ Scheduled Completion Date ”) for any reasons attributable to Concessionaire, the Authority shall be entitled to recover liquidated damages from the Concessionaire at the rate of 0.05% per week on the quoted concession amount
21.	Institutional Structure for Implementation	Special Purpose Company (SPC) under the Companies Act, 2013.
22.	Concession Fee	<p>Payment of concession fee to the Authority will start from 91st day i.e, from 4th month on quarterly basis even if it is under operational or not.</p> <p>Note:- If construction is not completed as per the period mentioned above, the selected concessioner has to pay the penalty amount mentioned in point no 20, in addition to the concession fee from 91st day.</p>

1.1.9 In order to identify and select an entity for award of the Project, the Authority intends to carry out a single-stage competitive & integrated bidding process comprising of two envelopes containing Pre-Qualification, Technical Bid a Price Bid (as described in **clause 2.15**), (hereinafter collectively referred to as “**Bid**”). The evaluation of the Bids would be carried out in three (3) mutually distinct and sequential stages.

- The first stage would be the Pre-Qualification stage which would involve a test for responsiveness based on qualification criteria set forth herein. In this stage, the information provided by the Bidders on their technical capacity and financial capacity for undertaking the Project would be evaluated. Based on this stage, only those Bids that meet the technical capacity and financial capacity and include the necessary fee/deposits as set out in this RFP for the Project would be shortlisted / qualified and their Technical Bids would be evaluated.
- Technical proposal, as submitted by Bidders, would be evaluated (as per clause 3.1) at this stage.
- Price Bid of **Bidders** shortlisted after technical evaluation would be opened for identification and selection of the Bidder. The financial scores of the Price Bids will be computed as indicated in the clause 3. Proposals will be ranked as per QCBS according to their combined technical and financial scores using weightage ratio of **80:20 (weight given to the**

Technical Proposal = 80%; weight given to the Price Bid = 20%) as indicated in the clause 3. The Bidder achieving the highest combined score (technical and financial score) shall be the Bidder to whom the Project, subject to the terms of this RFP, be awarded (the “**Preferred Bidder**”).

- 1.1.10 The Preferred Bidder (the “**Concessionaire**”) shall be responsible for undertaking design, engineering, procurement, construction and O&M of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the “**Concession Agreement**”) to be entered between the Concessionaire & VMC. The Concessionaire shall also be responsible for Operation and Maintenance of the Project facilities during the complete Concession Period.
- 1.1.11 The scope of work will broadly include designing, engineering, procurement and construction of **Amusement Park** with allied facilities like support infrastructure etc.; and maintenance of the Project during the entire Concession Period of 5 years including Construction Period (3 months) as more particularly set out in terms of the Concession Agreement, till the expiry of Concession Period. **Provided that if the Authority is satisfied with the performance of the Concessionaire during the concession period, it may by order, extend the concession period on such terms and conditions as may be mutually agreed as per the provisions of the Act.**
- 1.1.12 Deleted
- 1.1.13 The Concession Agreement sets forth the detailed terms and conditions for award of the Project to the Concessionaire including the scope of the Concessionaire’s services and obligations.
- 1.1.14 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.15 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to

time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

- 121 The Authority has adopted a single-stage two-envelope system (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The pre-qualification stage (the “**PQ Stage**”) of the Bidding Process involves pre-qualification (the “**PQ**”) of prospective bidder(s) in accordance with the provisions of this RFP (the “**Bidders**”) which expression shall, unless repugnant to the context, include the members of the Bidder bidding as joint venture of entities. At the end of this stage, the Authority shall shortlist Bidders fulfilling the qualification criteria; who shall be eligible for evaluation of their technical bids. After detailed evaluation of Technical Bids, as per marking system, VMC shall shortlist bidders. Such shortlisted bidders shall be eligible for evaluation of their Price Bids at the Price Bid stage of the Bidding Process (the “**Price Bid Stage**”) comprising the opening and evaluation of price Bid (the “**Price Bid**”) as per clause 3 on QCBS basis.

[GOI has issued guidelines (see Appendix XII of RFP) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to Bid, and should give an undertaking to this effect]

- 122 Deleted

- 123 The RFP document can be downloaded from <http://www.ourvmc.org/engg/gentenders.asp>

The Bid shall be valid for a period of 90 days from the Bid Due Date as specified in Clause 1.1.15 for submission of Bids. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

- 124 A Bidder is required to deposit, along with its Bid, a bid security equivalent to **Rs. 4,00,000 (Rupees Four Lakhs only)** (the “**Bid Security**”), in form of a bank guarantee issued by a nationalized bank in India in favor of the Authority in the format at **Appendix IV** of this RFP; having validity period of not be less than 180 (one hundred and eighty) days from the Bid Due Date,

- inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security of the Bidders shall be refundable not later than 60 days from the signing of Concession Agreement.
- 125 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the implementation of the Project.
- 126 Bids will be invited for the Project based on the “**Technical Bid**” and “**Price Bid**”. The total time allowed for completion of construction under the Concession Agreement (the “**Construction Period**”) and the O&M period (the “**Operations period**”) shall be pre-determined.
- 127 Generally, the **Preferred Bidder** shall be the “**Highest Bidder**” (H1). The remaining Bidders shall be kept in reserve in accordance with the process specified in this RFP. The Second Highest Bidder (H2) may be invited to match the Bid submitted by the Highest Bidder (H1) in case such Highest Bidder withdraws or is not selected / considered for any reason. If none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 128 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 129 Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to the officer designated in Clause 2.15.4 below. The envelopes / communications shall clearly bear the following identification / title:

"Queries / Request for Additional Information: RFP for Development of Amusement Park in Rajiv Gandhi Park on PPP Mode" to engineeringvmc@gmail.com & pmuvmc@gmail.com

Contact number – 9866514141, 9866897639

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sr. No.	Event Description	Date
1.	Availability of Bid Documents at Website	30th Jan 2020
2.	Pre-Bid meeting	06th Feb 2020 At 11:00 Hrs IST
3.	Due Date – Technical and Financial Bid	13th Feb 2020 At 15:30 Hrs IST
4.	Opening of Bid for PQ and Technical evaluation	13th Feb 2020 At 16:00 Hrs IST
5.	Presentation by the Qualified Bidders	To be intimated later
6.	Opening of Price Bid	To be intimated later

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1 Scope of Bid

- 211 The Authority wishes to receive Bids in order to select experienced and capable Bidders for the Project. The Technical Bids will be opened after completing the evaluation of Pre-Qualification Bids. The Technical Bids of only those bidders who pass the PQ Stage will be opened. The Price Bids for Technically shortlisted Bidders shall be subsequently evaluated as per QCBS to select the **Highest Bidder**.

