



REQUEST FOR PROPOSAL

Development of "Family Entertainment Center-2"

At
'Amaravati Central Park'
(Abutting Road-N11)
In
'Amaravati Capital City'
On
DBFOT Basis
In
PPP Mode



Government of Andhra Pradesh
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LETTER OF INVITATION

Sub: Request for Proposal (RFP) for development of “Family Entertainment Center-2” at ‘Amaravati Central Park’ (Abutting Road-N11) in ‘Amaravati Capital City’ on DBFOT Basis in PPP Mode.

Dear Sir/Madam,

This is has reference to the ‘Request for Proposal’ (RFP) Notification for development of **‘Tourism Infrastructure Projects’** at ‘Amaravati Central Park’ in ‘Amaravati Capital City’ on PPP Mode by ‘Amaravati Development Corporation Limited’ (ADCL), Govt. of Andhra Pradesh (GoAP).

In this regard, the ADCL, GoAP., invites Request for Proposals (RFPs) from eligible and interested companies / parties / developers / investors / operators of ‘Tourism Infrastructure Projects’ for the development of the **“Family Entertainment Center-2”** at ‘Amaravati Central Park’ (**Abutting Road-N11**) in ‘Amaravati Capital City’ on DBFOT Basis in PPP Mode for a ‘Concession Period’ of 33 Years (including Construction Period) with an option of additional period on “Right of First Refusal” basis, as per the terms and conditions stipulated in this RFP.

You are requested to participate in the Request for Proposal (the **“RFP”**) Stage and submit your Technical and Financial Proposal (the **“Bid”**) for the aforesaid project in accordance with this Request for Proposal (RFP) Document.

In case the Bidders need any further information about the Project or for the inspection of any other documents related to the Project, which are available with ADCL or want to visit the site, they are requested to contact ADCL Office at the address given below.

Sri P. Suresh Babu
The Head, Urban Planning & Architecture
Amaravati Development Corporation Limited (ADCL)
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Beside Prabhas College, Kedareshwarpet, Vijayawada,
Andhra Pradesh-520003
Phones: +91-866-2534575 / 2532539;
Email: sureshbabuhod.adc@ap.gov.in & anubandhh.adc@ap.gov.in
Website: www.ccdmc.co.in

ADCL, GoAP., shall not be responsible for any costs or expenses or liabilities incurred by the Bidders in connection with the preparation and delivery of Bids, including costs and expenses related to the visits to the site. ADCL, GoAP., reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of Bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same. Please note that, ADCL reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Sd./-Chairperson & Managing Director,
Amaravati Development Corporation Ltd.

DISCLAIMER

- The information contained in this Request for Proposal (the "**RFP**") Document or subsequently provided to the Bidder(s), whether verbally or in Documentary or any other form by or on behalf of the Amaravati Development Corporation Limited (the "**ADCL**"), Government of Andhra Pradesh (the "**GoAP**") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- This RFP is not an agreement and is neither an offer nor an invitation by the ADCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the ADCL 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 ADCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The ADCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- ADCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP Stage.
- ADCL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder on the statements contained in this RFP.
- ADCL 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 ADCL is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the ADCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the ADCL 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 ADCL 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.

DEFINITIONS & INTERPRETATIONS

DEFINITIONS

'Agreement' shall mean the Concession Agreement entered into between the Amaravati Development Corporation Limited (ADCL), GoAP and the Selected Bidder;

'Associate' means, an enterprise in which the investor holds directly or indirectly through subsidiary (ies), 50% or more of the voting power of the said enterprise and which is neither a subsidiary nor a joint venture of the investor;

'Annual Lease Rental' means the lease rental payable annually by the Concessionaire to the Authority pursuant to the Land Lease Deed;

'Authority' shall mean Amaravati Development Corporation Limited, Government of Andhra Pradesh;

'Bid or Detailed Bid or Proposal' shall mean the Bid / Proposal submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any;

'Bid Security' shall mean the security furnished by the Bidder in the form as stipulated in the RFP document;

'Bidder' shall mean who has responded to the RFP and submitted his Bid in response to the RFP;

'Bid Evaluation Committee or Technical Committee' shall mean the Committee constituted by the Authority for evaluating the Bids;

'Commercial Operation' means the use of the Project Facilities for commercial purposes by the levy, charging, demanding, collecting, realizing, retaining and appropriating of Tariff;

'Commercial Operation Date or COD' means the date on which the Authority issues the Project Completion Certificate;

'Competent Authority' means the Chairperson & Managing Director of Amaravati Development Corporation Limited, Government of Andhra Pradesh;

'Completion Certificate' means the certificate issued by the Authority in the manner set out as per terms of RFP/Concession Agreement;

'Concessionaire' shall mean the Special Purpose Company (SPC) incorporated by the Selected Bidder/Bidding Consortium who has been selected and nominated by the Amaravati Development Corporation Limited to develop the Project on the terms and conditions stipulated in the RFP/Agreement;

‘Concession Period’ shall mean the period of 33 Years from the date of “Signing of the Concession Agreement”;

‘Condition Precedent’ means the conditions that are to be fulfilled by both, the Concessionaire and the Authority as detailed out in the RFP document / Concession Agreement;

‘Consortium’ shall mean the two of legally constituted entities, who have come together, have agreed or have formed an understanding (in writing) for implementing the Project, subject to the terms of this RFP;

‘Consortium Agreement’ shall mean an agreement to be entered into amongst the Members of the Consortium and forming part of their Bid;

‘Constituent Member’ shall mean any member of the Bidding Consortium, whose financials and/or project related experience have been taken into account in the Capability Statement to meet the Eligibility Criteria and who shall be required to commit to hold minimum 10% of the equity in the Concessionaire/Project SPC;

‘Consultant or Advisor’ shall mean Andhra Pradesh Project Facilitators & Consultancy Services Limited (APPFCS) appointed by ADCL, GoAP., for ‘Project Structuring’ and ‘Bid Process Management Services’;

‘DBFOT’ shall mean Design, Build, Finance, Operate and Transfer;

‘Developer’ shall have the same meaning as ascribed to the term Selected Bidder;

‘Due Date’ shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document;

‘Eligibility Criteria’ shall mean the criteria stipulated in the RFP, which is required to be met by the Bidder based on his Capability Statement and documents to become eligible for opening and evaluation of his Technical Bid;

‘EPC’ shall mean Engineering, Procurement & Construction;

‘Family Entertainment Center’ shall mean “Family Entertainment Center” (FEC) in “Multi-level Parking Complex” with Shopping Mall, Multiplex, Food Court & Gaming Zone etc.;

‘Financial Bid’ shall have the meaning as set forth in the RFP document;

‘Financial Year’ shall mean Year starting from 1st April to 31st March. In case Bidder’s financial/accounting Years are different from the above, the immediate past financial/accounting Years of the Bidders as per their annual reports shall be applicable for the evaluation;

‘Firm or Company’ shall mean a single legal entity, which is a Corporate Entity and Registered or Statutory Body;

‘Lead Member’ shall mean in case of a Consortium, the firm nominated to act as Lead Member of the Consortium at the RFP stage, which qualifies as per the Eligibility Criteria, and which shall continue to be the leader and be authorised as such for submission of Bid. The Lead Member will represent the Consortium on all matters pertaining to the RFP and shall have the primary responsibility of developing and implementing the Project;

‘Land Lease Agreement’ shall mean an agreement/ deed entered into by and between the Authority, the Concessionaire and the Selected Bidder;

‘Lenders’ shall mean any person(s)/ firm(s) based in India or abroad providing financial assistance, loans, funds, or other credit facilities to the Concessionaire under any financing agreements;

‘Letter of Award or LoA’ shall mean the letter to be issued by the Authority to the Selected Bidder conveying intention of Award of the Project/Concession, in accordance with the terms of this RFP;

‘Minimum Development Obligations or Essential Facilities’ shall mean the Minimum Development Requirements to be met by the Selected Bidder / Concessionaire in implementation of the Project; the details of the Minimum Development Obligations as given in the RFP;

‘Operations Period’ means the period commencing from COD and ending on the expiry or prior termination of this Agreement Period;

‘Power of Attorney’ shall mean the Power of Attorney in the format provided in RFP, to be furnished by the Bidder authorizing a person to sign the Bid and act for and on behalf of the Bidder during the Bidding process;

‘Project’ means, development of “Family Entertainment Center” in “Multi-level Parking Complex” with Shopping Mall, Multiplex, Food Court & Gaming Zone etc., at ‘Amaravati Central Park’ (Abutting Road-N11) in Amaravati Capital City’, Andhra Pradesh on Public Private Partnership (PPP) Mode and subject to the provisions of this RFP and Agreement, (i) financing, completion, commissioning, marketing, management, operation and maintenance and commercial use of the Project Facilities, execution of the works and all activities incidental thereto, such as commissioning and insurance etc., by the Concessionaire during the Concession Period; (ii) demanding, charging, collecting, retaining and appropriating and revision of Tariff by the Concessionaire at market driven rates and (iii) transfer of the Project/Project Facilities by the Concessionaire to Authority or its nominated agency at the end of the Concession Period by efflux of time or prior termination;

‘Project Agreements’ shall mean Concession Agreement, Lease Agreement and any other legal documents as mutually agreed to between the Authority and the Selected Bidder, necessary for implementing the Project;

‘Project Completion Period’ shall mean the total period in which the development/construction of MDOs are completed and certified by the Authority;

‘Project Cost’ shall mean the total cost of Project. The components would include the costs incurred for carrying out the Project related activities such as formulation, development, design, engineering, finance, construction, interior decoration, etc;

‘Performance Security’ shall mean the irrevocable & unconditional Bank Guarantee furnished by the Selected Bidder prior to the signing of Concession Agreement;

‘Request for Proposal or RFP’ shall mean the Bid documents comprising Sections 1 to 6 along with Appendices I to XI and any other addenda issued thereon;

‘Revenue Share’ shall mean the minimum amount / share in the Annual Turnover, payable by the Concessionaire to the Authority from 5th to 33rd Years of Concession Period;

‘Selected Bidder’ shall mean the successful Bidder, whose Bid is declared as the highest evaluated Bid as a result of the Bid evaluation process as set forth in this RFP document;

‘Special Purpose Company or SPC’ shall mean the company to be set up by the Selected Bidder/Developer, if required, for the purposes of exclusive implementation of the Project under Companies Act, 2013;

‘Special Purpose Vehicle or SPV’ shall have the same meaning as described to the term SPC;

‘Taxes and Duties’ shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the development, operation and management of the Project;

‘Technical Criteria’ shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Price Bid.

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;

2. Reference to any gender includes the other gender;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assignees;
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to “Month” shall mean a calendar Month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Concession Agreement shall prevail over and supersede the provisions of other documents.
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
13. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

GLOSSARY

| | |
|-----------------------------------|--------------------------------|
| ADCL | As defined in Clause 1.1.1 |
| Affiliate | As defined in Clause 1.5.17 |
| Bank Guarantee | As defined in Clause 2.20.1 |
| Bid(s) | As defined in Clause 1.2.2 |
| Bidders | As defined in Clause 1.2.2 |
| Bidding Documents | As defined in Clause 1.1.10 |
| Bid Due Date | As defined in Clause 1.1.10 |
| Bidding Process | As defined in Clause 1.2.1 |
| Bid Security | As defined in Clause 1.2.4 |
| RFP Stage | As defined in Clause 1.2.1 |
| Concession | As defined in Clause 1.1.8 |
| Concession Agreement | As defined in Clause 1.1.5 |
| Concessionaire | As defined in Clause 1.1.5 |
| Conflict of Interest | As defined in Clause 2.1.14 |
| Damages | As defined in Clause 2.1.14 |
| DBFOT | As defined in Clause 1.1.4 |
| Demand Draft | As defined in Clause 2.20.2 |
| Disclaimer | As defined in the Disclaimer |
| Estimated Project Cost | As defined in Clause 1.1.7 |
| FEC | As defined in Clause 1.1.6 |
| Project Feasibility Report | As defined in Clause 2.1.3 |
| GoAP | Government of Andhra Pradesh |
| Gol | Government of India |
| Highest Bidder | As defined in Clause 1.2.6 (b) |
| LOA | As defined in Clause 3.5.5 |
| Member | Member of a Consortium |
| PPP | Public Private Partnership |
| Project Feasibility Report | As defined in Clause 2.1.3 |
| Re. or Rs. or INR | Indian Rupee |
| RFP | Request for Proposal |

The words and expressions beginning with capital letters and defined in this Document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP, shall, unless repugnant to the context, have the meaning ascribed thereto therein

REQUEST FOR PROPOSAL

1. INTRODUCTION

1.1 Background

- 1.1.1 Government of Andhra Pradesh after consideration of the immediate need for efficient infrastructure development in the Amaravati Capital City, through G.O.Ms.No.109, MA&UD (M2) Dept. Dated 02.05.2015, has established Amravati Development Corporation Limited - ADCL (earlier known as Capital City Development and Management Company (CCDMC)) – a Special Purpose Vehicle (SPV) under Companies Act, 2013, for the development, implementation, operation and management of Projects in Amravati, the new Capital City of Andhra Pradesh with an area of 217 Sq. Km.
- 1.1.2 The Government of Andhra Pradesh has a vision to develop the entire Capital City with infrastructure of international standards. As per the 'Master Plan', a 'Central Park' has been proposed at the heart of the Amaravati Capital City. The '**Amravati Central Park**' (ACP), being one of the first to be implemented on priority basis, is the showcase of this vision of development. The objective of the proposed project is to develop '**Tourism Infrastructure Projects**' for the Tourists visiting Amaravati Capital City from all over India and Worldwide.
- 1.1.3 The 'Amaravati Central Park' is the most significant feature of the Amaravati Capital City, located in Sakhamuru Village, adjacent to the Southern side of the Seed Capital admeasuring 300 Acres. 'ADCL' intends to develop various 'Tourism Infrastructure Projects' in Hospitality, Leisure, Recreation, Adventure, Amusement & Entertainment Sectors at the site through Public Private Partnership Mode. Andhra Pradesh Project Facilitators and Consultancy Service Limited (APPFCS) has been appointed by ADCL as the Project Consultant & Advisor for the 'Project Structuring' and for extending 'Bid Process Management Services' for the transparent Selection of Developer through Competitive Bidding.
- 1.1.4 As part of development 'Tourism Infrastructure Projects' at 'Amaravati Central Park', the ADCL intends to develop "**Family Entertainment Center-2**" (**Abutting Road-N11**) in **2.00 Acres** of land parcel through Public Private Partnership (the "**PPP**") on [Design, Build, Finance, Operate and Transfer (the "**DBFOT**") basis, and has, therefore, decided to carry out the Bidding process for selection of a private partner as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

| Name of the Project | Project Area | Minimum Project Cost (In Rs. Cr.) |
|--|-------------------|--------------------------------------|
| " Family Entertainment Center-2 " (Abutting Road-N11) | 2.00 Acres | Rs.30.00 Cr. |

- 1.1.5 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or Registered Firm, hereby undertakes to incorporate as Special Purpose Company (SPC) as such prior to execution of the 'Concession Agreement' (the "**Concessionaire**") and shall be responsible for designing, engineering, financing, procurement, construction, operation maintenance, transfer of the Project under and in accordance with the provision of 'Concession Agreement'. The "**Concession Agreement**" to be entered into between the Selected Bidder and the ADCL in the form provided as part of the Bidding Documents pursuant hereto.
- 1.1.6 The scope of work will broadly include design, built, finance, management, operation, maintenance and transfer thereof (DBFOT) of "Family Entertainment Center" (Abutting

Road-N11) in "Multi-level Parking Complex" with Shopping Mall, Multiplex, Food Court & Gaming Zone etc.