2.2 Eligibility of Bidders

- 221 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:
- (a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both, a single entity and a Joint Venture.
 - (b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into a joint bidding agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.2.1.
 - (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:
 - (i) the Bidder, its member or Associates (or any constituent thereof) and any other Bidder, 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 a Bidder, its member or

an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956 / relevant section of Companies Act, 2013. For the purposes of this clause 2.2.1 (c), 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% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

- (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:

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

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

2.3 Pre-Qualification Criteria & Proposal

- 23.1 To be eligible for pre-qualification and short-listing for evaluation of Technical and Price Bid, a Bidder shall fulfill the following conditions of eligibility:

(A) Technical Eligibility Criteria:

Experience in the field of **Entertainment / Fun Zone (Adventure / Amusement)**, during last 3 (three) financial years (2016-17, 2017-18 and 2018-2019), as under:

- One **Entertainment/ Fun Zone (Adventure / Amusement)** spread over a total minimum area of **1 Acre** and having a cost of not less than **Rs. 3.00 cr.** (exclusive of land cost) in a single facility.

Corresponding Work Order, Completion Certificate and pictures of qualifying project(s) should be submitted.

(B) Financial Eligibility Criteria:

1. **Average Annual Turnover** of the Bidder of **Rs. 10 Crs.** (Rupees Ten Crores only) in past 3 (three) financial years (2016-17, 2017-18 and 2018-19) as per the Audited Balance Sheet.

CA certified certificate to be submitted

In case Bidder is a Joint Venture, the Lead Member shall fulfil minimum 50% of **Financial Eligibility Criteria** (Average Annual Turnover).

- 232 In case of a Joint Venture the Technical Experience of all the members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member of such Joint Venture shall be required to meet at least 50% of Financial Capacity required as per clause 2.3.1 (B). For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria.
- 233 The Bidders shall enclose with its PQ Bid, to be submitted as per the format at **Appendix I**, complete with its **Annexure**, the following:
 - (i) Corresponding Work Order, Completion Certificate and pictures of qualifying project(s) and
 - (ii) Certificate(s) from its statutory auditors specifying the
 - **Average Annual Turnover** of the Bidder for the past 3 (three) financial years (2016-2017, 2017-2018 and 2018-2019) as per the Audited Balance Sheet, and
- 234 The Bidder should submit a Power of Attorney as per the format at **Appendix- II**, authorizing the signatory of the Bid to commit the Bidder. In case of a Joint Venture, the members should submit a Power of Attorney in favor of the Lead Member as per format at **Appendix-III**.
- 235 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:
 - i.) Number of members ("**Member**") in a joint venture shall not exceed **2 (two)**.
 - ii.) Subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the joint venture;

- iii.) Members of the Joint Venture shall nominate one member as the lead member (the “**Lead Member**”). Lead Member shall meet at least 50% requirement of Financial Capacity required as per clause 2.3.1 (B) hereof. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix III**, signed by all the other members of the Joint Venture;
 - iv.) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and other obligations;
 - v.) an individual Bidder cannot at the same time be member of a Joint Venture applying for pre-qualification. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for qualification;
 - vi.) members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at **Appendix V** (the “**Jt. Bidding Agreement**”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) convey the commitment(s) of the Lead Member in accordance with this RFP, in case the contract to undertake the Project is awarded to the Joint Venture;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the approximate share of work to be undertaken by each member of such Joint Venture;
 - (iv) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the completion of the Project including obligations during the Operations Period is achieved in accordance with the Concession Agreement;
 - (v) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement.
- 23.6 Any entity which has been barred by the Central / State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Joint Venture.
- 23.7 The Bidder including individual or any of its Joint Venture Members should, in the last 3 (three) years, 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 Bidder including individual or any of its Joint Venture Members, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder including individual or any of its

Joint Venture Members.

- (i) Bidder including any Member may provide details of all their on-going projects along with stage of litigation, if so, against the Authority / Governments.
- (ii) The Bidder including any member may also provide details of on-going process of blacklisting if so, under any contract with Authority / Government.
- (iii) The Authority reserves the right to reject an otherwise eligible bidder based on the information provided under clause 2.2. The decision of the Authority in this case shall be final.

23.8 The Technical and Financial capacity of the Bidder shall be computed under clauses 2.3.1 (A), 2.3.1 (B) and 3.2.

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

- (a) Bidders should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information;
- (b) Information supplied by a Bidder (or other constituent members if the Bidder is a Joint Venture) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at qualification;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1
- (d) in case the Bidder is a Joint Venture, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.4 Technical Proposal

2.4.1 The Technical Proposal, submitted as part of the Bid, would be a conceptual master plan of various activities the Bidders would be proposing to undertake the aforesaid assignment of developing Amusement Park in Rajiv Gandhi Park on PPP Mode. Information to be furnished in the Technical Proposal would include the following:

- a) **Conceptual Master Plan of the Project area:** It is the intention of VMC to develop an **Amusement Park** along with the **Rides / Games** and support facilities incidental to the use of the Project in the Project area to cater to the demand of the Tourist / visitors amongst foreign and domestic tourists along with the local

population. Keeping this objective in view, a Project Plan with an optimized disposition of project facilities / products is recommended. The Project Plan would involve all activities for development of the Project in an integrated manner. A total of 3 of land in Rajiv Gandhi Park is to be planned as per the requirement mentioned in this RFP. **Bidders are also advised to give emphasis on Innovative and Technology driven solutions / themes / rides / activity areas and clearly mark in their proposal such details.**

- b) **Product Term Sheet specifying complete product specifications**
- c) **Architectural Drawings, Preliminary Design and layout drawings with item wise Bill of Quantities (BOQ) and product specification. The details as stated must be as elaborate as possible.**
- d) **Implementation Plan of the Project**
- e) **Quality & Experience of Project team**

The plans / area proposed for the Project shall be in total conformity with Town Planning norms, Local / Applicable Building Bye-Laws, Rules and Regulations and other relevant guidelines.

2.4.2 The Bidder would be required to make a presentation at the time of Technical Evaluation and shall be evaluated as per Clause 3.

2.5 Payment to be made by the Preferred Bidder / Concessionaire

2.5.1 The Preferred Bidder would be required to make payments in terms hereof and more particularly the letter of award to be issued by the Authority in terms hereof with regard to award of the Project to Preferred Bidder:

Concession amount quoted to be paid on quarterly basis and shall be escalated by 33 1/3 % for every 3 (three) years. Taxes as applicable (including GST) shall also be payable by the Preferred Bidder.

2.6 Change in composition of the Joint Venture and Ownership

26.1 Change in the composition of a Joint Venture will not be permitted by the Authority during the Bidding Process or thereafter during the term of the Concession Agreement; provided however that the Authority may in its sole discretion under exceptional circumstances decide to allow change in composition of the Joint Venture.

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

26.3 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Joint Venture Member or an

Associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Preferred Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to the completion of Construction Period in respect of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security and/or retention money, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.7 Number of Bids and costs thereof

- 2.7.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Joint Venture shall not be entitled to submit another Bid either individually or as a member of any Joint Venture, as the case may be.
- 2.7.2 The Bidders shall be responsible for all the costs associated with the preparation of their Bids 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.

2.8 Site and verification of information

- 2.8.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 2.8.2 It shall be deemed that by submitting the Bid, the Bidder has:
- i. made a complete and careful examination of the Bidding Documents;
 - ii. received all relevant information requested from the Authority;

- iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.8.1 above;
 - iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in clause 2.8.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
 - vi. acknowledged that it does not have a Conflict of Interest; and
 - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.8.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 Right to accept or reject any or all Bids

- 2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. If the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.9.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the

Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

- 293 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Operations Period, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into the Concession Agreement, and if the Bidder 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 RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.
- 294 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.10 Contents of the RFP

- 2101 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 1.2.3 and Clause 2.12.

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Criteria for Evaluation of Bids
Section 4. Fraud & Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

- I. Letter comprising the application for Bid
Annex– I Details of Bidder
Annex – II Construction Experience of the Bidder
Annex – III Financial Summary of the Bidder
Annex – IV Statement of Legal Capacity

- II Power of Attorney for signing of Bid
- III Power of Attorney for Lead Member of Joint Venture
- IV Bank Guarantee for Bid Security
- V Joint Bidding Agreement for Joint Venture
- VI Conceptual / Broad Master plan of Project components in the area admeasuring about **3820 Sq mt approx.**
- VII Term Sheet of Project components
- VIII Implementation Schedule of Project components
- IX Operation & Maintenance Plan of Project components
- X Environmental Management Plan of Project components
- XI Price Bid Format
- XII Guidelines of the Department of Disinvestment
- XIII Brief Project Profile
- XIV Scope of Work

2102 The Draft Concession Agreement will be provided by the Authority before bid due date.

2.11 Clarifications

2111 Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail in accordance with Clause 1.2.9. They should send in their queries before the Pre-bid meeting date specified in the Schedule of Bidding Process contained in Clause 1.3.

2112 The Authority shall endeavor to respond for the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2113 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority. Any modifications / addenda / corrigenda issued by the Authority, from time to time, shall be uploaded on the website <http://www.ourvmc.org/engg/gentenders.asp> Bidders are requested to regularly check the website for all the updates.

2.12 Amendment of RFP

2121 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested

by a Bidder, modify the RFP by the issuance of Addenda.

2122 Any Addendum thus issued would be uploaded on the respective website(s). Bidders are requested to check the website from time to time.

2123 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

B. PREPARATION AND SUBMISSION OF BID

2.13 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.14 Format and signing of Bid

214.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

214.2 The Bidder shall prepare the PQ and Technical Bid (together with originals, copies of documents and a Pen Drive of the same) and submit the same as defined in Clause 2.15 below. In the event of any discrepancy between the original and the copies, the original shall prevail.

214.3 The Bid and its copies shall be typed or written in indelible ink and signed by the Authorized Signatory of the Bidder who shall also initial each page in ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be properly bound. The Bid submitted in loose format shall be summarily rejected.

2.15 Sealing and Marking of Bids

215.1 The Bidder shall submit the Bid consisting of 2 (two) envelopes as under and seal it in one single outer envelope.

- Envelope 1: PQ Bid (ORIGINAL & COPY clearly marked accordingly) in hard copy and one Pen Drive containing the soft copy of the same
- Envelope 2: Technical Bid (ORIGINAL & COPY clearly marked accordingly) in hard copy and one Pen Drive containing the soft copy of the same
- Envelope 3: PRICE BID (as per the format provided in **Appendix XI**).

2152 **Envelope 1** shall contain original and copy of the PQ Bid comprising following documents respectively:

- a. A Demand Draft of **Rs. 20,000** (Rupees Twenty Thousand only) will have to be provided towards RFP Fee, in favor of “Commissioner, VMC.” payable at Vijayawada in any nationalized banks & **Rs. 3,600** (Rupees Three Thousand Six Hundred only) Payable to the Commercial tax officer.
- b. Bid in the prescribed format (**Appendix-I**) along with Annexures and supporting documents;
- c. Power of Attorney for signing the Bid as per the format at **Appendix-II**;
- d. If applicable, the Power of Attorney for Lead Member of Joint venture as per the format at **Appendix-III**;
- e. Copy of the Jt. Bidding Agreement, in case of a Joint Venture, substantially in the format at **Appendix-V**;
- f. Copy of Memorandum and Articles of Association, if the Bidder / Joint Venture member is a body corporate, and if a partnership then a copy of its partnership deed;
- g. Copies of Bidder’s / each Joint Venture member’s duly audited balance sheet and profit and loss account for the preceding three financial years immediately before the Bid Due Date; and
- h. any other sector or project-specific requirement that may be specified by the Authority.
- i. Bid Security in the form of as provide in this RFP;
- j. A copy of the Bidding Document with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove

2153 **Envelope 2** shall contain original and copy of the Technical Proposal comprising following documents respectively:

- (i) Conceptual / Broad Master Plan of the Project components in the area admeasuring about 3820 Sq mt approx. **(Appendix VI)**;
- (ii) Term Sheet of the Project components **(Appendix VII)**: Architectural Drawings, Preliminary Design and layout drawings with and product specification. The details as stated must be as elaborate as possible;
- (iii) Implementation Schedule of Project components **(Appendix VIII)**
- (iv) Operation & Maintenance Plan of Project components **(Appendix IX)**
- (v) Environmental Management Plan of Project components **(Appendix X)**
- (vi) Project team details

2154 Envelope 3 shall contain the Price Bid as per format given in RFP

Each of the envelopes shall clearly bear the following identification:

“RFP Bid: Development of Amusement Park in Rajiv Gandhi Park on PPP mode”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.

2155 Each of the envelopes shall be addressed to:

The Commissioner,
Vijayawada Municipal Corporation,
Canal Roads,
Jawaharlal Nehru Buildings,
Vijayawada, Andhra Pradesh - 520001

2156 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2157 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.16 Bid Due Date

2161 Bids should be submitted before 15:30 hours IST on the respective Bid Due Dates, at the address provided in clause 2.15.5.

2162 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.12 uniformly for all Bidders.

2.17 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.18 Modifications / substitution / withdrawal of Bids

- 2181 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2182 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2183 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

C. EVALUATION PROCESS

2.19 Opening and Evaluation of Bids

- 2191 The Authority shall open the Bids (Technical Bid) at 17:00 hours IST on the **Technical Bid Due Date**, at the place specified in Clause 2.15.5 and in the presence of the Bidders who choose to attend.
- 2192 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.
- 2193 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2194 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders 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.
- 2195 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2196 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

- 2197 If any information furnished by the Bidder 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 eligible score in respect of the Bidder.
- 2198 If a Bidder 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 eligible score. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.9.2 and 2.9.3.
- 2199 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.20 Confidentiality

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

2.21 Tests of responsiveness

- 2.21.1 Prior to evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A PQ and Technical Bid shall be considered responsive only if:
- (a) it is received as per formats provided.
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.16;
 - (c) it is signed, sealed, bound together, and marked as stipulated in Clauses 2.13, 2.14 and 2.15;
 - (d) it is accompanied by the Power of Attorney as specified in Clause 2.3.4, and in the case of a Joint Venture, the Power of Attorney as

specified in clause 2.3.5 (c);

- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it contains certificates from its statutory auditors^{\$} in the formats specified at Appendix-I of the RFP for each Eligible Project;
- (h) Bank Guarantee for Bid Security as per Clause 2.28 and format given in **Appendix IV**.
- (i) Demand Draft drawn in favor of 'The Commissioner, Municipal Corporation, Vijayawada ' payable at Vijayawada towards RFP Fee of **Rs. 20,000** (Rupees Twenty Thousand Only) & **Rs. 3,600** (Rupees Three Thousand Six Hundred only) Payable to the Commercial tax officer.
- (j) it is accompanied by the Jt. Bidding Agreement (for Joint Venture), specific to the Project, as stipulated in clause 2.3.5;
- (k) it does not contain any condition or qualification; and
- (l) it is not non-responsive in terms hereof.