- 1.1.7 The minimum Project Cost (the "**Project Cost**") has been specified in Clause 1.1.4 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.8 The 'Concession Agreement' sets forth the detailed terms and conditions for grant of the Concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").
- 1.1.9 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the 'Concession Agreement' or the ADCL's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the ADCL.
- 1.1.10 ADCL 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 ADCL pursuant to this RFP, as modified, altered, amended and clarified from time to time by the ADCL collectively (the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief Description of the Bidding Process

- 1.2.1 The ADCL has adopted 'Single-Stage Bidding Process', collectively referred to as "the **Bidding Process**") for selection of the Bidder for the 'Award of the Project'. The Bidding Process (the "**RFP Stage**") comprise the 'Request for Proposal' (RFP) Document. Bidders must make sure and satisfy themselves that, they are qualified to the Bid as per the terms & conditions of RFP, and should give an undertaking to this effect in the form at Appendix-1.
- 1.2.2 In the RFP Stage, the prospective Bidders, including their successors, (the "**Bidders**", which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their 'Technical & Financial Bids' also simultaneously (the "**Bids**"), in accordance with the terms specified in the Bidding Documents. The Bids shall be valid for a period of not less than 120 (one hundred and twenty) Days from the 'Bid Due Date'.
- 1.2.3 The RFP Document include the draft 'Concession Agreement' (Enclosed as Schedule 1) for the Project. Subject to the provisions of Clause 2.1.3, the aforesaid Documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bidder is required to furnish, along with their Bid, a 'Bid Processing Fee' (Non-Refundable) of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** (the "**Bid Processing Fee**") and a 'Bid Security' of **Rs.30,00,000/- (Rupees Thirty Lakhs only)** (the "**Bid Security**"), refundable not later than 120 (One Hundred and Twenty) Days from the 'Bid Due Date', except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the 'Concession Agreement'. The Bidders shall provide Bid Security in the form of either Demand Draft or unconditional and irrevocable 'Bank Guarantee' from a Nationalized/ Scheduled Bank (excluding Cooperative Banks) acceptable to the ADCL. The 'Bank Guarantee' validity

period 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 ADCL and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) Days from the 'Bid Due Date', for the purposes of encashment by the ADCL. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 During the RFP 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 Project' including implementation of the Project.
- 1.2.6 (a) Technical and Financial Bids are invited from qualified Bidders for the purpose of development and operation of specified Project as per terms and conditions laid out in this RFP.
- (b) The Project would be awarded to the Bidder offering the highest 'Revenue Share' (the "**Highest Bidder**") higher than the minimum stipulated criteria, subject to the fulfilling of other terms and conditions laid out in this RFP.
- 1.2.7 Details of the process to be followed at the RFP Stage and the terms thereof are spelt out in this RFP.
- 1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.8.1 by the specified date. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries / Request for Additional Information - RFP for 'Family Entertainment Center-2' (Abutting Road-N11)**"

1.3 Schedule of Bidding Process

ADCL shall endeavour to adhere to the following schedule:

| S.NO. | EVENT DESCRIPTION | SCHEDULED DATE |
|-------|--|--|
| 1 | Issue of RFP Document | 9 th May 2018 |
| 2 | Last date for Receiving Queries | 15 th May 2018 |
| 3 | Pre-Bid Meeting | 16 th May 2018 |
| 4 | ADCL Response | 18 th May 2018 |
| 5 | 'Bid Due Date' | 20th June 2018 (16.00 Hrs. IST) |
| 6 | Date and Time of Opening of Technical Bids | 20th June 2018 (17.00 Hrs. IST) |
| 7 | Date and Time of Opening of Financial Bids | To be intimated to the Qualified Bidders |

1.4 Pre-Bid Meeting

The date, time and venue of the Pre-Bid Meeting shall be as follows.

DATE: 16th May 2018

TIME: 11.00 Hrs IST

VENUE: Meeting Hall at the ADCL Head Office at Vijayawada.

1.5 DATA SHEET

| S.No | Key Information | Details |
|------------------------|---|---|
| Project Details | | |
| 1 | Project Title | Development of “Family Entertainment Center-2” at Amaravati Central Park (Abutting Road-N11) in ‘Amaravati Capital City’ on PPP Basis. |
| 2 | Authority | Amravati Development Corporation Limited (ADCL), Government of Andhra Pradesh. |
| 3 | Project Site | 2.00 Acres of Land in the Sy.No. Part of 7 & 8 of Ainavolu (V) at Amaravati Central Park (Abutting Road-N11) in Amaravati Capital City in Andhra Pradesh. |
| 4 | Minimum Development Obligations (MDOs) | <ul style="list-style-type: none"> A ‘Family Entertainment Center’ (FEC) also known as ‘Indoor Amusement Park’ or ‘Indoor Theme Park’ is a small ‘Amusement Park’, oriented towards families with small children to teenagers and associated with a larger operation such as a Theme Park. To Develop “Family Entertainment Center” in ‘Multi-level Parking Complex’ with Shopping Mall, Multiplex, Food Court & Gaming Zone etc. Subject to the MDOs and RFP Specifications the Developers shall be free to implement their own concept & design with the approval of ADCL and also taking into consideration all the applicable Bylaws/Norms & Regulations as applicable for the Project site. All Civil Constructions shall be Green Rated Buildings. The entire ‘Transport System’ shall be Eco-friendly & Pollution-free with Electrical / Solar Systems. |
| 5 | Other Obligations / Conditions | <ul style="list-style-type: none"> <i>Adopt Water Conservation, water recycling & reuse, rainwater harvesting, zero discharge of waste water and storm water; and also incorporate Energy efficient designs & utilities;</i> <i>Under no circumstances shall these facilities be converted for any other commercial or residential or any other purposes other than “Family Entertainment Center”.</i> <i>Maintain high quality standards and services at the premises to visitors.</i> <i>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).</i> <i>All the applicable statutory approvals and clearances from the state, centre etc., is the responsibility of the Concessionaire/Bidder.</i> <i>The Bidder and Concessionaire shall arrange required financing.</i> |

| S.No | Key Information | Details |
|---------------------------------|--|--|
| 6 | Minimum Project Cost | The Minimum Project Cost shall be Rs.30.00 Crores. However, there is no restriction on higher investment based on the Concessionaire's/Bidder's market assessment subject to applicable development controls. (Project Cost includes the Pre-Construction and Construction Costs, Project Development Fees, Lease Rentals & Interest During Construction, Margin Money for Working Capital etc.) |
| 7 | Development Controls & Regulations | The proposed development needs to be executed as per the "Zoning Regulations 2016" of 'Andhra Pradesh Capital Region Development Authority' and the National Building Code. |
| Implementation Structure | | |
| 8 | Implementation Policy | Tourism Policy 2015-2020 of Government of Andhra Pradesh. Incentives & Benefits as per the Tourism Policy for 'Amusement Park'. |
| 9 | Implementation Format | Public Private Partnership (PPP) |
| 10 | Concession Format | Design, Build, Finance, Operate and Transfer ("DBFOT") |
| 11 | Institutional Structure for Implementation | Formation of Special Purpose Company (SPC) under the Companies Act, 2013 by the Selected Bidder (Sole Bidder / Consortium) |
| 12 | Concession Period | 33 Years (including Construction Period) from the date of execution of 'Concession Agreement'. Additional tenure of 33 Years period will be assured on "Right of First Refusal" basis to the successful Bidder. |
| 13 | Lease Period | 33 Years and Co-terminus with the 'Concession Period'. Additional tenure of 33 Years period will be assured on "Right of First Refusal" basis |
| 14 | Project Completion Period | 20-25% of the development (Parking Component) shall be completed within 12 Months . Rest of the ' Shopping Mall, FEC with Multiplex & Food Court Components ' shall be completed within 24 Months from the date of signing of 'Concession Agreement'. Total project duration shall be Two (2) Years and any further extension due to any unforeseen & unavoidable circumstances shall be considered by the ADCL with mutual consent. |
| Eligibility Criteria | | |
| 15 | Technical Criteria | The Sole Bidder or any one of the Consortium Member shall meet one of the following Technical Criteria (Either 1 or 2) to meet the Technical Experience. 1. Tourism Infrastructure Projects: a) The Bidder / Consortium Member should have prior experience in Development / Construction of " Family Entertainment Center " in an area of 2.00 Acres or with a minimum Project Cost of Rs.30.00 |

| S.No | Key Information | Details |
|------|--------------------|--|
| | | <p>Crores, which is already completed and which is into the commercial operations as on the date of issue of this RFP; And</p> <p>b) The Bidder / Consortium Member should have minimum 3 Years experience in Operations & Management of similar 'Family Entertainment Center' of the same magnitude during last 10 Years. (OR) Operations & Management of any 'Tourism Infrastructure Project' (<i>As per A.P. Tourism Policy 2015-20</i>) in an area of 2.00 Acres or with a minimum Project Cost of Rs.30.00 Crores during last 10 Years.</p> <p>(OR)</p> <p>2. Core Infrastructure Project:</p> <p>a) The Bidder / Consortium Member should have minimum 3 Years experience in Development / Construction of 'Core Infrastructure Development Projects' such as Highways, Expressways, Bridges, Tunnels, Power Plants, Ports, Airports, Metro Rail, IT Parks, Industrial Parks, Shopping Malls & Multiplexes, Commercial & Office Complexes, Townships & Residential Complexes, Super Specialty Hospitals, etc., having a 'Project Cost' of not less than Rs.60.00 Crores or 200% of the proposed 'Project Cost', whichever is higher, which was commissioned during last 10 Years; And</p> <p>b) The Bidder / Consortium Member should have minimum 3 Years experience in Operations & Management of 'Core Infrastructure Project' with a minimum Project Cost of Rs.60.00 Crores during last 10 Years.</p> <p><i>Note: 'Previous Experience' in similar 'Family Entertainment Center'; 'Successful Track Record' in 'Tourism Infrastructure Projects'; Tourism Projects in PPP Mode; and Higher Project Cost Proposals; carries more weightage in terms of Points in Technical Criteria Evaluation. Hence, formal Tie-ups with suitable Technical Partners will fetch more Points to the Bidders in Technical Criteria Evaluation.</i></p> |
| 16 | Financial Criteria | <p>The Bidder (Sole Bidder or Consortium Members together) shall have the following Financial Criteria for the submission of RFP.</p> <p>a) The Bidder / Consortium Members should have minimum Average Annual Turn-Over of Rs.7.50 Crores (Rupees Seven Crores and Fifty Lakhs only) (OR) 25% of the proposed Project Cost, whichever is higher, in the past Three (3) Financial Years (For Any 3 Financial Years of 2014-15; 2015-16, 2016-17, 2017-18*, in a row); And/Or</p> <p>b) The Bidder / Consortium Members Should have minimum Net-worth** of Rs.7.50 Crores (Rupees Seven Crores and Fifty Lakhs only) (OR) 25% of the proposed Project Cost, whichever is higher, in the preceding Financial Year, as on 31st March 2017 / 2018, as per the Audited Annual Report for FY.2016-17 / FY.2017-18*</p> <p>(* If Auditing is completed & Returns filed).</p> <p>{**Net-worth is (Subscribed and Paid-up Share Capital + Share Application Money + Reserves and Surplus) – (Revaluation Reserves</p> |

| S.No | Key Information | Details |
|------|---|---|
| | | + Miscellaneous Expenditure not written off + Deferred Revenue Expenditure + Deficit in P & L Account))} |
| 17 | Qualifications through Affiliates (If any) | <p>The Bidder (in case of a Sole Bidder) / Consortium Member can draw upon the Technical Experience and Financial Capability of one or more of its Affiliates. In either case, the ownership relation between the Bidder and the Affiliate(s) must be explained.</p> <p>For purposes hereof, "the Affiliate" means with respect to a specified Person, any Person which is a holding company or subsidiary of such specified Person, or any Person which directly or indirectly, (a) owns or controls such specified Person, (b) is owned or controlled by such specified Person, or (c) is owned or controlled by the same Person, who, directly or indirectly, owns or controls such specified Person. For the purposes of this Document, the terms "holding company" and "subsidiary" shall have the meaning ascribed to them under Section 4 of the Companies Act, 1956 / Section 2 (46) of the Companies Act 2013 and the term "control" shall mean:</p> <p>(a) control over the composition of majority of board of directors of a company; or</p> <p>(b) control of more than 50% (fifty percent) of the voting shares of such Person</p> <p>(c) and with respect to a Person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.</p> |
| 18 | Special Conditions for a Consortium (If any) | <p>a) The maximum number of Members in the Consortium shall be three (3) including the Lead Member.</p> <p>b) The above Financial Criteria shall apply to the Consortium, as a whole.</p> <p>c) The Technical and Financial Criteria shall be applicable to any Member of the Consortium and the Technical and/or Financial Member, who is qualifying the Technical and/or Financial Criteria shall be required to commit to hold a minimum equity participation of 26% in the Project SPC at all times during a period that shall not be less than five (5) Years from date of signing of 'Concession Agreement' or three (3) Years from COD, whichever is later.</p> <p>d) The Consortium as a whole shall be required to commit to hold a minimum equity participation of 51% in the Project SPC at all times during a period that shall not be less than five (5) Years from date of signing of agreement.</p> <p>e) The Lead Member of the Consortium shall be required to commit to hold a minimum equity stake not less than 26% in the Project SPC at</p> |

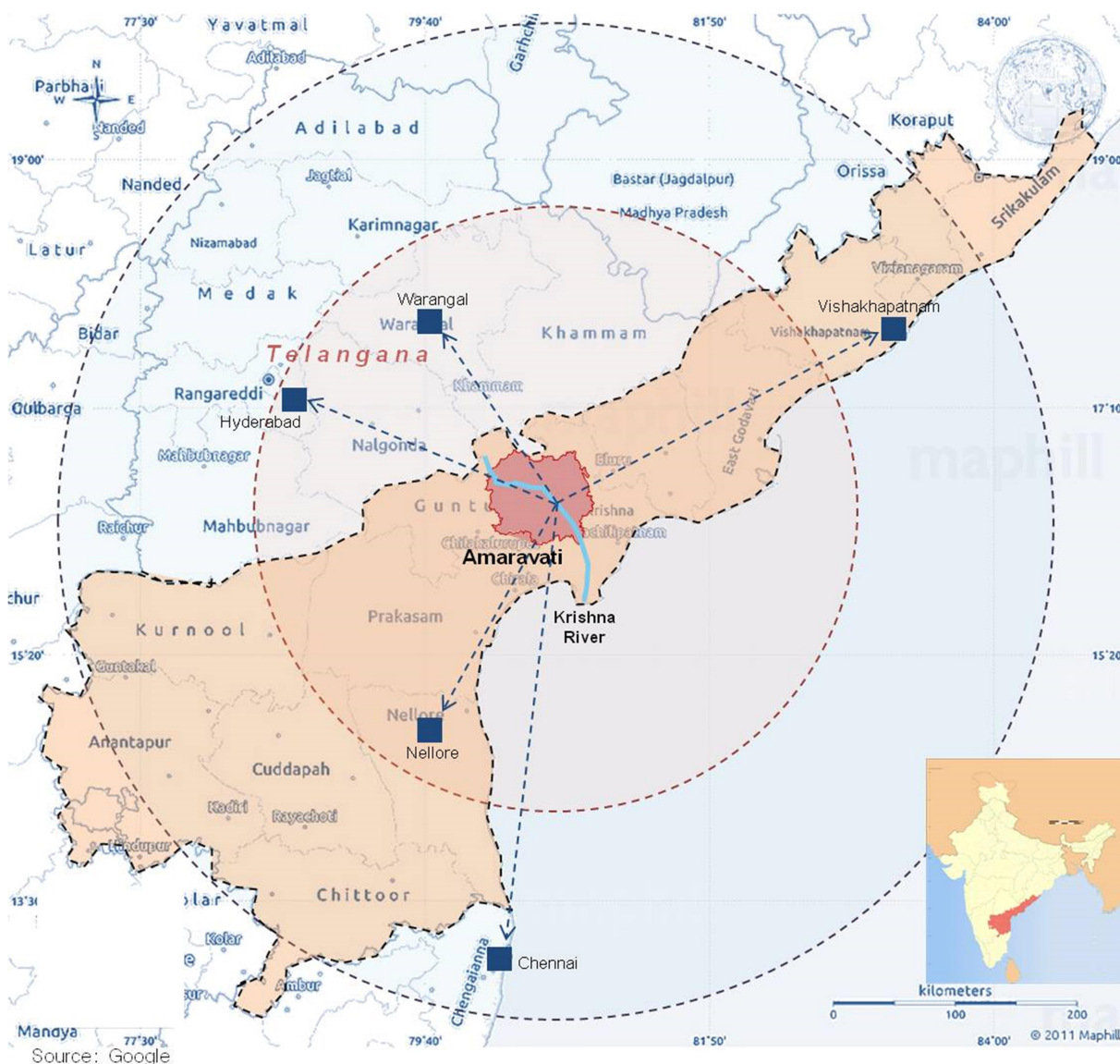
| S.No | Key Information | Details |
|-----------------------|---|---|
| | | <p>all times during a period that shall not be less than five (5) Years from date of signing of agreement. Any other Constituent Member of the Consortium, who is neither Technical nor Financial Member, shall be required to commit to hold a minimum of 10% of equity in the Project SPC at all times during a period which shall not be less than five (5) Years from date of signing of 'Concession Agreement' or three (3) Years from COD whichever is later.</p> <p><i>f) For evaluation of experience criteria, only such Projects would be considered for evaluation, which have been developed/constructed/operated by the Constituent Member either on its own or as a Lead Member of a Consortium/SPC.</i></p> |
| | Special Condition for a Sole Bidder (if any) | In case of Sole Bidder, he shall be required to commit to hold a minimum equity participation of 51% in the Project SPC at all times during a period that shall not be less than ten (10) Years from date of signing of 'Concession Agreement'. |
| Bid Conditions | | |
| 19 | Annual Lease Rentals | <p>The Annual Lease Rentals shall be payable from the date of execution of 'Concession Agreement' (the "Lease Commencement Date").</p> <p>The Concessionaire/Successful Bidder shall pay 'Annual Lease Rentals' to the ADCL during the 'Concession Period' of 33 Years from date of signing of 'Concession Agreement' date. The 'Annual Lease Rentals' for the base Year is Rs.96,800/- (Rupees Ninety Six Thousand and Eight Hundreds only), i.e. 2% of "Basic Value" (BV) of the land as per the Registers of concerned SRO (Sub Registrar Office) as on the date of issue of RFP (9,680 Sq.Yds @ Rs.500 / Sq.Yd.). The 'Annual Lease Rentals' shall be incremented by 5% every Year for the entire 'Concession Period'. These 'Annual Lease Rentals' shall be paid on 'Half Yearly' basis as per the terms stipulated in the RFP. <i>Applicable taxes, including GST on the above shall also be paid by the Concessionaire/Successful Bidder.</i></p> |
| 20 | Advance Lease Rental Deposit | <p>Concessionaire/Successful Bidder shall pay an interest free 'Lease Rental Deposit', an amount equivalent to Six Months Lease Rentals (of First Year) within 15 Days from the issue of LoA and before signing of the 'Concession Agreement'. The 'Lease Rental Deposit' payable initially by the Concessionaire is Rs. 48,400/- (Rupees Forty Eight Thousand Four Hundreds only). The Concessionaire/ Successful Bidder shall further pay the ADCL, every 'Half Year' the 'Annual Lease Rentals' in advance at the starting of the 'Half Year'.</p> |
| 21 | Bid Parameter | The ' Revenue Share ' to be paid to the ADCL is to be quoted higher than the reserve amount of Rs.26.62 Lakhs (Rupees Twenty Six Lakhs and Sixty Two Thousands only) for the 5 th Year of 'Concession Period' shall |

| S.No | Key Information | Details |
|------|---|--|
| | | <p>be the Bid Parameter. Subsequently, the Selected Bidder/Concessioner shall pay to the ADCL either the 'Revenue Share' Quoted by the Bidder with an annual escalation of 5% (OR) 3% of the Revenue, whichever is higher for that respective year.</p> <p>The 'Revenue Share' payable to the ADCL will be exempted for a period of Two (2) Years from COD or Four (4) Years from date of signing of 'Concession Agreement' whichever is earlier, as a 'Moratorium Period' to the developer to consolidate the 'Revenue Streams' of the Concessionaire/Successful Bidder in the new Amaravati Capital City. 'Revenue Share' is payable annually, with 5% escalation per annum, till 33rd Year of the 'Concession Period' and as per the terms stipulated in the RFP. <i>Applicable taxes, including GST on the above shall be paid by the Concessionaire.</i></p> |
| 22 | Bid Validity | 120 Days from the date of Bid Submission |
| 23 | Bid Processing Fee | The Bidders will have to submit a Bid Processing Fee (Non-Refundable) of Rs.25,000/- (Rupees Twenty Five Thousand Only) in form of Demand Draft from a Nationalized/ Scheduled Bank (excluding Cooperative Banks) payable at Vijayawada along with the RFP in favour of "Amaravati Development Corporation Limited" and payable at Vijayawada. |
| 24 | Bid Security | Rs.30.00 Lakhs (Rupees Thirty Lakhs Only) in the form of either Demand Draft or unconditional and irrevocable 'Bank Guarantee' from a Nationalized/ Scheduled Bank (excluding Cooperative Banks). |
| 25 | Validity for Bid Security | 180 Days from the Bid Submission Date including claim period of 60 Days. |
| 26 | Performance Security (for construction period) | 'Bank Guarantee' towards Performance Security for an amount of Rs.75.00 Lakhs (Rupees Seventy Five Lakhs Only) or 2.5% of the Proposed Project Cost, whichever is higher , shall be submitted to the ADCL within 21 Days from the date of LoA in the format prescribed as part of this RFP. 'Bank Guarantee' will be released on achieving Project Completion. The validity of Performance Security shall be Two (2) Years. |
| 27 | Project Development Fee | Project Development Fee to be paid by the Successful Bidder within 15 Days from the date of issue of Letter of Award (LoA) is Rs.30.00 Lakhs (Rupees Thirty Lakhs Only) or 1% of the Proposed Project Cost, whichever is higher , plus applicable taxes payable to the Amaravati Development Corporation Limited in the form of Demand Draft. <i>(Project Development Fee is towards the Costs incurred by the ADCL for carrying out 'Bid Process' for the selection of Bidder, which includes the Cost of Consultants, Preparation of Bid Documents, Pre-feasibility Studies, Bid Promotion etc., and out of which 50% (0.5% of the Estimated Project Cost) is earmarked for the cost of "Project Monitoring & Supervision</i> |

| S.No | Key Information | Details |
|------------------------|---|--|
| | | <i>Services" payable to the Project Consultants & Advisors during the Project Implementation Period.)</i> |
| 28 | 'Bank Guarantee' towards 'Revenue Share' (for operations period) | The Concessionaire /Successful Bidder shall be required to provide a 'Bank Guarantee' (BG) as security for the payment of the 'Revenue Share' on achieving Commercial Operation Date & before the release of construction period Performance Security. Such BG shall be equivalent to the 'Revenue Share' to be payable by the Selected Bidder for the 5th Year of 'Concession Period' and shall be valid till the end of the 8 th Year of 'Concession Period'. Thereafter, the Concessionaire/Successful Bidder shall submit fresh BGs once in every three Years until the end of the 'Concession Period' |
| Bid Submissions | | |
| 29 | Bid Submissions | Bids shall be submitted in two sealed envelopes, both put together in an "Outer Envelope" as following Envelope 1: Technical Bid- 3 Sets (1 Original + 2 Copies) Envelope 2: Financial Bid |
| 30 | Outer Envelope | Envelope 1: Technical Bid- 3 Sets (1 Original + 2 Copies) 1. Appendix I: Covering Letter Comprising Technical Bid; a) Annexure-I: Details of the Bidder; b) Annexure-II: Technical Capability of Bidder / Consortium Member; c) Annexure-III: Financial Capability of Bidder / Consortium Member; d) Annexure-IV: Proposed Project Components & Project Facilities; e) Annexure-V: Financial Projections as per the Proposed Project Development Plan; 2. Bid Processing Fee - Demand Draft of Rs.25,000/- ; 3. Appendix II: Power of Attorney for Lead Member of Consortium; 4. Appendix III: Power of Attorney for Signing of Bid; 5. Appendix IV: Covering Letter for Submitting Bid Security; 6. Appendix V: Bank Guarantee for Bid Security of Rs.30.00 Lakhs ; 7. Appendix VI: Statement of Legal Capacity Letter; 8. Appendix VII: Letter of Undertaking; 9. Appendix VIII: Letter of Commitment for Payments; 10. Appendix IX: Joint Bidding Agreement of Consotium Members; 11. Proofs for Technical & Financial Capabilities of the Bidder; 12. Signed RFP Document. Envelope 2: Financial Bid 13. Appendix X: Covering Letter for Financial Bid; 14. Appendix XI: Format for Submission of Financial Bid. |

| S.No | Key Information | Details |
|---|---|--|
| 31 | Envelope 1: Technical Bid | <p>Bidders are required to submit Technical Bid in Envelope I of the Bid Submissions as detailed in RFP. The Documents required to be submitted other than those mentioned above are as below:</p> <p>Capability Statements:</p> <p><u>For Experience Criteria</u></p> <ol style="list-style-type: none"> 1. Proof of Project Completion in case of Development/ Construction Experience; And 2. Proof of Operations & Management in case of Operations & Management Experience. <p><u>For Financial Criteria</u></p> <ol style="list-style-type: none"> 1. Audited Annual Accounts of last Three Financial Years; And 2. Auditor's Certificates regarding Financial Details. |
| 32 | Envelope 2: Financial Bid | The Bidders shall be required to submit their Financial Bids in the Format as provided Appendix X & XI duly filled. |
| Bid Evaluation | | |
| 33 | Bid Evaluation | <ul style="list-style-type: none"> ▪ Outer Envelop : Mandatory Compliance ▪ Envelope 1: Compliance - Pass/Fail ▪ Envelope 2: Highest Quote of Revenue for the 5th Year from the date of Agreement |
| 34 | Signing of 'Concession Agreement' | <p>Signing of 'Concession Agreement' shall be executed within 21 Days upon meeting the following LoA conditions:</p> <ol style="list-style-type: none"> 1. Submission of irrevocable and unconditional 'Performance Security' ('Bank Guarantee') within 21 Days of issue of LoA. 2. Payment of 'Project Development Fee' of Rs.30.00 Lakhs or 1% of the Proposed Project Cost, whichever is higher and Six Months of 'Lease Rental Deposit' in accordance with the terms hereof and the LoA, within 15 Days of issue of LoA. 3. Incorporate, within 15 Days of issue of LoA, Special Purpose Company (SPC) under Companies Act, 2013 for the implementation of the Project. |
| Other Details | | |
| 35 | Project Monitoring & Supervision during Construction Period | Technical Consultants shall be appointed by the Authority for Project Supervision & Monitoring Services during Construction Period. However, the Consultancy Fee of Technical Consultants shall be reimbursed by the Concessionaire/Successful Bidder to the ADCL. |
| 36 | Review of Project during Operations | A Techno-Economic Consultant / Chartered Accountant shall be appointed by the Authority to review the Operations of the Project and Accounts of the SPC for ascertaining the Gross Revenue. |
| <p>Note: Amendments/Addendum/Corrigendum, to the RFP if any, <u>shall not be advertised</u> in newspapers, but shall be posted on the websites: www.ccdmc.co.in</p> | | |

Figure 1: Connectivity of Amaravati Capital City



If we look at the 500 km & 250 km radius map, the 'Amaravati Capital City' can be approached from/via Hyderabad, Visakhapatnam, Warangal, Nellore, Chennai, Vijayawada and Guntur.