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

2.22 Clarifications

- (i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If a Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.21.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP

D. QUALIFICATION AND BIDDING

2.23 Notification

After the evaluation of PQ and Technical Bids, the Authority would announce a list of Bidders who will be eligible for participation in the evaluation of their Price Bid. The Authority will not entertain any query or clarification from Bidder who could not be pre-qualified.

2.24 Opening of Price Bids

Price Bids for only those Bidders who are pre-qualified after evaluation of their technical Bids in terms hereof shall be opened by the Authority.

2.25 Proprietary data

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

2.26 Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.27 Other conditions

2.27.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a Lead Member of a Joint Venture shall not be entitled to submit another Bid either individually or as a member of any Joint Venture, as the case may be.

2.27.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.27.3 The Bidding Documents including in this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential

and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

2.27.4 A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Preferred Bidder or Concessionaire after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security and/or retention money, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Preferred Bidder or Concessionaire for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of expiry of Construction Period in respect of the Project.

2.27.5 This RFP is not transferable.

2.27.6 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents

E. BID SECURITY

2.28 Bid Security

2.28.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in clause 1.2.4 hereinabove in the form of an irrevocable and unconditional bank guarantee issued by a Nationalized Bank in India (list enclosed at **Appendix IV**), in favor of the Authority in the format at **Appendix IV** (the “**Bank Guarantee**”) and having a validity period of not less than 180 days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required.

2.28.2 Deleted

2.28.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.28.4 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on signing of the Concession Agreement with the Preferred Bidder or when the Bidding Process is cancelled by the Authority.

2.28.5 The Preferred Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the performance security in accordance with the provisions thereof.

2.28.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.28.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.28.7 The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and /or under the Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidders (s) and the Authority;
- d) In the case of Preferred Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the performance security within the period prescribed thereof in the Concession Agreement;
- e) In case the Preferred Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the performance security.

3. CRITERIA FOR EVALUATION OF BIDS

3.1 Evaluation parameters for Qualification Stage

- 3.1.1 Only those Bidders who meet the technical eligibility criteria specified in Clause 2.3.1 above shall qualify for evaluation of their Price Bids. Bids of Bidders / Joint Venture who do not meet these criteria shall be rejected.

3.2 Evaluation and Marking of Technical Bid

- 3.2.1 The technical plan submitted by the Bidder would be evaluated to achieve a comprehensive understanding about the capacity of the bidder to undertake the Project. The evaluation criteria with their weightages for evaluating technical proposal are as follows:

S. No.	Criteria / Range	Marks
1	Average Annual Turnover in past three years (X)	
	$X \geq$ Rs. 15 cr.	20.0
	Rs. 15 cr. $> X \geq$ Rs. 10 cr.	17.5
	Rs. 10 cr. $> X \geq$ Rs. 5 cr.	15.0
2	Net Worth (Y)	
	$Y \geq$ Rs. 15 cr.	10.0
	Rs. 15 cr. $> Y \geq$ Rs. 10 cr.	7.5
	Rs. 10 cr. $> Y \geq$ Rs. 5 cr.	5.0
3	Similar Nature of Work - in single or more parks (Z)	
	$Z \geq$ 2.5 acres	20.0
	2.5 acres $> Z \geq$ 1 acres	12.5
	1 acres $> Z \geq$ 0.5 acres	10.0
4	Similar Nature of operating since	
	> 3 years	15.0
	> 3 years – 1 years	10.0
	Up to 1 year	7.5
5	<p>***Presentation for proposed developmental plan of Amusement Park with details of proposed rides, activities, infrastructure, sensitive and ideal use of land, including the following but not limited to Technological Interventions & Innovativeness</p> <p>Marking System: Max. Marks = 35</p> <p>Overall Concept including Conceptual Master Plan, and Details: max. 15 marks</p> <p>Extensive use of Technology : max. 10 marks</p> <p>Innovative Features proposed in Project: max. 10</p>	35.0

S. No.	Criteria / Range	Marks
	marks	

Marking will be only given to the Eligible Projects that fulfill the criteria as given under Clause 2.3.1 (A).

*****The Bidder would be required to make a presentation at the time of Technical Evaluation.** This presentation will be evaluated by the Technical Committee (TC) constituted by the Authority for the evaluation of Presentation. Venue and time of the presentation will be informed to the Bidders qualified at the PQ stage.

The Bidders shall then be ranked based on their Total Technical Score (St). The Authority expects to short-list Bidders, ranked after technical bid evaluation in terms hereof, for participation in the evaluation of their Price Bids. Such bidders shall be called as “**Technically Eligible Bidders**” and such Technically Eligible Bidders shall only be eligible for Price Bid stage.

3.3 Price Bid Stage

3.3.1 In the Price Bid Stage, Price Bids would be opened only for those Bidders who have been shortlisted in the stage as per Clause 3.2.

3.3.2 Price Bid is required to be submitted as per the format at **Appendix XI**.

3.3.3 The Price Bids will be evaluated for the Project on the basis of Financial Score (Sf), as defined below.

The Financial Score shall be calculated based on Financial Bid as quoted by the bidder.

3.3.4 Calculation of Financial Score (Sf): The Financial Scores of the Price Bids will be computed as indicated below:

- **Financial Score of the Upfront amount quoted, $Sf = 100 \times Fm/F$**

Where,

Fm – Highest Total Annual Premium as quoted among the technically shortlisted Bidders;

F - Total Annual Premium as demanded by the Price Bid under consideration;

Sf - Financial Score of the Bidder under consideration based on the Upfront Amount quoted (*marks out of 100*);

3.4 Final Marking under QCBS:

- 3.4.1 After the Financial score for all the shortlisted Bidders are computed, technically shortlisted Bidders shall be ranked as per QCBS process as described herein. The final QCBS score shall be computed based on the combined technical and financial scores with a weightage ratio of 80:20 (weightage given to the Technical Proposal = 80%; weightage given to the Price Bid = 20%) as indicated in the table below.

S.No	Description	Weightage	Score
1	Total Technical Score (St) of the Technical Evaluation Stage as per clause 3.5	80% (i.e. $St \times 0.8$)	
2	Total Financial Score (Sf) of the Price Bid Stage as per clause 3.6	20% (i.e. $Sf \times 0.2$)	
3	Combined Score (Score out of 100)	100%	

In the first stage, the Technical Proposal will be evaluated based on Applicant's experience, its understanding of TOR, experiences. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (sT).

Over all team composition to score a minimum of 70 marks except as provided herein. A Proposal shall be rejected if the team scores less than 70 marks.

3.5 Selection of the Preferred Bidder:

- 3.5.1 The Bidder achieving the **Highest Combined Score** shall be the Bidder to whom the Project, subject to the terms of this RFP, be awarded (the '**Preferred Bidder**' or '**Highest Bidder**').
- 3.5.2 In the event two or more Bidders obtain equal Combined Score (the "Tie Bidders"), VMC may ask the said Tie Bidders to furnish their respective Revised Price Bid (within the timeframe intimated by the Authority) such that revised **Total Annual Premium** shall not be less than the initial Total Annual Premium quoted by the Bidder.
- 3.5.3 Subject to the provisions of clause 2.7.1, the Bidder whose Bid is adjudged as responsive in terms of clause 2.21 and who achieves the highest Combined Score shall be declared as the **Preferred Bidder**. If the Authority rejects all Bids

or annuls the Bidding Process, as the case may be, for whatsoever reason, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder

- 3.5.4 Generally, the Preferred Bidder shall be the Highest Bidder (H1). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in this RFP, the second Highest Bidder (H2) be invited to match the Bid submitted by the Highest Bidder (H1) in case such Highest Bidder withdraws or is not selected / considered for any reason. If none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 3.5.5 After selection, a letter of award (the “**LOA**”), shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Bidder is not received within the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Preferred Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.5.6 After acknowledgement of the LOA by the Preferred Bidder as above, the Preferred Bidder shall be required to : (i) comply with and fulfill the terms of the LOA; and (ii) execute the Concession Agreement with the Authority within the prescribed period. The Preferred Bidder shall not be required to seek any deviation, modification or amendment in the Concession Agreement.
- 3.5.7 After signing of Concession Agreement, the unencumbered possession of the Project site shall be handed over to the Concessionaire by the Authority.
- 3.5.8 The Bid Security of all the unsuccessful Bidders shall be returned upon execution of the Concession Agreement with the Preferred Bidder.
- 3.5.9 The Bid Security of the Bidders shall be extended beyond the original validity period in case the signing of Concession Agreement is delayed due to any reason. Such extension is however be as mutually agreed.
- 3.5.10 The Bid Security of the Preferred Bidder shall be returned upon signing of the Concession Agreement.

3.6 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives are advised to refrain from contacting by any means, the Authority

and/or their employees / representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 41 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determined that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or Concession Agreement, or otherwise.
- 42 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 43 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the 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 the Clause 2.27.4 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, 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;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at **The Vijayawada Municipal Corporation office, Canal Road, Jawaharlal Nehru Buildings, Vijayawada, Andhra Pradesh – 520001** on the designated date and time. A maximum of two representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
- 5.2 During Pre-Bid Conferences, the Bidders 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.
- 5.3 The Bidder is advised, as far as possible, to submit the queries in writing or email and the same should be sent to the Authority on or before the date of Pre-bid as specified in schedule of bidding process in Clause 1.3 of this RFP.

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** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) Concession Agreement
 - (b) LoA
 - (c) the Bidding Documents including any Addenda and / or corrigenda thereof
 - (d) the RFP.

6.5 **Penalty in the form of Liquidated Damages for delayed completion**

Time shall be the essence of this Agreement. The Concessionaire shall be liable to pay penalty to the Authority for any delay in Completion of Project construction as provided hereunder;

- i. **Penalty payable by the Concessionaire for delay in completion of Project construction:** In the event that completion of Project construction does not occur on or before the Scheduled Completion Date of Construction Period for any reason other than Force Majeure or reasons solely attributable to the Authority, as certified by the Independent Engineer/Consultant as the case may be, and subject to any provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, the Authority shall be entitled to recover liquidated damages from the Concessionaire at the rate of **Rs. 0.05% per week** on the concession amount quoted by the bidder.
- ii. The Concessionaire shall pay due amount as liquidated damages to Authority within 30 (thirty) days of a notice being received by it from Authority, failing which Authority shall be entitled to recover the amount from the Construction Performance Security or from any other sums of the Concessionaire available with Authority.
- iii. It is further clarified that in case completion of Project construction is not achieved on or before Scheduled Completion Date of Construction Period, the Concessionaire shall be required to pay the Annual Premium with effect from Scheduled Completion Date of Construction Period.

APPENDIX

APPENDIX I: Letter comprising the application for bid

Dated:

To,

The Commissioner,
Vijayawada Municipal Corporation,
Canal Road, Jawaharlal Nehru Building,
Vijayawada, Andhra Pradesh - 520001

Sub: Application for Bid for Development of Amusement Zone in Rajiv Gandhi Park on PPP Mode

Dear Sir,

1. With reference to your RFP document dated **.**.**** I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the designing, engineering, procurement and construction of the aforesaid Project along with Operation and Maintenance of the Project during the Concession Period.
4. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
- (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFP 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 clause 4 of the RFP 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 of the RFP, 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) the undertakings given by us along with the application in response to the RFP for the Project and information mentioned for the evaluation of the Bid were true and correct as on the date of making the application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I/We believe that we satisfy(s) the Pre-Qualification criteria as per the Clauses 2.2 and 2.3 and meet(s) the requirements as specified in the RFP document.
10. I/We declare that we/any Member of the Joint Venture or our/Joint Venture Member, are not a Member of any other Joint Venture submitting a Bid for the Project
11. I/We certify that in regard to matters other than security and integrity of the

country, we/any Member of the Joint Venture or any of our/their Joint venture Member 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 regarding matters relating to security and integrity of the country, we/any Member of the Joint Venture or any of our/their Joint Venture Member 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 Joint Venture or against our CEO / MD or any of our directors /managers /employees.
14. 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.
15. I/We acknowledge and agree that in the event of a change in control of any member of Joint Venture whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Joint Venture or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
16. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
17. In the event of my/our being declared as the Preferred Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have studied all the Bidding Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in

- the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
19. I/We offer a Bid Security of **Rs. 4,00,000 (Rupees Four Lakhs only)** to the Authority in accordance with the RFP Document.
 20. The Bid Security in the form of a Bank Guarantee is attached.
 21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.
 22. The Price Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
 23. In the event of our Bid being accepted, we agree to enter into a formal Concession Agreement with VMC, by incorporating a Special Purpose Company for exclusive implementation, incorporating the conditions of the Bid including the Draft Concession Agreement thereto annexed and written acceptance thereof.
 24. I/We agree that if we fail to fulfil any of the conditions mentioned at para 21 and 22 above, VMC has the right to forfeit the Bid Security being furnished by us along with this Bid.
 25. I/We agree, if our Bid is accepted, if completion of Project construction does not occur on or before the Scheduled Completion Date of Construction Period for any reason attributable to us, the Authority shall be entitled to recover liquidated damages from us at the rate of 0.05% per week on the concession amount quoted by the bidder.
 26. I/We shall keep this offer valid for 90 (ninety) days from the Bid Due Date specified in the RFP.
 27. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
 28. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001- DD-II dated 13.7.01, a copy of which forms part of the RFP at **Appendix XII** thereof.

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

Yours faithfully,

Date:

(Signature, Name and Designation of
the Authorized signatory)

Place:

Name and seal of Bidder

ANNEX-I to APPENDIX I: Details of Bidder

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 / Fax Number:
 - (f) E-Mail Address:
4. Details of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Joint Venture:
 - (a) The information above (1-4) should be provided for all the members of the Joint Venture.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.3 should be attached to the Bid.
 - (c) Information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role* {Refer Clause 2.3}	Share of work in the Project {Refer Clauses 2.3}
1.			
2.			