Distances from various Cities to Amaravati Capital City:

- From Hyderabad – 300 km (Population* - 6.81 million)
- From Vishakhapatnam – 387 km (Population* - 2.036 million)
- From Warangal - 285 km (Population* - 0.81 million)
- From Nellore – 290 km (Population* - 0.60 million)
- From Chennai – 460 km (Population* - 7.088 million)
- From Vijayawada – 18 km (Population* – 1.04 million)
- From Guntur – 40 km (Population* – 0.74 million)

**Note - Population data is as per census 2011*

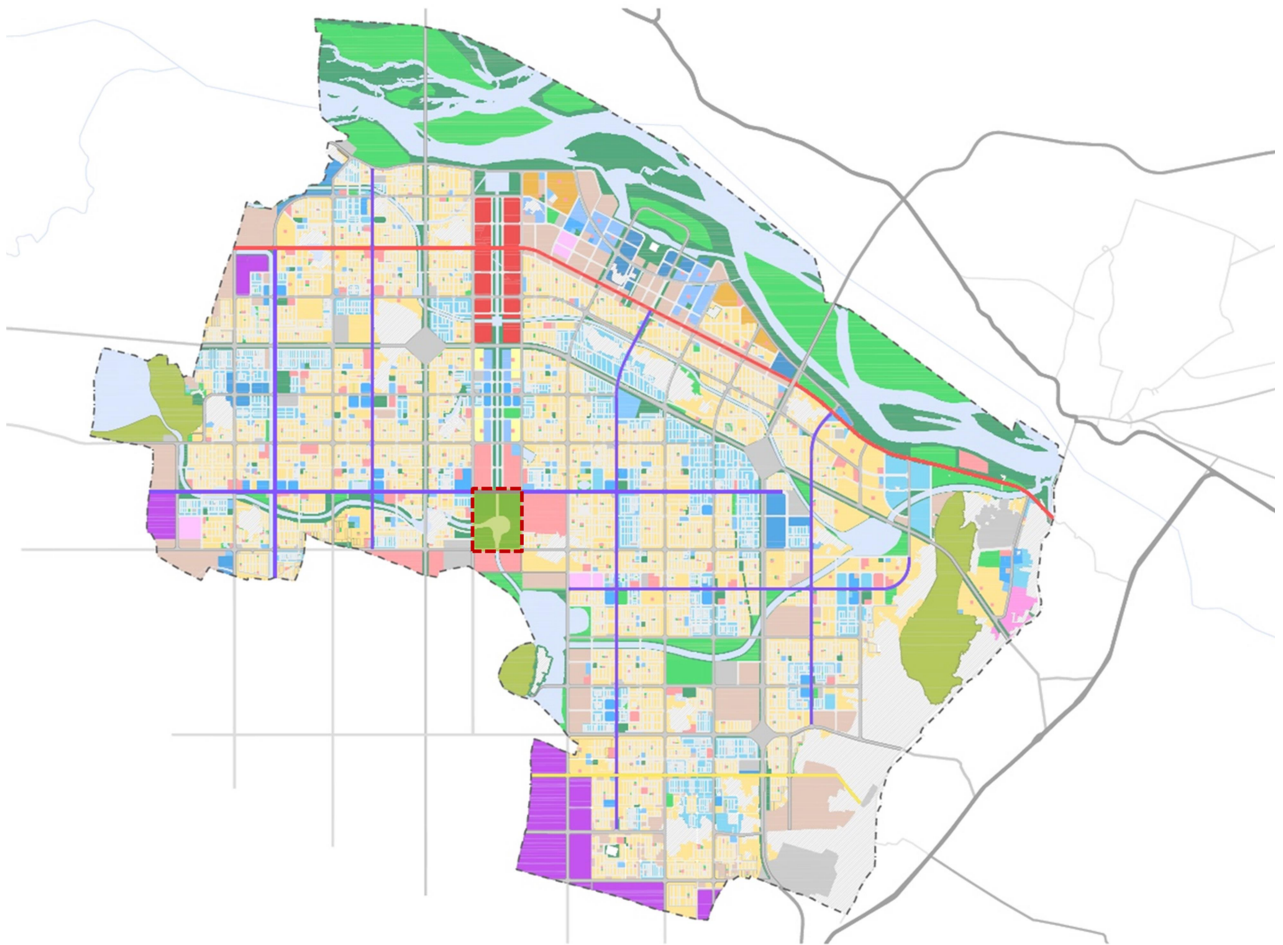
Figure 2: Amaravati Capital City Geographical Location Map



The Urban Agglomerations of Vijayawada and Guntur Cities are the major conurbations of Amaravati Capital Region. The new Amaravati Capital City, Vijayawada and Guntur will grow as 'Tri Cities' in the future due to the close proximity. The diverse economy of these three Cities will complement each other and ultimately emerge as a Mega City.

Currently the Capital City is connected or can be reached by the 'Prakasam Barrage' on the Krishna River that connects Amravati with Vijayawada. The nearest Airport is at Gannavaram, Vijayawada City. The seed access road of the Capital is being developed along with the other priority roads to connect the city in its initial development phase as per the 'Master Plan' of the Amaravati Capital City prepared by the Surbana Jurong, Singapore.

Figure 3: Master Plan of Amravati Capital City



The 'Amaravati Central Park' will be one of the World's largest 'Central Park' built till date and hence will provide the boost to the development of the city and also as per the estimated Population for the City by 2020-25, the Park is going to have a huge footfall.

'Amaravati Central Park' is the most important landmark in the Capital City and only one of the Parks of its type, as seen from the below 'Master Plan'.

The Park lies at the Southern part of the Government Complexes, hosts a lake, also is in direct connectivity with priority roads.

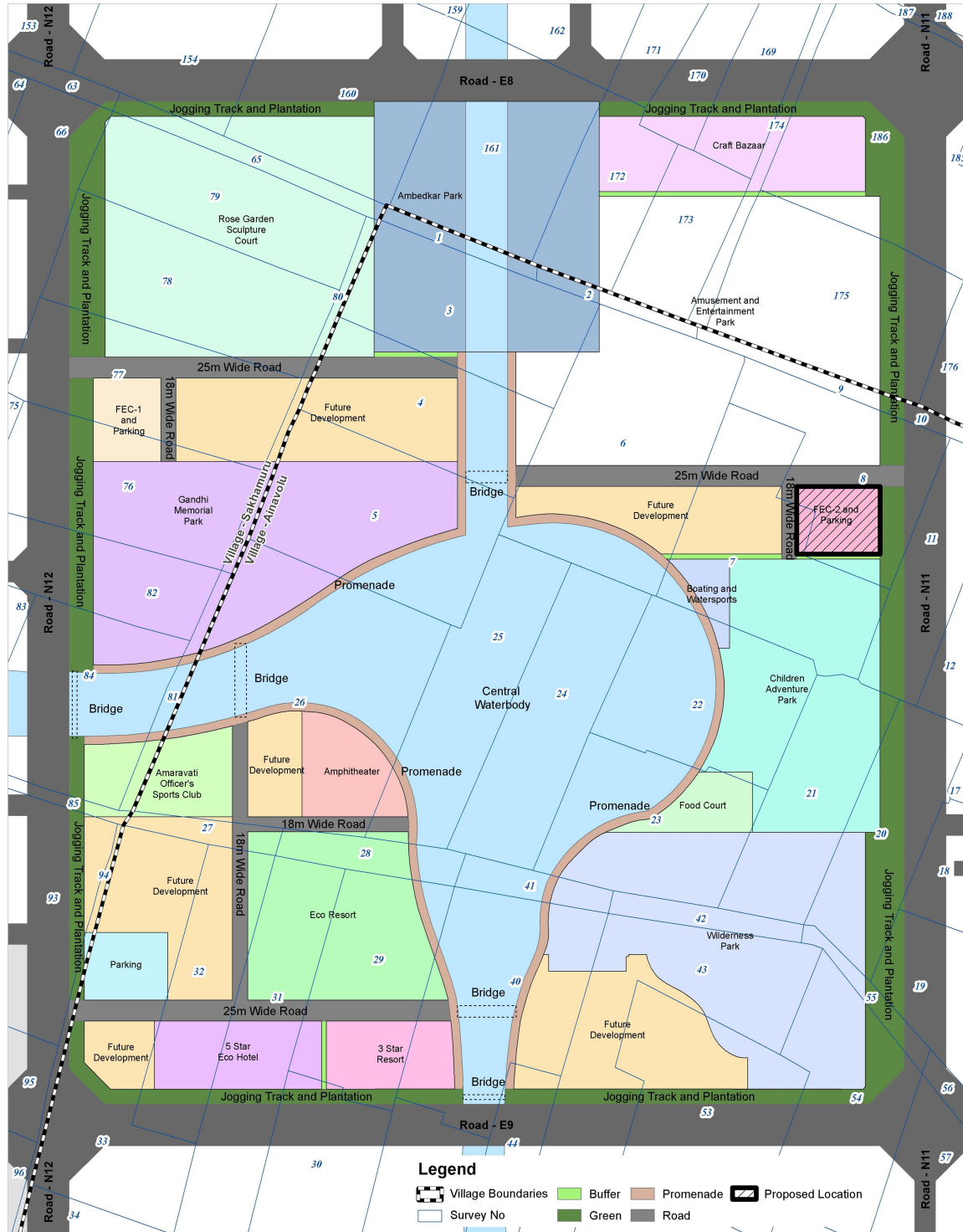
On the 'Master Plan', the site is of strategic importance as the culminating point of important Government axis, housing important State buildings. It is surrounded by various land uses ranging from commercial, residential, institutional as well as other active and passive greens. 'ADCL' has put forth this area under the category of Recreational land use for the development.

Figure 4: Master Plan for 'Amaravati Central Park' - 300 Acres



The above 'Master Plan' illustrates various zones in the 'Amaravati Central Park' that host different type of Tourism, Hospitality, Leisure, Recreation, Adventure and Entertainment activities along with the corresponding areas for the same.

Figure 5: Proposed Site for "Family Entertainment Center" (Abutting Road-N11)



Sakhamuru Park - 300 Acre
FEC-2 with Parking

AMARAVATI DEVELOPMENT CORPORATION LIMITED

Date: 01-05-2018

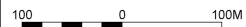
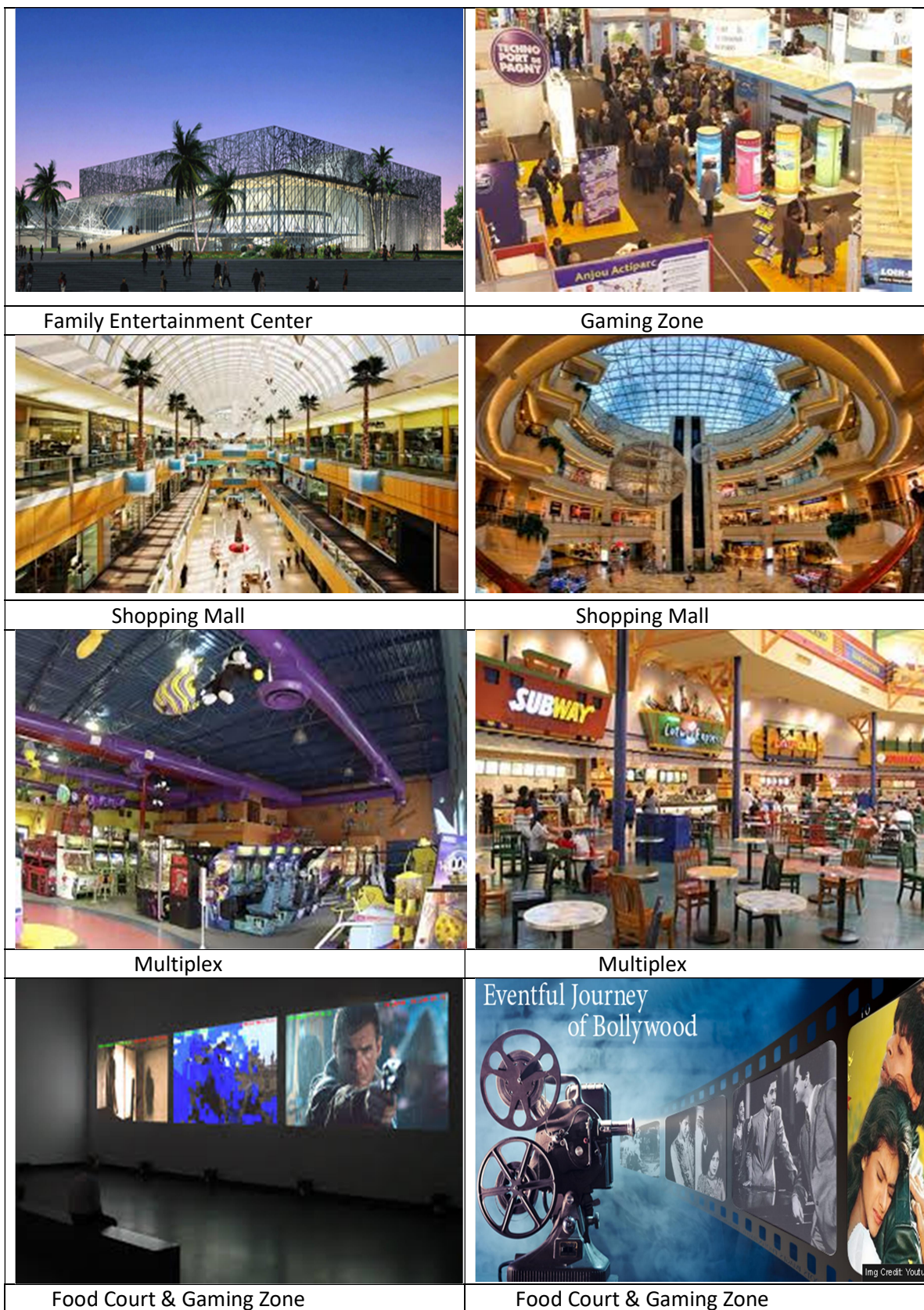


Figure 6: Envisioned "Family Entertainment Center" at 'Amaravati Central Park'.



2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder Bidding individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 2.1.2 Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in this RFP shall be binding on the ADCL nor confer any right on the Bidders, and the ADCL shall have no liability whatsoever in relation to or arising out of any or all contents of the Document(s). The 'Project Feasibility Report' of the Project prepared by the consultants of the ADCL is only a preliminary reference Document for working out the Projections for the preparation of RFP.
- 2.1.3 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'.
- 2.1.4 The Bid should be furnished in the format at Appendix-VIII, clearly indicating the 'Bid Amount' in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The "Revenue Share" to be paid to the ADCL and to be quoted higher than the 'Reserve Amount' of **Rs.26.62 Lakhs (Rupees Twenty Six Lakhs and Sixty Two Thousands only)** for the 5th Year of 'Concession Period' shall be the Bid Parameter.
- 2.1.6 The Bidder shall furnish a Bid Security of **Rs.30,00,000/- (Rupees Thirty Lakhs only)**
- 2.1.7 In accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a 'Bank Guarantee' acceptable to the ADCL, as per format at Appendix-IV.
- 2.1.8 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 ADCL and the Bidder. Where a demand draft is provided, its validity shall not be less than 80 (eighty) Days from the 'Bid Due Date', for the purposes of encashment by the ADCL. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (one hundred twenty) Days from the 'Bid Due Date' except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the 'Concession Agreement'.
- 2.1.9 The Bidder should submit a 'Power of Attorney' as per the format at Appendix-III, authorising the signatory of the Bid to commit for the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-II.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English Language.
- 2.1.13 The Documents including this RFP and all attached Documents, provided by the ADCL are and shall remain or become the property of the ADCL and are transmitted to the

Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other Documents submitted by the Bidders, and the ADCL will not return to the Bidders any Bid, Document or any information provided along therewith.

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

- (i) the Bidder, its Member or Associate (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 sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, Concessional loan or subordinated debt from any other Bidder, its Member or Associate, 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 Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (vi) such Bidder or any Associate thereof has participated as a consultant to the ADCL in the preparation of any Documents, design or technical specifications of the Project.
- 2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the ADCL in relation to the Project is engaged by the Bidder, its Members 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 Selected Bidder or Concessionaire, as the case may be, 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 of the ADCL, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the ADCL may have thereunder or otherwise, the LOA or the 'Concession Agreement', as the case may be, shall be liable to be terminated without the ADCL being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where, the Bidder engaged such adviser, and its Member or Associate in the past but its assignment expired or was terminated prior to the RFP Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) Years from the date of commercial operation of the Project.
- 2.1.16 This RFP is not transferable.
- 2.1.17 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.2 Change in Composition of the Consortium**
- 2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the ADCL during the RFP Stage, only where:
- (a) the Lead Member continues to be the Lead Member of the Consortium;
 - (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Bidders; and
 - (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Bidder/Member/ Associate of any other Consortium Bidding for this Project.
- 2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the ADCL and must be approved by the ADCL in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) Days prior to the 'Bid Due Date'.
- 2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-II, prior to the 'Bid Due Date'.

- 2.2.4 The option of change in composition of the Consortium which is available under Clause 2.2.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the RFP Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no Member of such Consortium shall be a Bidder or the Member of a Consortium which has been pre-qualified.

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder acknowledges that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members and that the Lead Member of the Consortium shall be required to commit to hold a minimum equity stake not less than 26% in the Project SPC and the other Constituent Member of the Consortium, shall be required to commit to individually hold minimum 10% of equity in the Project SPC at all times during a period which shall not be less than five (5) Years from date of signing of 'Concession Agreement' or three (3) Years from COD whichever is later.
- 2.3.2 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 Consortium Member or an Associate 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, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the ADCL forthwith along with all relevant particulars about the same and the ADCL may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the 'Concession Agreement' but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the 'Concession Agreement', be deemed to be a breach of the 'Concession Agreement', and the same shall be liable to be terminated without the ADCL being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the 'Concession Agreement', the ADCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the ADCL under the Bidding Documents and/ or the 'Concession Agreement' or otherwise.

2.4 Cost of Bidding

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

2.5 Site visit and verification of information

- 2.5.1 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.
- 2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
 - (b) received all relevant information requested from the ADCL;

- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the ADCL relating to any of the matters referred to in Clause 2.5.1 above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the ADCL, or a ground for termination of the 'Concession Agreement' by the Concessionaire;
 - (f) acknowledged that it does not have a Conflict of Interest; and
 - (g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3 ADCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the ADCL.
- 2.6 Verification and Disqualification**
- 2.6.1 ADCL reserves the right to verify all statements, information and Documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the ADCL, make available all such information, evidence and Documents as may be necessary for such verification. Any such verification, or lack of such verification, by the ADCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the ADCL thereunder.
- 2.6.2 ADCL 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 ADCL, the supplemental information sought by the ADCL for evaluation of the Bid.
- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the ADCL reserves the right to:
- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.7 and 3.3.8; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the ADCL, including annulment of the Bidding Process.
- 2.6.3 In case it is found during the evaluation or at any time before signing of the 'Concession Agreement' or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the ADCL, that one or more of the pre-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 of the 'Concession Agreement', and if the Selected 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 ADCL to the Selected Bidder or the Concessionaire, as the case may be, without the ADCL being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the ADCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security or both, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the ADCL under the Bidding Documents and/ or the 'Concession Agreement', or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Meeting
- Section 6. Miscellaneous

Appendices and Annexures

- Appendix-I Covering Letter Comprising Technical Bid
- Annexure –I Details of the Bidder
- Annexure –II Technical Capability of Bidder / Consortium Member
- Annexure –III Financial Capability of Bidder / Consortium Member
- Annexure –IV Proposed Project Components & Project Facilities
- Annexure –V Financial Projections as per the Proposed Project Development Plan
- Appendix-II Power of Attorney for Appointing Lead Member of Consortium
- Appendix-III Power of Attorney for Signing of Bid
- Appendix-IV Covering Letter for Submitting Bid Security
- Appendix-V Bank Guarantee' for 'Bid Security'
- Appendix-VI Statement of Legal Capacity Letter
- Appendix-VII Letter of Undertaking by Bidder / Consortium Members
- Appendix-VIII Letter of Commitment for Payments
- Appendix-IX Joint Bidding Agreement of Consortium Members
- Appendix-X Covering Letter for Financial Bid
- Appendix-XI Format for Financial Bid
- Appendix -XII Minimum Development Obligations
- Enclosure Draft 'Concession Agreement'

2.7.2 The draft 'Concession Agreement' and the Project Feasibility Report provided by the ADCL as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the ADCL in writing by speed post / courier/ special messenger and by e-mail in accordance with Clause 1.2.8. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The ADCL shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) Days prior to

the 'Bid Due Date'. The ADCL will upload all the queries and its responses thereto, on the "ADCL Website".

The responses will be uploaded on the 'ADCL Website' as per the indicated schedule after the Pre-Bid Meeting and ADCL will not respond to any Bidder directly. The Bidders are required to send their queries to the following ADCL contact coordinates.

Sri P. Suresh Babu

The Head, Urban Planning & Architecture

Amaravati Development Corporation Limited (ADCL)

Regd. Office: D.No.20-4-15, Flat No.-1G, Ananda Heights,

Beside Prabhas College, Kedareshwarpet, Vijayawada-520003, Andhra Pradesh.

Phones: +91-866-2534575 / 2532539;

Email: sureshbabuhod.adc@ap.gov.in & anubandhh.adc@ap.gov.in

Website: www.ccdmc.co.in

- 2.8.2 ADCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the ADCL 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 ADCL to respond to any question or to provide any clarification.
- 2.8.3 ADCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the ADCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the ADCL.
- 2.9 Amendment of RFP**
- 2.9.1 At any time prior to the 'Bid Due Date', the ADCL 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.
- 2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the ADCL may, in its sole discretion, extend the 'Bid Due Date'.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 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.
- 2.10.2 The Bids along with the related Documents shall be typed or written in legible ink in English and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendment made to the Bid shall be initialed by the authorised person signing the Bid. Supporting Documents and printed literature furnished by the Bidder with the Bid Documents may be in any other language provided that they are accompanied by translation in the English language.

2.11 Sealing and Marking of Bids

- 2.11.1 The Bidder shall submit the Bids in two sealed envelopes, both put together in an "Outer Envelope" as following
- a) **Envelope 1: Technical Bid** (to be marked as "Technical Bid for Family Entertainment Center-2 (Abutting Road-N11)" clearly identifying the name and address of the Bidder and 'Bid Due Date')

b) Envelope 2: Financial Bid (to be marked as **"Financial Bid for Family Entertainment Center-2 (Abutting Road-N11)"** clearly identifying the name and address of the Bidder and 'Bid Due Date')

a) The Content of Envelope 1: Technical Bid- 3 Sets (1 Original + 2 Copies)

1. Appendix-I Covering Letter Comprising Technical Bid
 - a) Annexure -I Details of the Bidder
 - b) Annexure -II Technical Capability of Bidder / Consortium Member
 - c) Annexure -III Financial Capability of Bidder / Consortium Member
 - d) Annexure -IV Proposed Project Components & Project Facilities
 - e) Annexure -V Financial Projections as per the Proposed Project Development Plan
2. Appendix-II Power of Attorney for Appointing Lead Member of consortium
3. Appendix-III Power of Attorney for Signing of Bid
4. Appendix-IV Covering Letter for Submitting Bid Security
5. Appendix-V 15. Bank Guarantee' for 'Bid Security' for **Rs.30.00 Lakhs.**
6. Appendix-VI Statement of Legal Capacity Letter
7. Appendix-VII Letter of Undertaking by Bidder / Consortium Members
8. Appendix-VIII Letter of Commitment for Payments
9. Appendix-IX Joint Bidding Agreement of Consotium Members
10. Bid Processing Fee: Demand Draft for **Rs.25,000/-**
11. Proofs for Technical & Financial Capability of the Bidder / Consortium Member
12. Signed RFP Document

b) The Content of Envelope 2: Financial Bid

Appendix-X Covering Letter for Financial Bid

Appendix-XI Format for Financial Bid

- 2.11.2 A true copy of Documents submitted in Envelope -1 above shall be placed in the hard binding and the pages shall be numbered serially. Two (2) Copies of this Document shall be placed in a separate envelope and marked **"Copy of the Technical Bid"**.
- 2.11.3 All the three envelopes (Technical Bid; Financial Bid and Two (2) Copies of the Technical Bid) as specified above shall be placed in an outer envelope which shall be sealed. This outer envelope shall clearly bear the following identification:
"Bid for the 'Family Entertainment Center-2' (Abutting Road-N11) at 'Amaravati Central Park' in 'Amaravati Capital City' on PPP Mode" and shall clearly indicate the name and address of the Bidder. In addition, 'Bid Due Date' should be indicated on each of the envelope.
- 2.11.4 Each of the envelopes shall be addressed to:

**The Chairperson & Managing Director,
Amaravati Development Corporation Limited (ADCL)
20-4-15, Plot No.1G, Anand Heights,
Kedareswarpet, Beside Prabhas College,
Vijayawada-520003. Andhra Pradesh.**

If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or pre-mature opening of the Bids submitted. Bids submitted by fax, telex, telegram or email shall not be entertained and shall be rejected.

- 2.11.5 If the envelopes are not sealed and marked as instructed above, the ADCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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

2.12 'Bid Due Date'

2.12.1 Bids should be submitted before **16.00 Hours IST** on the 'Bid Due Date' at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

2.12.2 ADCL may, in its sole discretion, extend the 'Bid Due Date' by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

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

2.14 Contents of the Bid

2.14.1 The Bid shall be furnished as per Clause 2.11.1

2.14.2 Generally, the Project will be awarded to the Bidder quoting the highest 'Revenue Share' higher than the minimum stipulated share.

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4 The proposed 'Concession Agreement' shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the ADCL prior to the 'Bid Due Date'. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the 'Bid Due Date'.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the 'Bid Due Date', unless the same has been expressly sought for by the ADCL, shall be disregarded.

2.16 Rejection of Bids

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

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

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) Days from the 'Bid Due Date'. The validity of Bids may be extended by mutual consent of the respective Bidders and the ADCL.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the ADCL in relation to, or matters arising out of, or concerning the Bidding Process. the ADCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. the ADCL 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 ADCL or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

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

D. BID SECURITY

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a 'Bank Guarantee' issued by a nationalised bank, or a Scheduled Bank in India, in favour of the ADCL in the format at **Appendix-IV** (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) Days from the 'Bid Due Date', inclusive of a claim period of 60 (Sixty) Days, and may be extended as may be mutually agreed between the ADCL and the Bidder from time to time. In case the 'Bank Guarantee' is issued by a foreign bank outside India, confirmation of the same by any Nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a Bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 Bid Security can also be in the form of a 'Demand Draft / Bankers Cheque' issued by a Scheduled Bank in India, drawn in favour of "**Amaravati Development Corporation Limited**" and payable at Vijayawada, Andhra Pradesh (the "**Demand Draft/Bankers Cheque**"). the ADCL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the ADCL as non-responsive.
- 2.20.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the ADCL, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the ADCL, and in any case within 60 (Sixty) Days from the 'Bid Due Date'. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the ADCL give the name and address of the person in whose favour the said demand draft shall be drawn by the ADCL for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.20.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the 'Concession Agreement' and furnishing the Performance Security in accordance with the provisions thereof. the ADCL may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the 'Concession Agreement'.
- 2.20.6 ADCL shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the ADCL 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.

- 2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the ADCL under the Bidding Documents and/ or under the 'Concession Agreement', or otherwise, if
- (a) a Bidder submits a non-responsive Bid;
 - (b) 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) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the ADCL;
 - (d) the Selected Bidder 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 therefor in the 'Concession Agreement'.
 - (e) the Selected Bidder, having signed the 'Concession Agreement', commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 ADCL shall open the Technical Bids at **17.00 Hours IST** on the 'Bid Due Date', at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.
- 3.1.2 ADCL will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the ADCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of Responsiveness

- 3.2.1 Prior to evaluation of Bids, the ADCL shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
 - (a) it is received as per clause 2.11
 - (b) it is received by the 'Bid Due Date' including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 3.2.1 ADCL 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 ADCL in respect of such Bid. Provided, however, that the ADCL may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Evaluation of Technical & Financial Criteria

- 3.3.1 In the RFP stage, the Bidders will be invited to submit Detailed Technical & Financial Proposal in respect of the proposed Project in accordance with the Request for Proposal (RFP) Document. During the RFP Stage, Bidders would be expected to examine the Project further and to carry out such studies as may be required to submit Detailed Proposals for the implementation of the Project.
- 3.3.1 The Bidders shall have freedom to formulate the business plan and submit the same as part of Bid, in response to the RFP. Business plan should meet requirements prescribed for executing Project as given in scope of Project
- 3.3.2 The Bidders, Bidding for the proposed project in the RFP Stage shall be evaluated on the basis of Technical and Financial submissions relating to the Project as detailed in the RFP Document. The Criteria on which the Technical and Financial Criteria shall be evaluated and the methodologies for evaluation are as provided in the following Table.
- 3.3.3 Each Bidder will be awarded points for Technical and Financial Criteria based on the fulfillment of each criterion. Each Bidder will be allotted points out of total **100 points** for Technical and Financial Criteria along with Conceptual Plans & Business Model. Maximum Points will be awarded or deducted for each parameter depending on the level of Technical Experience & Financial Capability showcased and Presentation of Conceptual Plans & Business Model. Preference / Weightage will be given to the Bidders scoring overall highest points.

| S. No. | Technical & Financial Criteria along with Conceptual Plan & Business Model | Maximum Points |
|--------|--|-------------------|
| 1. | The Bidder / Consortium Member should have prior experience in Development / Construction of 'Family Entertainment Center' in an area of 2.00 Acres or with a minimum Project Cost of Rs.30.00 Crores, which is already completed and which is into the commercial operations as on the date of issue of this RFP (OR) The Bidder / Consortium Member should have minimum 3 Years experience in Development / Construction of 'Core Infrastructure Development Projects' such as Highways, Expressways, Bridges, Tunnels, Power Plants, Ports, Airports, Metro Rail, IT Parks, Industrial Parks, Shopping Malls & Multiplexes, Commercial & Office Complexes, Townships & Residential Complexes, Super Specialty Hospitals, etc., having a 'Project Cost' of not less than Rs.60.00 Cr., or 200% of the proposed 'Project Cost', whichever is higher, which was commissioned during last 10 Years. | 10 Points |
| 2. | The Bidder / Consortium Member should have minimum 3 Years experience in Operations & Management of similar 'Family Entertainment Center' of the same magnitude during last 10 Years. (Or) Operations & Management of any 'Tourism Infrastructure Project' (As per A.P. Tourism Policy 2015-20) in an area of 2.00 Acres (Or) with a Project Cost of Rs.30.00 Crores during last 10 Years. (OR) The Bidder / Consortium Member should have minimum 3 Years experience in Operations & Management of 'Core Infrastructure Project' with a minimum Project Cost of Rs.60.00 Crores during last 10 Years. | 10 Points |
| 5. | The Bidder / Consortium Member 'Previous Experience' in similar "Family/Urban Entertainment Center" (OR) "Shopping Mall with Multiplex and Food Court & Gaming Zone" | 15 Points |
| 6. | The Bidder / Consortium Member 'Successful Track Record' in 'Tourism Infrastructure Projects' in 'Public Private Partnership' (PPP) Mode | 15 Points |
| 7 | The Bidder / Consortium Members Should have a minimum Average Annual Turn-Over of Rs.7.50 Crores (Rupees Seven Crores and Fifty Lakhs only) or 25% of the proposed Project Cost, whichever is higher, in the past three Financial Years (For Any 3 Financial Years of 2014-15; 2015-16, 2016-17, 2017-18* in a row). | 10 Points |
| 8 | The Bidder / Consortium Members Should have a minimum Net-worth of Rs.7.50 Crores (Rupees Seven Crore and Fifty Lakhs only) or 25% of the proposed Project Cost, whichever is higher, in the preceding Financial Year, as on 31 st March 2017 / 2018, as per the Audited Annual Report for FY.2016-17 / FY.2017-18* | 10 Points |
| 9 | Presentation on the proposed ' Conceptual Plan ' to develop "Family Entertainment Center-2" in "Multi-level Parking Complex" with Shopping Mall, Multiplex, Food Court & Gaming Zone etc., at Amaravati Central Park (Abutting Road-N11) in Amaravati Capital City. | 20 Points |
| 10 | Presentation on the proposed ' Business Model ' with 'Financial Projections & Indicators' for the 'Project Viability & Financial Feasibility' for the "Family Entertainment Center-2" at Amaravati Central Park (Abutting Road-N11) in Amaravati Capital City. | 10 Points |
| | TOTAL POINTS | 100 Points |

(* If Auditing is completed & Returns filed).