** The role of each member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.*

- (d) The following information shall also be provided for each member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

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

- (e) The updated following information for the Bidder and each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

No.	Criteria	1st Last Year	2nd Last Year	3rd Last Year
1.	If Bidder(s) has/have either 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 Bidder or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.			
2.	Updated details of stage of litigation, if so, against the Authority/Governments on all the on-going projects of the Bidder.			
3.	Updated details of on-going process of blacklisting if so, under any contract with Authority/Government on the Bidder.			

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

ANNEX-II to APPENDIX I: Construction Experience of the bidder

S. No.	Name of Project	Name Client/Owner	Location	Type of Construction : Theme Park/ Fun Zone	Project Cost Rs. in Crore)	Total Site Area Details (In sq. m.)	Total Built Up Area Details (In sq. m.)	Completion Date
1								
2								
3								

Signature_____

Name_____

Designation_____

Company_____

Date _____

Notes:

1. The claimed experience shall be supported by documentary evidence i.e. completion certificates, commissioning certificates, etc., duly attested by Architect.
2. If the Bidder is claiming experience of DBFOT/Own Project Promotion and Development Experience, then it should provide certificates from its CA/Statutory Auditor and Architect in the format given hereunder:

.....
.....
Signature, Name and Designation of
Authorized Signatory

For and on behalf of

.....
(Name of the Bidder)

.....
.....
Name of the Statutory Auditor's firm

Seal of the audit firm:

.....
.....
.....

(Signature, Name and Designation and
Membership No. of Authorized Signatory)

ANNEX-III to APPENDIX I: Financial Summary of the Bidder

Sr. No.	Description	Financial Data for latest Last 3 Years (Indian Rupees)		
		2016 – 2017	2017 – 2018	2018 – 2019
1	Total Assets			
2	Current Assets			
3	Total External Liabilities			
4	Current Liabilities			
5	Annual Profits Before Taxes			
6	Annual Profits After Taxes			
7	Net Worth [= 1 - 3]			
8	Working Capital [=2 - 4]			
9	Return on Equity			
10	Annual turnover			
11	Gross Annual turnover			

This is to certify that _____ (name of the bidder) has Annual Turnover and Net Worth as shown above against the respective/s financial year/s.

Signature _____

Name of the Statutory Auditor _____

Membership no _____

Designation _____

Name of the Audit Firm _____

FRN _____

(Seal of the firm)

DATE _____

Note:

1. Year 1 will be the latest completed financial year, preceding the Bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
2. The Bidder shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
3. Certificate(s) from the statutory auditors specifying the Net Worth of the Bidder, as at March 31, 2019. For the purpose of this RFP, net worth shall mean the sum of subscribed and paid up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

ANNEX-IV to APPENDIX I: Statement of Legal Capacity

(On the letterhead of the Bidder)

Ref.

Date:

To,
The Commissioner,
Vijayawada Municipal Corporation,
Canal Road, Jawaharlal Nehru Building,
Vijayawada, Andhra Pradesh - 520001

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX II: Power of Attorney for signing of Bid

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 Joint Venture 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
Development of Amusement Park in Rajiv Gandhi Park on PPP Mode ("Project")**
proposed or being developed by Vijayawada Municipal Corporation (the "**Authority**")
including but not limited to signing and submission of all applications, Bids and other
documents and writings, participate in Pre-Bids and other conferences and providing
information/responses to the Authority, representing us in all matters before the
Authority, signing and execution of all contracts including the Concession Agreement and
undertakings consequent to acceptance of our Bid, and generally dealing with the
Authority in all matters in connection with or relating to or arising out of our Bid for the
said Project and/ or upon award thereof to us and/or till the entering into of the
Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF 2020

For

.....

(Signature, name, designation and

address)

Witnesses:

1. Notarized
- 2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be 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 Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX III: Power of Attorney for Lead Member of Joint Venture

(Refer Clause 2.3.5)

Whereas the ***** (“the Authority” has invited Bids from interested parties for the *** Project (the Project”).

Whereas, _____, _____, _____, and _____

(collectively the “Joint Venture”) being Members of the Joint Venture are interested in Bidding for the **Development of Amusement Park in Rajiv Gandhi Park on PPP mode** (“Project”) in accordance with the terms and conditions of the RFP and other Bid documents including agreement in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having

our registered office at _____, a _____ and

having our registered office at _____ (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 Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (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 Joint Venture and any one of us during the Bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its Bid for the Project, including but not limited to signing and submission of all Bids, Bids and other documents and writings, participate in pre Bid and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Joint Venture and generally to represent the Joint Venture 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 Joint Venture's Bid for the Project and/ or upon award thereof till the Concession Agreement is entered with the Authority & Compelled.

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/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2020.

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

(Executants

) (To be executed by all the Members of the Joint
Venture)

Witnesses:

- 1.
- 2.....

Notes:

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

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be 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 Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX IV: Bank Guarantee for Bid Security

B.G. No.

Dated:

1. In consideration of you, **Vijayawada Municipal Corporation (VMC)**, having its office at **Canal Road, Jawaharlal Nehru Buildings, Vijayawada, Andhra Pradesh - 520001**, (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of_[a Company registered under provision of the Companies Act, 1956/2013] and having its registered office at_[and acting on behalf of its JV] (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the **Development of Amusement Park in Rajiv Gandhi park on PPP mode** Project on [DBFOT] basis (hereinafter referred to as “**Project**”) pursuant to the RFP Document dated_____issued in respect of the Project and other related documents including without limitation the Draft Concession Agreement (hereinafter collectively referred to as “**Bidding Documents**”), we [Name of the Bank] having our registered office at____ and one of its branches at_____(hereinafter referred to as the “**Bank**”), at the request of the Bidder does hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. _____ (Rupees _____ only)** as Bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents

including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 4,00,000 (Rupees Four Lakhs only)**

4. This Guarantee shall be irrevocable and unconditional and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the

said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs. 4,00,000 (Rupees Four Lakhs only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by _____ Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

APPENDIX V: Joint Bidding Agreement for Joint Venture

(Refer clause 2.3.5)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the.....day
of ,2020

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

The above-mentioned parties of the FIRST and {SECOND } PART is collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS

- (A) Vijayawada Municipal Corporation (VMC) having its principal office at **Canal Road, Jawaharlal Nehru Buildings, Vijayawada, Andhra Pradesh – 520001** (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the **Bids**) by its Request for Proposal No. VMC- *** /20**/ *** dated **.**.2020 (the **"RFP"**) for selection of Bidders for Development of Amusement Park in Rajiv Gandhi Park, Vijayawada in the State of Andhra Pradesh (the **"Project"**) through Concession Agreement.
- (B) The Parties are interested in jointly Bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

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

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

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the Preferred Bidder and awarded the Project in terms of the RFP, it shall enter into a Concession Agreement with the Authority 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 Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and thereafter during the term of the Concession Agreement [in case selected for award of Project];

{(b) Party of the Second Part shall be the Member of the Joint Venture;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP and the Concession Agreement, till such time as the completion of the Project (“Lock-in Period”) is achieved under and in accordance with the Concession Agreement. No change in composition of the Preferred Bidder/Consortium shall be made for the Lock-in Period from the Commercial Operation Date.