3.4 Evaluation Process

- 3.4.1 The 'Technical Committee' constituted by the Board / CMD, ADCL, GoAP., shall carryout the Evaluation of 'Conceptual Plan' and 'Bussiness Model' Presentations. Points will be awarded for each of the "Technical & Financial Criteria" along with "Conceptual Plan & Business Model" of the Bidders as specified in the above Table. *The 'Technical Committee' may opt to inspect a similar project carried out or implemented by the Bidder as "Proof of Concept" (PoC) for evaluating their "Conceptual Plan & Business Model" and award appropriate points.* The Bidders who secure a minimum of **75 points out of 100 points** will be eligible for further process.
- 3.4.2 The 'Technical Proposal' of the Bidders shall be rejected at this stage, if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum 'Technical Score' (**75 points out of 100 points**) indicated in the above Table.
- 3.4.3 Further to the evaluation, if in ADCL opinion, the 'Technical Proposal' is materially deficient or inconsistent in any aspect; the 'Technical Proposal' shall be declared Non-Responsive and shall not be considered for further evaluation.
- 3.4.2 The Bidders securing a minimum of **75 Points out of 100 Points** shall be listed as 'Qualified Bidders' in the Technical Proposal Evaluation. They will be notified and invited for attending the opening of Financial Bid. The 'Financial Bids' of others will be treated as ineligible for further process and their sealed cover containing 'Financial Bids' will be returned to the respective Bidders unopened.

3.5 Financial Bid and Selection of Bidder

- 3.5.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Technical Bid is adjudged as responsive in terms of Clause 3.2.1 and the Bidders who secure a minimum of **75 points out of 100 points** will be eligible for the opening of their Financial Bid. The 'Revenue Share' to be paid to the ADCL and to be quoted higher than the 'Reserve Amount' of **Rs.26.62 Lakhs (Rupees Twenty Six Lakhs and Sixty Two Thousands only)**, for the 5th Year of 'Concession Period' shall be the Bid Parameter subject to the Bidder fulfilling all other requirements of the 'Technical Proposal Evaluation'. The short-listed Bidder from 'Technacal Proposal Evaluation', who quotes the highest 'Revenue Share' offered to the ADCL, shall ordinarily be declared as the 'Selected Bidder' (the **"Selected Bidder"**). In the event that the ADCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.5.2 In the event, two or more Bidders quote the same amount of 'Revenue Share', the Bidder who has prescribed the maximum Project outlay in the Initial Development Plan will be awarded the Project subject to fulfilment of other eligibility. In case of tie among Bidders on the above two criterions, the Bidder with the maximum experience score as mentioned in RFP will be awarded the Project. In case there is a tie among Bidders on all above criterions, a draw of lots will be done to select the Bidder for awarding the Project.
- 3.5.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of Bidding"), the ADCL may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the **"second round of Bidding"**). If in the second round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of Bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of Bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said

- Highest Bidder in the second round of Bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.5.4 In the event that no Bidder offers to match the Highest Bidder in the second round of Bidding as specified in Clause 3.3.7, the ADCL may, in its discretion, invite fresh Bids (the "**third round of Bidding**") from all Bidders except the Highest Bidder of the first round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of Bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of Bidding.
- 3.5.5 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the ADCL to the Selected Bidder and the Selected Bidder shall, within seven (7) Days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the ADCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.5.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the 'Concession Agreement' within 21 Days from the date of issue of LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in 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 ADCL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the ADCL and/ or their employees/ representatives on matters related to the Bids under consideration.
- 3.7 Bid Parameter**
- The Bid Parameter is 'Revenue Share' to be paid to the ADCL and to be quoted higher than the 'Reserve Amount' of **Rs.26.62 Lakhs (Rupees Twenty Six Lakhs and Sixty Two Thousands only)** for the 5th Year of 'Concession Period'. Subsequently, the Selected Bidder/Concessioner shall pay to the ADCL either the 'Revenue Share' Quoted by the Bidder with an annual escalation of 5% (OR) 3% of the Revenue, whichever is higher for that respective year.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the 'Concession Agreement'. Notwithstanding anything to the contrary contained herein, or in the LOA or the 'Concession Agreement', the ADCL 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 or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the ADCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the ADCL under the Bidding Documents and/ or the 'Concession Agreement', or otherwise.
- 4.2 Without prejudice to the rights of the ADCL under Clause 4.1 hereinabove and the rights and remedies which the ADCL 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 ADCL 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 or Concessionaire shall not be eligible to participate in any tender or RFP issued by the ADCL during a period of 2 (two) Years from the date such Bidder or Concessionaire, as the case may be, is found by the ADCL 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.
- 4.3 For the purposes of this Clause 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 ADCL 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 therefrom, before or after the execution thereof, at any time prior to the expiry of one Year from the date such official resigns or retires from or otherwise ceases to be in the service of the ADCL, 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 2.1.15 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 ADCL 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 ADCL 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 MEETING

- 5.1 Pre-Bid Meeting(s) of the Bidders shall be convened at the designated date, time and place as mentioned in schedule of Bidding. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 Bidders are advised to contact the ADCL to indicate whether or not they will attend and, if so, the number of attendees and their names, designation etc., at least two (2) working Days prior to the date of the pre-Bid meeting.
- 5.3 During the course of Pre-Bid Meeting(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the ADCL. The ADCL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.4 The Bidders should submit the queries in writing or by e-mail and the same should reach the ADCL at least two (2) working Days before the pre-Bid meeting along with a soft copy of the same to the ADCL by e-mail.
- 5.5 Minutes of the pre-Bid meeting will be posted on the **ADCL Website: www.ccdmc.co.in**, which will subsequently form an "Addendum" to 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 in the State in which the ADCL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 ADCL, 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 ADCL 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 ADCL, 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.

APPENDICES

APPENDIX – I

COVERING LETTER COMPRISING THE TECHNICAL BID

Date:

To

**The Chairperson & Managing Director,
Amaravati Development Corporation Limited (ADCL)
20-4-15, Plot No.1G, Anand Heights,
Kedareswarpet, Beside Prabhas College,
Vijayawada-520003. Andhra Pradesh.**

Sub: Bid for Development of "Family Entertainment Center-2" in 2.00 Acres at 'Amaravati Central Park' (Abutting Road-N11) in 'Amaravati Capital City' on DBFOT Basis in PPP Mode.

Madam / Sir,

With reference to your RFP Document of Reference No. _____ dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

1. The Bid is unconditional and unqualified.
2. All the information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in last three Years, we/any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum/Corrigendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.1.14 and 2.1.15 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP 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 Clause 4 of the RFP, no person acting for us or on behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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 Clause 2.6 of the RFP Document.
9. I/We believe that we/our consortium/proposed consortium satisfy(ies) the Net Worth criteria and meet (s) the requirements as specified in the RFP Document and are/is qualified to submit a Bid in accordance with the guidelines for qualification of Bidders.
10. I/We declare that we/any Member of the consortium are/is not a Member of a/any other consortium submitting a Bid for the Project.
11. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our associates.
13. I/We further certify that no investigation by any authority is pending either against us or against our Consortium Member/Associates or against our CEO 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. We acknowledge that our Consortium/proposed consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity, the Investment from the Lead Member of the Consortium in the Project shall be more than 26% of the Project Equity for the first five Years of operation of the Project. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the 'Concession Agreement' in respect of Change in Ownership.
16. I/We understand and agree that the minimum 'Project Cost' for aforesaid proposed **"Family Entertainment Center-2"** Project has to be more than the minimum amount prescribed and our offer stand summarily rejected/ disqualified in the event of same being not complied. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in this connection.
17. I/We acknowledge and agree that in the event of a change in control of a Consortium Member/Associate, 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 Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the 'Concession Agreement' but prior to Financial Closure of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the 'Concession Agreement' shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, Indian Companies Act 2013 (OR) Registered Firm and shall incorporate a Special Purpose Company (SPC) as such prior to execution of the 'Concession Agreement'.

19. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the mentioned Project and the terms and implementation thereof.

21. In the event of my/our being declared as the selected Bidder, I/We agree to enter into 'Concession Agreement' in accordance with the draft that has been provided to me/us prior to the 'Bid Due Date'. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

23. I/We have studied all the Bidding Documents carefully and also estimated/surveyed the proposed Project site and other key aspect for development, operation and maintenance of the Project. We understand that except to the extent as expressly set forth in the 'Concession Agreement', we shall have no claim, right or title arising out of any Documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of the contract.

24. I/We submit our Detailed Project Report (DPR)/Initial Development Plan along with the detailed plan drawings and supporting Documents duly signed on each page in a separate envelope marked Technical Proposal for aforesaid "Family Entertainment Center" (Abutting Road-N11) Project.

25. The Additional 'Revenue Share' higher than the minimum stipulated condition has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft 'Concession Agreement', or own estimates of costs, volumes and quality and after a careful assessment of the site and all the conditions that may affect the Bid.

26. I/We offer a Bid Security of **Rs.30,00,000/- (Rupees Thirty Lakhs only)** to the Authority in accordance with the RFP Document.

27. The Bid Security in the form of a Demand Draft/Bankers Cheque / 'Bank Guarantee' is attached.

28. 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 of the Project/Concession is not awarded to me/us or our Bid is not opened.

29. I/We agree to keep this offer valid for 120 Days from the 'Bid Due Date' as specified in the RFP.

30. I/We agree and undertake to abide by all 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:

Place:

Yours faithfully,

Name of the Bidder:

Name and Designation of the Authorised Signatory:

Signature of the Authorised signatory:

Seal of the Bidder/Lead Firm:

ANNEXURE I: DETAILS OF THE BIDDER

| | | | |
|---|--|--|--|
| 1 | (a) | Name of the Firm / Company: | |
| | (b) | Sole Bidder / Lead Member of the Consortium? | |
| | (c) | Legal Status: (Public Limited / Private Limited / Inc. / LLC / Partnership / Proprietorship / Any Other) | |
| | (d) | Registered / Corporate Office Address: | |
| | (e) | Phone Nos.: | |
| | (f) | Fax Nos. | |
| | (g) | Mail Id: | |
| | (h) | Website: | |
| | (i) | Date of Incorporation / Registration | |
| | (j) | Commencement of Business: | |
| | (k) | PAN Card Details: | |
| | (l) | GST Details: | |
| 2 | Brief description of the Company / Firm including details of its Main Lines of Business: | | |
| 3 | Proposed Role and Responsibilities in this Project: | | |
| 4 | Details of the person who will act as the Point of Contact / Communication for the Authority: | | |
| | (a) | Name: | |
| | (b) | Designation: | |
| | (c) | Company: | |
| | (d) | Address: | |
| | (e) | Phone No.: | |
| | (f) | Fax No.: | |
| | (g) | E Mail Id: | |
| 4 | Particulars of Authorised Signatory of the Bidder: | | |

| | | | |
|---|--------------------------|---|--|
| | (a) | Name: | |
| | (b) | Designation: | |
| | (c) | Address: | |
| | (d) | Phone No.: | |
| | (e) | Fax No.: | |
| | (f) | E Mail Id: | |
| 5 | In case of a Consortium: | | |
| | (a) | The information above (1-4) should be provided for all the Members of the Consortium. | |
| | (b) | A copy of the Joint Bidding Agreement should be attached to the Application. | |
| | (c) | Information regarding Role of each Member should be provided as per the Table below: | |

(i) Role of each Member & their Equity Holding in the proposed SPV:

| Sl. No. | Name of Member | Role* | % of Equity in Consortium |
|---------|----------------|-------|---------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

(ii) The following information shall also be provided for each Member of the Consortium:

Name of Bidder / Member of Consortium:.....

| Sl. No. | Criteria | Yes | No |
|---------|--|-----|----|
| 1. | Has the Bidder / Constituent of the Consortium been barred by any Central/ State Govt., or any entity controlled by them, from participating in any Project. | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of Application? | | |
| 3. | Has the Bidder / Constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of contract, in the last three Years? | | |

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

ANNEXURE II: TECHNICAL CAPABILITY OF BIDDER / CONSORTIUM MEMBER**SCHEDULE 1: Development / Construction Experience In Similar Tourism Infrastructure Project
(Family Entertainment Center)**

| Project Name & Location | Type of Project | Project Cost | Project Area | Date of Completion of Project | Proof of Project Cost & Completion Enclosed (Yes/ No) |
|----------------------------|-----------------|----------------|--------------|----------------------------------|---|
| | | INR. in Crores | (Acres) | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note: The date of commencement and completion of the project and Investment made on the Project needs to be certified by the Auditors of the Company.

FORMAT OF CERTIFICATE FOR DEVELOPMENT / CONSTRUCTION EXPERIENCE

This is to certify that, M/s. (Name of the Bidder / Consortium Member) has promoted and developed / constructed (Title and Nature of the Project) with a total Investment of Rs..... Crores.

We further certify that the Project was commissioned on..... (Date) and completed on (Date) and M/s. (Name of the Bidder / Consortium Member) held % of the Equity Capital in the Project as on the Date of Commissioning.

**Signature of the Auditors
(With Seal and Registration No.)**

Signature:

Name:

Regn. No.:

Designation:

Company:

Seal:

Date:

ANNEXURE II: TECHNICAL CAPABILITY OF BIDDER / CONSORTIUM MEMBER

**SCHEDULE 2: Operation & Management Experience In Similar Tourism Infrastructure Project
(Family Entertainment Center)**

| Project Name & Location | Type of Project | No. of Years of Operation & Management | Project Revenues in past Five Years | Proof of Experience & Revenues Enclosed (Yes/No) |
|-------------------------|-----------------|--|-------------------------------------|--|
| | | | | |
| | | | | |
| | | | | |

Notes: The Project Operation & Management and Annual Turnover of the Project needs to be certified by the Auditors of the Company.

FORMAT OF CERTIFICATE FOR OPERATION & MANAGEMENT EXPERIENCE

This is to certify that, M/s. (Name of the Bidder / Consortium Member) has Operated & Managed (Title and Nature of the Project) from the Year to Year

We further certify that the Revenues from this Project furnished above are correct and factual.

Signature of the Auditors
(With Seal and Registration No.)

Signature:

Name:

Regn. No.:

Designation:

Company:

Seal:

ANNEXURE II: TECHNICAL CAPABILITY OF BIDDER / CONSORTIUM MEMBER**SCHEDULE 3: Development / Construction Experience In Core Infrastructure Projects**

(Highways, Expressways, Bridges, Tunnels, Power Plants, Ports, Airports, Metro Rail, IT Parks, Industrial Parks, Shopping Malls & Multiplexes, Commercial & Office Complexes, Townships & Residential Complexes, Super Specialty Hospitals, etc.)

| Project Name & Location | Type of Project | Project Cost | Project Area (Acres) | Date of Completion of Project | Proof of Project Cost & Completion Enclosed (Yes/ No) |
|-------------------------|-----------------|----------------|-------------------------|----------------------------------|---|
| | | INR. in Crores | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note: The date of commencement and completion of the project and Investment made on the Project needs to be certified by the Auditors of the company.

FORMAT OF CERTIFICATE FOR DEVELOPMENT / CONSTRUCTION EXPERIENCE

This is to certify that, M/s. (Name of the Bidder / Consortium Member) has promoted and developed / constructed (Title and Nature of the Project) with a total Investment of Rs..... Crores.