6. Share of work in the Project

The Parties agree that the proportion of construction in the Concession Agreement to be allocated among the members shall be as follows:

First Party:

{Second Party: }

7. Representation of the Parties

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

- (a) Such Party is duly 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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture 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 organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, 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.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry or earlier termination of the Concession Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED SIGNED,SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX VI: Conceptual / Broad Master plan of Project components in the area admeasuring about 3820 Sq mt approx.

A Master plan of the Project area along with the maps, drawings and specifications need to be attached, including the following:

- (a) Land use Plan of all facilities
- (b) Plan for Disposition of Products & Activities
- (c) Scheme Layout for Open Spaces
- (d) Circulation Plan
- (e) Plan for the disposition of proposed tourism & recreational facilities - Theme parks, Indoor activities etc.
- (f) Layout drawings with item wise Bill of Quantities (BOQ) and product specification

The above information needs to be provided in as much details as possible.

Utmost care should be taken to plan in such a manner that planning on the land must adhere to all acts/ rules and regulations to avoid any violation.

Bidder are expected to propose maximum use of Technology and Innovation at site.

APPENDIX VII: Term sheet of Project components

Format of submission for each proposed product specifying the below:

Proposed Costs to be incurred			
Type of Work	Category	Sub Category	Proposed Cost (Rs. Cr.)
Rides Theme wise	Category A		
	Category B		
	Category C		
	Any other attraction		
Infrastructure	Civil works	Compound fencing, Entrance Gate and Entry Plaza, Office Block, Shops, Landscaping etc.	
	Electrical	HT Work, DG, LT Work, Area Lighting, CCTV and surveillance, IBMS Software, Miscellaneous	
	Plumbing	Drinking water network, Drainage Network, Rainwater Network, Sprinkling water network, Storage water tank and pump rooms, Miscellaneous	
Total Cost			

*** The list given up is suggestive and not exhaustive. Bidders are requested to revise / modify the list in compliance with the Essential Facilities given in Appendix XIV.**

APPENDIX VIII: Implementation schedule of Project Components

1. Please include a PERT chart outlining the various activities prior to start of construction and during the construction so that the Project can be completed within specified time. The phasing of the Project Components shall be clearly grouped into bands of 0 – 3 months.
2. Please also include a Project organization (with details of key personnel).

APPENDIX IX: Operation and Maintenance plan of Project Components

- This shall include strategy to be adopted by the Bidder in maintenance of Project area Precincts.
- Description of maintenance standards.

APPENDIX X: Environment Management Plan of Project components

This shall include approach and methodology to be adopted by the Bidder in Managing the Project area environment with specific reference for

- (a) Water conservation
- (b) Energy Conservation
- (c) Wastewater Management
- (d) Solid Waste Management etc.

APPENDIX XI: Price Bid Format

(Price to be submitted physically on different envelope)

Date:

To,

The Commissioner,
Vijayawada Municipal Corporation,
Canal Road, Jawaharlal Nehru Building,
Vijayawada, Andhra Pradesh - 520001

Subject: Price Bid for Development of Amusement Park in Rajiv Gandhi Park on PPP mode

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. We acknowledge that our Consortium/ proposed Consortium shall be short-listed on the basis of Technical Capacity and Financial Capacity of us and our Associates.
4. [I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the VMC forthwith along with all relevant particulars and the VMC may, in its sole discretion, disqualify our Consortium or withdraw the Notice of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the VMC being liable to us in any manner whatsoever.]
5. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6. I/We have studied all the Bidding Documents carefully and also surveyed the

project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the VMC or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

7. The Annual Concession Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
8. I/We offer a Bid Security of Rs.4,00,000 (Rupees Four Lakhs only) to the VMC _____accordance with the RFP Document.
9. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
10. I/We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
11. I/We hereby submit our BID and offer a Quarterly Concession Fee in the form of Rs _____ (in words) inclusive of all taxes of VMC for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
12. The Annual Concession Fee shall be increased, after 3 years, at the rate of 33 1/3 %.
13. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
14. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Date:

Yours Faithfully *(Signature of the Authorized Signatory)*

Place:

(Name, Designation of the authorized signatory)

(Name & seal of Bidder)

APPENDIX XII: Guidelines of the Department of Disinvestment

(Refer clause 1.2.1)

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

Block 14, CGO Complex
New Delhi. Dated
13th July 2001.

OFFICE MEMORANDUM

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

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

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the Bidding party or by any sister concern of the Bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

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

sd/-
(A.K. Tewari)
Under Secretary to the Government
of India

APPENDIX XIII: Brief Project Profile

1. Project Background

Vijayawada Municipal Corporation on behalf of the Government of Andhra Pradesh is desirous to develop an Amusement Park in Rajiv Gandhi Park on a PPP basis. It is felt that such a development shall be complementary to the park and shall provide an alternate attraction to the teeming visitors of the park.

2. About Vijayawada

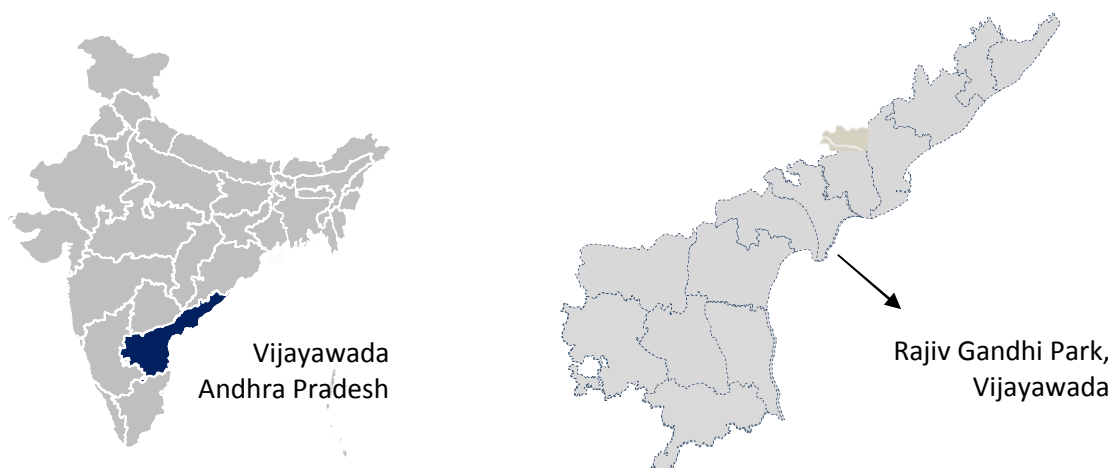
Vijayawada is a city on the banks of the Krishna River, in the Indian state of Andhra Pradesh. It is a municipal corporation and the headquarters of Vijayawada (urban) Mandal in Krishna district of the state. Vijayawada is one of the rapidly growing urban markets of the country. The sectors that contribute to the City economy are construction, education, entertainment, food processing, hospitality, registrations, transport, etc. Based on the recommendations of the Sixth Central Pay Commission, it is classified as one of the Y-grade cities of India. The GDP of Vijayawada in 2010 was \$3 billion and is estimated to touch \$17 billion by 2025.