We further certify that the Project was commissioned on..... (Date) and completed on (Date) and M/s. (Name of the Bidder / Consortium Member) held % of the Equity Capital in the Project as on the Date of Commissioning.

Signature of the Auditors
(With Seal and Registration No.)

Signature:

Name:

Regn. No.:

Designation:

Company:

Seal:

Date:

ANNEXURE III: FINANCIAL CAPABILITY OF BIDDER / CONSORTIUM MEMBER

SCHEDULE 4: Format for Providing Turnovers & Networth of the Bidder / Consortium Member

Turnover Details of M/s. :

| Description | Last Three Financial Years (As Per Audited Annual Accounts) | | |
|-----------------------|---|--------------|--------------|
| | Year 2014-15 | Year 2015-16 | Year 2016-17 |
| Operating Revenue | | | |
| (Add) Other Revenue | | | |
| Total Turnover | | | |

Net-worth Details of M/s. :

| Description | Last Financial Year (As on 31 st March 2017) |
|--|--|
| Subscribed Share Capital | |
| (Add) Paid-up Share Capital | |
| (Add) Free Reserves | |
| (Subtract) Revaluation Reserves + Miscellaneous Expenditure not written off + Reserves not available for distribution to Equity Shareholders. | |
| Net-worth | |

Note: The Net-worth of the Bidder / Consortium Members needs to be certified by the Auditors of the Company.

1. In case of Bidder being a Consortium, the above data shall be submitted for the Lead Member and all the other members.
2. The Sole Bidder /Consortium shall submit Audited Annual Accounts of the Lead Member and each of the Other Members in support of the financial data
3. The above data must be submitted for all Consortium Members or Sole Bidder as the case may be duly certified by Auditor.

We certify that the Turnover and Net-worth details of M/s..... furnished above is correct and factual.

Signature of the Auditors (With Seal and Registration No.)

Signature:

Name:

Regn. No.:

Designation:

Company:

Seal:

ANNEXURE IV: PROPOSED PROJECT COMPONENTS & PROJECT FACILITIES*

SCHEDULE 5: Format for Providing Proposed Project Components for "Family Entertainment Center-2" (Abutting Road-N11)

| S.No. | Type of Facility | Description of the Facilities & State-of-the Art Equipment | Development Area in Sq.Mt | Construction Area in Sq.Mt. | Estimated Capital Cost (Rs. Crore) |
|---|------------------|--|---------------------------|-----------------------------|------------------------------------|
| A. Family Entertainment Center Project Components | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| Sub Total (A) | | | | | |
| B. Hospitality & Leisure Project Components | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| Sub Total (B) | | | | | |
| C. Basic Facilities, Amenities & Utilities | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| Sub Total (C) | | | | | |
| D. Landscaping, Urban Spaces, Green Belt Development, Eco-frendly Project Components etc. | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| Sub Total (D) | | | | | |
| E. Core Infrastructure, Internal Transport, Water Conservation, Solar Power & Best Practices | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| Sub Total (E) | | | | | |
| Total (A+B+C+D+E) | | | | | |

* Presentation on the 'Project Development Plan' for setting-up of World-class "Family Entertainment Center" in "Multi-level Parking Complex" with Shopping Mall, Multiplex, Food Court & Gaming Zone etc., at 'Amaravati Central Park' (Abutting Road-N11) in 'Amaravati Capital City'.

ANNEXURE V: FINANCIAL PROJECTIONS AS PER THE PROPOSED PROJECT DEVELOPMENT PLAN

INSTRUCTION TO BIDDERS

1. Bidders will have to submit financial Projection for a period of 25 Years from the date of COD.
2. The format in which the Projections are to be presented is enclosed.
3. In addition to the enclosed formats the Bidders will have to submit the following financial statements as part of the Initial Development Plan
 - a. Depreciation Statement(s)
 - b. Term Loan Disbursement, Repayment & Interest Statement
 - c. Projected Balance Sheet
 - d. Projected Fund Flow Statement
 - e. Projected Working Capital Requirement
 - f. Breakeven (BE) Analysis (BE at Installed capacity, BE at Capacity Utilization, Sales Breakeven)
 - g. Debt Service Coverage Ratio (DSCR – Gross & Net)
 - h. Internal Rate of Return
 - i. Return on Investment
 - j. Net Present Value (25 Years)
4. All the above Projections are to be submitted for a period of 25 Years
5. Further the Bidders will have to submit the Breakup of each of the capital cost towards Civil works, Equipment, Other Assets

Note: Bidders shall consider 3% of the Revenue as ‘Revenue Share’, for their Financial Projections. However, the ‘Revenue Share’ offered by the Bidder in absolute terms should be quoted in the ‘Financial Bid’ only and should not be indicated anywhere else in the Bid Documents.

ANNEXURE V: FINANCIAL PROJECTIONS AS PER THE PROPOSED PROJECT DEVELOPMENT PLAN

SCHEDULE 6: Project Cost & Means of Finance

a) Project Cost:

| Sl. No. | Cost Head | Cost (In Crore) | Instruction to Bidders |
|-----------|----------------------------------|-----------------|---|
| 1 | Land | --- | Not Applicable |
| 2 | Land development | | Break up and Basis of Cost to be Enclosed |
| 3 | Civil Cost | | Break up and Basis of Cost to be Enclosed |
| 4 | Equipment / Machinery | | Break up and Basis of Cost to be Enclosed |
| 5 | Miscellaneous Fixed Assets | | Break up and Basis of Cost to be Enclosed |
| 6 | Contingencies | | Basis of Cost to be Enclosed |
| 7 | Preliminary Expenses | | Break up of Cost to be Enclosed |
| 8 | Pre-Operative Expenses | | Break up of Cost to be Enclosed |
| 9 | Margin Money for Working Capital | | |
| 10 | TOTAL | | |

b) Means of Finance:

| Sl. No. | Cost Head | Cost (In Crore) | Instruction to Bidders |
|----------|----------------------------------|-----------------|---|
| 1 | Equity | | |
| 2 | Term Loan | | |
| 3 | Other (Please Mention Source) | | Break up and Basis of Cost to be Enclosed |
| 4 | TOTAL | | |

ANNEXURE V: FINANCIAL PROJECTIONS AS PER THE PROPOSED PROJECT DEVELOPMENT PLAN
SCHEDULE 7: Profit & Loss Account

| Rs in Crore | | | | | | |
|-------------|--|------|------|----|----|-------|
| Sl.No. | Particulars | FY 1 | FY 2 | .. | .. | FY 25 |
| 1 | Gross Revenue | | | | | |
| 2 | Less Taxes | | | | | |
| 3 | Net Revenue | | | | | |
| 4 | Variable Expenses | | | | | |
| 4.1 | Manpower (Wages and Salaries) | | | | | |
| 4.2 | Power and Utilities | | | | | |
| 4.3 | Raw Material & Consumable | | | | | |
| 4.4 | O&M | | | | | |
| 4.5 | Revenue Share Payable to ADCL @ 3% of Revenue. | | | | | |
| 4.6 | Others (If any) | | | | | |
| | Total Variable Expenses | | | | | |
| 5 | Fixed Expenses | | | | | |
| 5.1 | Lease Rental | | | | | |
| 5.2 | Administrative | | | | | |
| 5.3 | Sales | | | | | |
| 5.4 | Franchisee Fees | | | | | |
| 5.5 | Others (If any) | | | | | |
| | Total Fixed Expenses | | | | | |
| 6 | PBIDT | | | | | |
| 7 | Interest | | | | | |
| 7.1 | Interest on Term Loan | | | | | |
| 7.2 | Interest on Working Capital | | | | | |
| 8 | Depreciation | | | | | |
| 9 | PBT | | | | | |
| 10 | Tax | | | | | |
| 11 | PAT | | | | | |
| 12 | Cash Accruals | | | | | |

Note:

- The assumptions for Revenue and expenditure should be furnished separately.
- Calculation sheets of Breakeven Point, Debt Service Coverage Ratio (DSCR), Internal Rate of Return (IRR), Net Present Value (NPV) should be submitted separately.
- Projected Balance Sheet and Cash Flow Statements should be submitted along with the above Profit and Loss Account and Viability Ratios.
- Bidders shall consider 3% of the Revenue as 'Revenue Share' for their Financial Projections.

APPENDIX-II[§]

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

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

Whereas the (the "**Authority**") has invited Bids from pre-qualified and short-listed parties for the Project (the "**Project**").

Whereas,, and (collectively the "**Consortium**") being Members of the Consortium are interested in Bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected Documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

[§] ***To be submitted in original.***

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

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

Witnesses:

1.

2.

Notes:

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

APPENDIX-III

POWER OF ATTORNEY FOR SIGNING OF BID[§]

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

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project proposed or being developed by the (the "Authority") including but not limited to signing and submission of all applications, Bids and other Documents and writings, participate in Bidders' and other conferences and providing information / responses to the ADCL, representing us in all matters before the ADCL, signing and execution of all contracts including the 'Concession Agreement' and undertakings consequent to acceptance of our Bid, and generally dealing with the ADCL 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 ADCL.

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, 20.....

For.....

(Signature, Name, Designation and Address)

Witnesses:

1.

2.

Accepted

Notarised

**(Signature, Name, Designation and Address
of the Attorney)**

[§] To be submitted in original.

Notes:

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

**APPENDIX-IV
COVERING LETTER FOR SUBMITTING BID SECURITY**

Date:

**The Chairperson & Managing Director,
Amaravati Development Corporation Limited (ADCL)
20-4-15, Plot No.1G, Anand Heights,
Kedareswarpet, Beside Prabhas College,
Vijayawada-520003. Andhra Pradesh.**

Sub: Bid for Development of “Family Entertainment Center-2” in 2.00 Acres at ‘Amaravati Central Park’ (Abutting Road-N11) in ‘Amaravati Capital City’ on DBFOT Basis in PPP Mode – Submission of Bid Security.

Madam / Sir,

As a part of the Bid for Development of “**Family Entertainment Center-2(Abutting Road-N11)**” in 2.00 Acres at ‘Amaravati Central Park’ in ‘Amaravati Capital City’ on DBFOT Basis in PPP Mode, we hereby submit the ‘Bid Security’ for **Rs.30.00 Lakhs (Rupees Thirty Lakhs Only)** in the form of irrevocable and unconditional Bank Guarantee/Demand Draft from _____ Bank (which is a Nationalised/Scheduled Bank (Not a Co-Operative Bank)) in favour of “Amaravati Development Corporation Ltd.” and operable at Vijayawada. This Bid Security shall be independent of the validity of the Bid and Concession Agreement between ADCL and the Bidder and shall be honoured by the issuing banks irrevocably.

We agree that in the event of any breach or non-performance of the following terms and conditions contained in the RFP document ADCL is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

- (1) If we withdraw our Bid during the period of Bid Validity as specified in the RFP; or
- (2) If we refuse to accept the correction of errors in our Bid; or
- (3) If we submit a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by ADCL, or
- (4) If we, having been notified of the acceptance of our Bid by the ADCL during the period of Bid validity;
 - (a) fail or refuse to execute the Concession Agreement in accordance with the RFP documents; or
 - (b) fail or refuse to pay the interest free ‘Advance Lease Rental Deposit’ equalling to ‘Six Months Lease Rentals’, ‘Project Development Fee’ and submit ‘Performance Security Bank Guarantee’, in accordance with the RFP documents;

Yours faithfully,

**Signature of Authorised Signatory
(Name, Title, Address, Date)**

APPENDIX-V

'BANK GUARANTEE' FOR 'BID SECURITY'

(On Requisite Stamp Paper)

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on [DBFOT Basis in PPP Mode] basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related Documents including without limitation the draft 'Concession Agreement' (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the ADCL an amount of Rs. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the ADCL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the ADCL is disputed by the Bidder or not, merely on the first demand from the ADCL stating that the amount claimed is due to the ADCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) Days from the 'Bid Due Date' inclusive of a claim period of 60 (Sixty) Days or for such extended period as may be mutually agreed between the ADCL 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 ADCL shall be the sole judge to decide as to whether the Bidder

is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the ADCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the ADCL 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 ADCL shall be entitled to treat the Bank as the principal debtor. the ADCL 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 ADCL, and the Bank shall not be released from its liability under these presents by any exercise by the ADCL 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 ADCL or any indulgence by the ADCL to the said Bidder or by any change in the constitution of the ADCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the ADCL 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 ADCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the ADCL in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. Crores (Rupees Crores only). The Bank shall be liable to pay the said amount or any part thereof only if the ADCL 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 Authorised Official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-VI

STATEMENT OF LEGAL CAPACITY LETTER

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

Date:

**The Chairperson & Managing Director,
Amaravati Development Corporation Limited (ADCL)
20-4-15, Plot No.1G, Anand Heights,
Kedareswarpet, Beside Prabhas College,
Vijayawada-520003. Andhra Pradesh.**

Sub: Bid for Development of “Family Entertainment Center-2” in 2.00 Acres at ‘Amaravati Central Park’ (Abutting Road-N11) in ‘Amaravati Capital City’ on DBFOT Basis in PPP Mode – Statement of Legal Capacity.

Madam / Sir,

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

We have agreed that, M/s. _____ (*insert member’s name*) will act as the Lead Member of our Consortium.*

We have agreed that Mr./Ms. _____ (*insert individual’s name*) will act as our representative / will act as the representative of the Consortium on its behalf* and has been duly authorised to submit the RFP and required submissions. Further, the authorised signatory is vested with requisite powers to furnish such letters and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory

For and on behalf of

(Name, Title, Address, Date)

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

APPENDIX-VII

LETTER OF UNDERTAKING

[To be furnished by the Bidder, in case of Consortium to be given separately by all Members on their Letterheads]

Date:

**The Chairperson & Managing Director,
Amaravati Development Corporation Limited (ADCL)
20-4-15, Plot No.1G, Anand Heights,
Kedareswarpet, Beside Prabhas College,
Vijayawada-520003. Andhra Pradesh.**

Sub: Bid for Development of “Family Entertainment Center-2” in 2.00 Acres at ‘Amaravati Central Park’ (Abutting Road-N11) in ‘Amaravati Capital City’ on DBFOT Basis in PPP Mode – Letter of Undertaking.

Madam / Sir,

We confirm that, we are not barred by Government of Andhra Pradesh (GoAP), any other State Government in India (SG) or Government of India (GoI), or any of the Agencies of GoAP/SG/GoI from participating in any category of Infrastructure Projects in PPP Mode (Construction, BOT or otherwise) as on _____ (Bid Due Date).

Yours faithfully,

**Signature of Authorised Signatory
(Name, Title, Address, Date)**

Yours faithfully,

**Signature of Authorised Signatory
(Name, Title, Address, Date)**

APPENDIX-VIII

LETTER OF COMMITMENT FOR PAYMENTS

[On the Letterhead of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

Date:

The Chairperson & Managing Director,
Amaravati Development Corporation Limited (ADCL)
20-4-15, Plot No.1G, Anand Heights,
Kedareswarpet, Beside Prabhas College,
Vijayawada-520003. Andhra Pradesh.

Sub: Bid for Development "Family Entertainment Center" in 2.00 Acres at 'Amaravati Central Park' (Abutting Road-N11) in 'Amaravati Capital City' on DBFOT Basis in PPP Mode – Commitment for Payments.

We _____ (the "Member"), / [Our Consortium consisting of the following Members (the "Member")];

1. [Lead Member M/s.];
2. [Member 1 M/s.];
3. [Member 2 M/s.];

have submitted our Bid for the development of "Family Entertainment Center" (Abutting Road-N11) in 2.00 Acres at 'Amaravati Central Park' in 'Amaravati Capital City' on DBFOT Basis in PPP Mode

We hereby write to inform you that, if we / [the Consortium] are / [is] short-listed as the 'Selected Bidder' for implementing the project, we / [the Lead Member of the Consortium] shall pay / submit the following Amounts / Bank Guarantees to ADCL, GoAP.

1. Interest free 'Advance Lease Rental Deposit' equalling to 'Six Months First Year Lease Rentals' and 'Project Development Fee' of **Rs.30.00 Lakhs (Rupees Thirty Lakhs only) or 1% of the Proposed Project Cost, whichever is higher**, within 15 Days of issue of Lol in the form of Demand Draft drawn on any Nationalised/ Scheduled Bank (other than Co-Operative Banks).
2. Performance Security in the form of unconditional and irrevocable Bank Guarantee favouring "Amaravati Development Corporation Ltd." for **Rs.75.00 Lakhs (Rupees Seventy Five Lakhs only) or 2.5% of the Proposed Project Cost, whichever is higher**, within 21 Days from the date of issue of Letter of Award.

Yours faithfully,

Signature of Authorised Signatory
(Name, Title, Address, Date)

APPENDIX-IX

JOINT BIDDING AGREEMENT OF CONSORTIUM MEMBERS

(In case the Bidder being a Consortium)

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

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

AMONGST

1., a Company incorporated under the Companies Act, 1956/2013 (or) a Registered Firm vide registration no. dated, by the (Registration Authority) 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., a Company incorporated under the Companies Act, 1956/2013 (or) a Registered Firm vide registration no. dated, by the (Registration Authority) and having its registered office at (hereinafter referred to as the "**Second Part**") which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3., a Company incorporated under the Companies Act, 1956/2013 (or) a Registered Firm vide registration no. dated, by the (Registration Authority) and having its registered office at (hereinafter referred to as the "**Third Part**") which expression shall, unless repugnant to the context include its successors and permitted assigns)*

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

WHEREAS,

The Amaravati Development Corporation Limited (ADCL), represented by the Chairperson & Managing Director, and having its principal office at "D.No.20-4-15, Flat No.-1G, Ananda Heights, Beside Prabhas College, Kedarewaraopet, Vijayawada, Andhra Pradesh 520003" (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 proposals (the "**Proposals**") by its 'Request for Proposal' No. dated (the "RFP") for the selection of Bidders for Development of Project at 'Amaravati Central Park' in 'Amaravati Capital City' in Andhra Pradesh (the "**Project**") through Public Private Partnership (PPP) Mode.

- A. The Parties are interested in jointly Bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in

respect of the Project, and

- B. It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the RFP.

NOW IT IS HEREBY AGREED as follows:

- **Definitions and Interpretations**

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

- **Consortium**

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

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

- **Covenants**

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

- **Role of the Parties**

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

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

- The roles and responsibilities of the Members of the Consortium shall be as follows:

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

(i)

(ii)

(iii)

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

(i)

(ii)

(iii)

c. The Party of the Second Part shall be responsible for:

(i)

(ii)

(iii)

- **Joint and Several Liability**

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

- **Shareholding in the SPV**

- a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
 1. First Party:
 2. Second Party:
 3. Third Party:
- b. The Parties undertake that, they shall collectively hold an equity shareholding of 100% (hundred per cent) of the subscribed and paid up equity of the SPV, until date of execution of the 'Concession Agreement' and thereafter at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV, at all times until the third anniversary of the date of commencement of commercial operations of Phase I of the Project.
- c. The First Party, Lead Member of the Consortium, shall be required to hold an equity shareholding of at least 26% (twenty Six per cent) of the subscribed and paid up equity share capital of the SPV, until three Years from the date of commencement of commercial operations of Phase-I of the Project.
- d. The Parties, {First/Second/Third} whose experience and net-worth have been reckoned for the purposes of qualification and short-listing of Bidders for participation in the RFP Stage for the Award of the Project, shall hold a minimum of 26% (twenty Six per cent) of the subscribed and paid up equity share capital of the SPV, at all times until the third anniversary of the date of commencement of commercial operations of Phase I of the Project.
- e. The Parties also undertake that, each of the Parties specified in Clause d above shall hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the 'Total Project Cost', at all times until three Years from the date of commencement of commercial operations of Phase I of the Project.
- f. The Parties also undertake that, other Members of the Consortium shall hold a minimum of 10% (ten per cent) of the subscribed and paid up equity share capital of the SPV at all times till the third anniversary of the date of commencement of commercial operations of Phase I of the Project.
- g. In addition to the above, the Parties undertake that they shall comply with all equity lock-in

requirements set forth in the RFP and more particularly the Concession Agreement.

- **Representation of the Parties**

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

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and Board Resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental Concession, 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.

- **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will

stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

- **Miscellaneous**

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIRST PART (LEAD MEMBER):

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as Resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX-X

COVERING LETTER FOR THE FINANCIAL BID

To
The Chairperson & Managing Director,
Amaravati Development Corporation Limited (ADCL)
20-4-15, Plot No.1G, Anand Heights,
Kedareswararaopet, Beside Prabhas College,
Vijayawada-520003. Andhra Pradesh.

Madam / Sir,

Sub: Bid for Development of “Family Entertainment Center-2” in 2.00 Acres at ‘Amaravati Central Park’ (Abutting Road-N11) in ‘Amaravati Capital City’ on DBFOT Basis in PPP Mode – Covering Letter.

Please find attached our Financial Bid for Development “Family Entertainment Center” (Abutting Road-N11) in 2.00 Acres at ‘Amaravati Central Park’ in ‘Amaravati Capital City’ on DBFOT Basis in PPP Mode.

I/We confirm that the Financial Bid submitted herein above will remain valid till _____ (mention the validity period which should be more than 120 Days).

Yours faithfully,

Signature of Authorised Signatory
(Name, Title, Address, Date)

Dated _____ Day of _____ 2018.

APPENDIX-XI

FORMAT FOR FINACIAL BID

(To be provided on the Letterhead of the Bidder)

To
The Chairperson & Managing Director,
Amaravati Development Corporation Limited (ADCL)
20-4-15, Plot No.1G, Anand Heights,
Kedareswararaopet, Beside Prabhas College,
Vijayawada-520003. Andhra Pradesh.

Madam / Sir,

Sub: FINANCIAL BID for Development of "Family Entertainment Center-2" in 2.00 Acres at 'Amaravati Central Park' (Abutting Road-N11) in 'Amaravati Capital City' on DBFOT Basis in PPP Mode.

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. In response to the RFP document, I/ We hereby offer to pay to the ADCL, GoAP, the Revenue Share of Rs. _____ (in figures) Rupees _____ (in words), which is higher than the reserve amount of **Rs.26.62 Lakhs (Rupees Twenty Six Lakhs and Sixty Two Thousands only)**, for the base Year (i.e 5th Year of Concession Period).
3. We further agree that the 'Revenue Share' quoted above will be paid from 5th Year to 33rd Year of the Concession Period with an **Annual Increment of Five Percent (5%) Year on Year**. We also hereby agree to pay to ADCL, GoAP, either the 'Revenue Share' quoted (including Annual Escalation) or **Three Percent (3%) of the Revenue, whichever is higher for that particular Year**.
4. 1/ 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.
5. I/ We believe that we/ our Consortium satisfy(s) the Technical & Financial Criteria and meet(s) the requirements as specified in the RFP document.
6. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/any other Consortium submitting the Bid for this Project.
7. The Revenue Share (Absolute Terms) has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, 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.

8. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
9. I/We (the Consortium Members) agree and undertake and severally liable for all the obligations of the Authorisee under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
10. We abide by the above offer/ quote as per terms of the RFP, if ADCL ment selects us as the Preferred Bidder. We also understand that, in case any differences between the quoted amount in words and figures, the highest amount will be considered as our quote towards Revenue Share.
11. We Accept that:
 - a) Payment of the Revenue Share as quoted above shall be paid by us in quarterly instalments, payable on or before 30th of the last Month of the Quarter.
 - b) The balance if any, between the Revenue share quoted in absolute figures and the percentage(s) share of Revenue on actual basis shall be paid within 30 Days from the date of approval of Annual Accounts by the **ADCL** for each Year.

Yours faithfully,

Signature of Authorised Signatory
(Name, Title, Address, Date)

Dated _____ Day of _____ 2018.

APPENDIX-XII

MINIMUM DEVELOPMENT OBLIGATIONS

The proposed **Family Entertainment Center* (FEC)** at Amaravati Central Park in Amaravati Capital City is primarily positioned as "**Multi-level Parking Complex**" for 'Amaravati Central Park' with Lifestyle, Retail, Hospitality, Leisure & Entertainment Project Components such as Shopping Mall, Play / Gaming Zones, Multiplex, Food Court & Restaurants etc., for Commercial Viability & Feasibility.

* A Family Entertainment Center (FEC), also known as Indoor Amusement Park or Indoor Theme Park is an "Amusement Park", oriented towards families with small children to teenagers to all age groups. FECs are generally small compared to full-scale Amusement Parks, with fewer attractions, a lower per-person per-hour cost to consumers than a traditional Amusement Park. FECs are sometimes called Family Amusement Centers, Play Zones, Family Fun Centers, or simply Fun Centers or Gaming Zones. Urban Entertainment Centers (UECs) are with more customized and Branded Attractions and Retail Outlets and are associated with major Entertainment Companies.

Proposed Specifications for 'Family Entertainment Centre-1' (Abutting Road-N11)

- ❖ Green Rated Building and Architectural Design Concepts shall be on par and in tune with the Amaravati Capital City in consultation with the ADCL.
- ❖ Air-conditioned Building and Provision to Air-condition all Shops.
- ❖ Magnificently Landscaped Atrium with Multi-level Visibility.
- ❖ Escalators, Glass Elevators, High Speed Lifts & Large Goods Elevators.
- ❖ State-of-the-art finishes for Interior, Exterior Wall Surfaces and World-class Superior Quality Flooring.
- ❖ Spacious Rest Rooms & Civic Amenities in all floors.
- ❖ Advanced Fire Detection & Fire Fighting systems as per Norms and CCTV and Security Systems.
- ❖ Integrated Building Management System, Public Address System & Piped Music.
- ❖ Ample Parking as per the Applicable Norms for Shopping Malls & Multiplexes.
- ❖ 'Multi-level Parking' accessible to all Floors and direct accessibility to Multiplex Floors.
- ❖ Forced Ventilation System in Basement Floors.
- ❖ Special Facilities for Specially Abled Persons.
- ❖ Waste Disposal Systems and Usage of Biodegradable & Eco Friendly Materials.
- ❖ Landscaping with Water Bodies and Rain Water Harvesting Facilities.
- ❖ Eco Friendly and non-CFL Air Conditioning Systems and Cold Storages.
- ❖ Uninterrupted Power Supply Arrangements and Pollution-free Stand-by Generators.
- ❖ Business Center with Internet Facilities and Banking & ATM Facilities.
- ❖ Qualified & Trained Staff for all operations and Professional Management.

Proposed Total Built-up Area: 1,50,000 Sft.

Parking Space: 1,00,000 Sft. (66% of the Built-up Area as per the applicable Building Regulations & Norms).

Parking Space shall be accessible to all the Visitors & Tourists of 'Amaravati Central Park' to accommodate a minimum of 500 Cars & 1000 Two-wheelers. The Selected Bidder / Developer may opt for a separate or independent "Multi-level Parking Complex", subject to the applicable Building Regulations & Norms.

As per the 'Soil Test Reports' obtained by the ADCL from the Geo-Technical Engineering Consultants for the proposed Site, the Bidders can go upto 2 Levels of Cellar Parking.

Commercial Space: About 50,000 Sft. Commercial Place consists of Shopping Mall, Multiplex, Food Court & Restaurants and Gaming Zone etc., and any other related Project Components in Hospitality, Leisure, Recreation, Adventure, Amusement & Entertainment Sectors.

The Applicable Building Regulations for the proposed area is APCRDA Zoning Regulations 2016.

The ‘Project Development Plan’ for setting-up of World-class “Family Entertainment Center-2” in “Multi-level Parking Complex” with Shopping Mall, Multiplex, Food Court & Gaming Zone etc., at ‘Amaravati Central Park’ (Abutting Road-N11) shall adhere to the following guidelines.

Subject to the MDOs and RFP Specifications, the Developers shall be free to implement their own concept & design with the approval of ADCL and taking into consideration all the applicable Bylaws/Norms & Regulations as applicable for the Project site.

20-25% of the development (**Parking Component**) shall be completed within **12 Months**. shall be completed within **12 Months** and rest of the **‘Shopping Mall, FEC with Multiplex & Food Court Components’** shall be completed within **24 Months** from the date of signing of ‘Concession Agreement’. Total project duration shall be **Two (2) Years** and any further extension due to any unforeseen & unavoidable circumstances shall be considered by the ADCL with mutual consent.

Adopt Water Conservation, water recycling & reuse, rainwater harvesting, zero discharge of waste water and storm water; and also incorporate Energy efficient designs & utilities, as and where applicable as suitable to the Concessionaire/Bidder.

Maintain very high quality standards and services at the ‘Family Entertainment Center’ premises to the visitors of the Amaravati Central Park. The Project shall be user friendly and provide eased access to differently-abled persons to the Project facilities, as and where possible at the discretion of the Concessionaire.

Integrated Online Building Permission Management System shall be utilised by the Concessionaire for Plan approvals from AP CRDA. All the applicable statutory approvals and clearances from the State & Centre Governments is the responsibility of the Concessionaire/Bidder and ADCL will extend the required support.

Under no circumstances shall these facilities be converted for any other commercial or residential or any other purposes other than the project components specified for “Family Entertainment Center” in this RFP Document.

Project Specific Development Obligations for Family Entertainment Center-2 (Abutting Road-N11)

- (i) The Bidder should provide detailed proposals for different activities as proposed by them.
- (ii) ‘Family Entertainment Center’ should be developed suitable for all age groups.
- (iii) Power backup to be maintained for the smooth operation of the ‘Family Entertainment Center’.
- (iv) Greenery and pathways to be maintained by the Bidder, for which a conceptual layout design to be submitted and Garbage disposal plan details to be provided.
- (v) Signage Plan with number of boards, direction boards, information boards etc.
- (vi) Qualified Site-in- charge Personnel to be deployed.
- (vii) The Developer shall maintain public liability insurance and ‘Tie-up’ with a hospital shall be maintained for any emergency.
- (viii) Building Development Regulations shall be as per the ‘Zoning Regulations 2016’ of AP CRDA and Implementing Policy is ‘Tourism Policy 2015’ of Govt. of A.P. (G.O.Ms.No.9 Dated 12-06-2015 & G.O.Ms.No.5 Dated 03-06-2016).
- (ix) ADCL shall Monitor & Supervise the Project throughout the implementation period with the help of experts and consultants from the relevant sector.