Vijayawada Municipal Corporation is the civic governing body of the city. It was constituted on 1st April 1888 and was upgraded to selection grade municipality in 1960 and finally to corporation in the year 1981. The jurisdictional area of the corporation is spread over an area of 61.8 km² (23.9 sq mi) with 59 wards.

3. Site Features

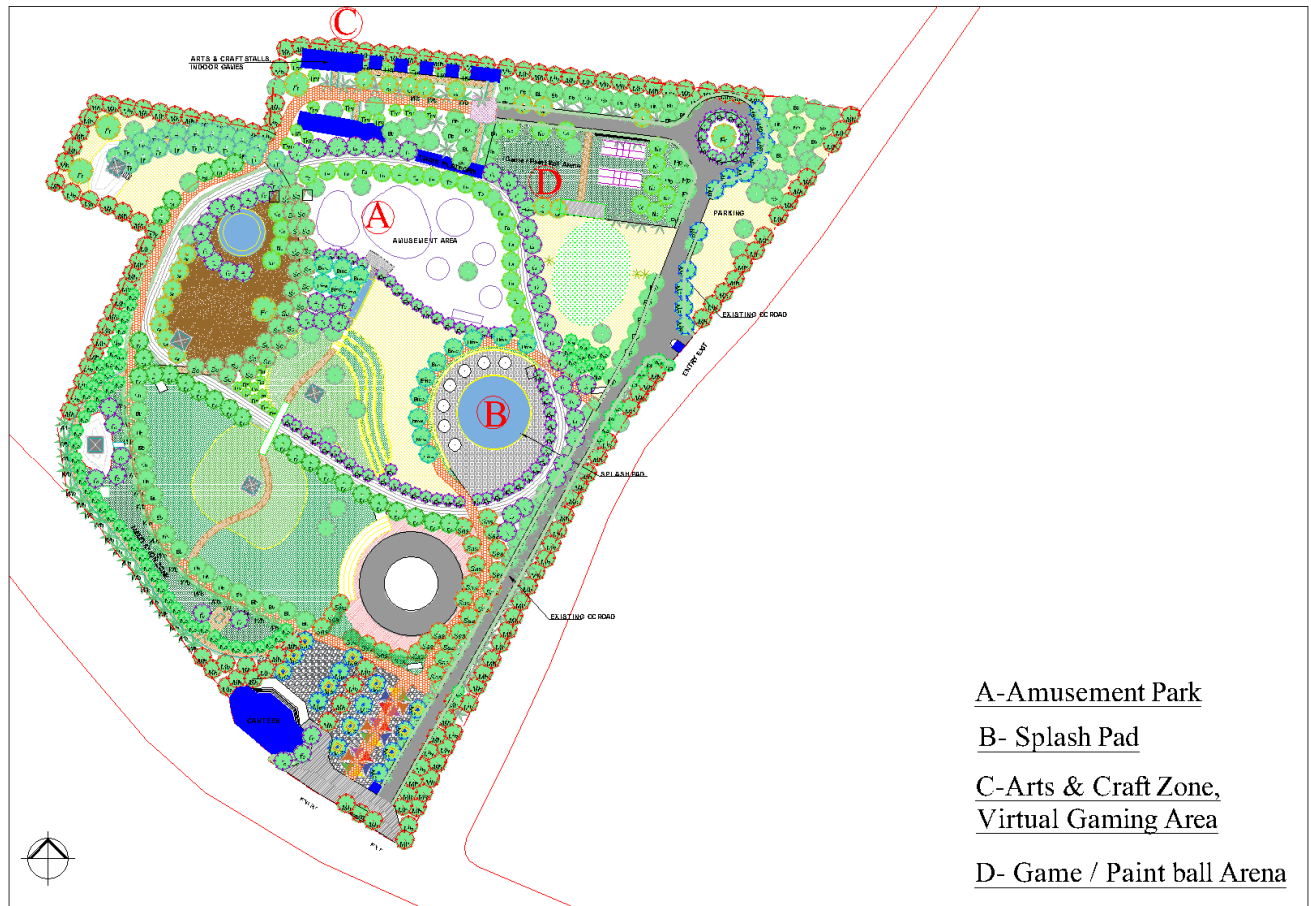
3.1. Location

The site is located at ~400 mts from Vijayawada Municipal Corporation office & ~22 km from the Vijayawada Airport, ~1.5 km from Vijayawada Main Bus Stand.



4. Area Details:

The overall location of the Area is as below:



A- Amusement Park – 2431 sqmt.

B- Splash pad – 434 sqmt.

C- Arts & crafts Zone, Virtual & indoor gaming - 213 sqmt

D- Paint Ball – 740 sqmt.

APPENDIX XIV: SCOPE OF WORK

Development of the Project

The scope includes Design, construct, supply, installation, commissioning and operation and maintenance for **5 years** of proposed Project with allied facilities at Rajiv Gandhi Park, Vijayawada under Design Built Finance Operate and Transfer (DBFOT) mode.

Concessionaire shall be responsible for making the facility developed for the intended purpose while performing all its obligations covered under the Concession Agreement in its entirety.

Scope also includes, but not limited to, developing required specifications, and construct/develop in accordance with the same, quality assurance & quality control and required corrective actions.

The Concessionaire is advised to visit the site before submitting the proposal for the works.

The Scope includes all consumables required for the completion of works, testing and commissioning and handover till termination of the Concession Period.

Components, under Essential Facilities, to be developed include:

(a) Development of Amusement Park in Rajiv Gandhi Park.

1. Thrill Rides

- Hydro Pendulum (12-Seater)
- Columbus (20- Seater)
- Dashing Cars (10 – 2-Seater)
- Human Gyro

2. Mechanical & Thrill Zone for Family

- Bull Rides
- Swings (40-Seater)
- Tora Tora (10-Seater)
- Illumination Pendulum (5-Seater)
- Disco Dancer (16-Seater)
- Meltdown

3. **Train Ride**
4. **Indoor Fun Zone & Redemption Games**
5. **Art & Craft Stalls**
6. **Inflatable Play Zone**
7. **Paint Ball**
8. **Splash Pad**
9. **Virtual Gaming Zone**

- (b) Good looking entrance arch to elite virtual zone.
- (c) Available train track can be used/modify as per bidder convenience.
- (d) Creation of support Infrastructure, to support activities as given above, including state of art entry pavilion with reception area, ticketing counters, public conveniences / drinking water facility, Generator, Water / Electric Distribution, Fitting and Fixtures etc.
- (e) Efficient Ticketing Scheme: Single and Group, Normal and Fast Track, single ride / few selective rides / all rides.

Other Obligations:

- o All the Project Facilities shall adhere to the Environmental / Eco Friendly Guidelines or other relevant guidelines.
- o Develop the projects to the maximum extent using the existing contour levels
- o Maintain the natural areas and indigenous vegetation to the extent possible;
- o Retain the natural drainage characteristics;
- o Incorporate Energy and resource efficient designs;
- o Maintain Plastic Free Zone;
- o The Project shall be user friendly and provide eased access to differently abled persons to all the project facilities in accordance with “Persons with Disabilities Act, 1995” with subsequent amendments and ‘UN Convention for Rights of Persons with Disabilities (UNCRPD);
- o All the applicable statutory approvals and clearance is the responsibility of the Concessionaire.