



## **APTDC – RFP FOR PROCUREMENT OF CONTAINER WITH INTERIORS**

### **DISCLAIMER**

This Tender Document for “**Procurement of Container (Size 40’X8’X8’6” height) for APTDC**” contains brief information about the Organization & its activities, Requirements & Specifications of Container, the Qualification Requirements and the Selection process for the successful Bidder. The purpose of this tender document is to provide Bidders with information to assist the formulation of their bid application (the ‘**Application**’).

The information contained in this tender Document or subsequently provided to Interested parties (the “**Bidder(s)**”), in writing by or on behalf of Andhra Pradesh Tourism Development Corporation Limited (APTDC) is provided to the Bidder(s) on the terms and conditions set out in the tender documents and any other terms and conditions subject to which such information is provided.

This tender Document does not purport to contain all the information that each Bidder may require. This tender Document has been prepared with a view to provide the relevant information about the Container requirements & specifications for APTDC and has not been prepared keeping in mind the investment objectives, financial situation and particular needs of each Bidder. The APTDC advises the Bidders to conduct their own investigations and analysis and satisfy themselves of the accuracy, reliability and completeness of the information in this tender Document and to obtain independent advice from appropriate sources. The APTDC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy reliability or completeness of the information provided in this tender Document.

This tender may not be appropriate for all persons, and it is not possible for APTDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender and obtain independent advice from appropriate sources.

Information provided in this tender document 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. APTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Intimation of discrepancies in the tender Document, if any, may be given, by the Bidders, to the office of the APTDC immediately. If APTDC receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the tender document.

This tender Document is not an agreement and is not an offer or invitation by APTDC to any other party. The terms on which the Container shall be purchased and the right of the successful Bidder, shall be as set out in separate agreements executed between APTDC and the successful Bidder in the format broadly set out herein. APTDC 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 tender document.



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

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

APTDC 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 tender document. APTDC reserves the right to accept or reject any or all Applications without giving any reasons thereof. APTDC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this tender Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid. All such costs and expenses will remain with the Bidder and APTDC 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. The word “Bid” and “Tender” is used interchangeably in the document.



## SECTION 1

### PROJECT BACKGROUND

#### 1. PROJECT BACKGROUND

##### 1.1. Introduction

1.1.1 Andhra Pradesh Tourism Development Corporation Limited is a government of Andhra Pradesh Undertaking functioning under the Tourism Department, Government of Andhra Pradesh, aimed at promoting and managing tourist destinations and packages, to facilitate tourist's inflow from all over India and abroad.

1.1.2 As part of its existing mandate, Andhra Pradesh Tourism Development Corporation Limited (APTDC) has also undertaken additional infrastructure development to offer different services which gives sustainable additional revenue to the corporation, and on the other hand it also provides incentive for private sector Hotels. Through this tender APTDC intends, to select a '**Fabricator**' for the Procurement of Container (**Size 40'X8'X8'6" height**) to deploy in Rishikonda beach/Beach resort wherever APTDC intends.

1.1.3 This Project is envisaged to diversify the tourism services offered by the Corporation to supplement its revenue and to provide additional entertainment option to the tourists visiting this state. An information document covering details of the instant proposal may be downloaded from the website **www.aptdc.gov.in**.

1.1.4 APTDC Ltd. intends to procure 01 number of Container which is to be deployed at the location shown by APTDC at Rishikonda Beach resort, of Vishakapatnam Dist.

1.1.5 The work will be awarded to the successful Bidder on the basis of the rate quoted by them (subject to Bidder fulfilling the Eligibility Criteria, as laid down in this tender document)



## **SECTION 2**

### **NOTICE INVITING BID**

#### **2.0 Notice Inviting Bids**

2.1 APTDC Ltd. intends to procure **01** no. Container (**Size 40’X8’X8’6” height**) which is to be deployed at Rishikonda Beach resort as per the site shown by departmental officer.

2.2 APTDC invites offline Bids from any reputed fabricators for Drawing & Design, Development, Fabrication and Delivery of the Container. The selected Bidder should Submit/obtain drawing & design approval, fabrication related necessary clearances and approvals from APTDC on their own and the fabrication shall have be done under the supervision of the Agency/ officer deputed by APTDCL

#### **2.3 Deemed Knowledge and Disclaimer:-**

2.3.1 APTDCL shall receive offline Bids pursuant to this tender document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by APTDCL. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to ascertain on its own responsibility, information, technical data, traffic data, market study, etc. on his own.

2.3.2 The Bidder hereby admits, agrees and acknowledges that APTDCL has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the instant proposal of purchasing Container including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Bidder for the Proposal.

#### **2.4 Salient features of bidding Process:**

- a) APTDCL has adopted offline bidding process for declaration of a Selected Bidder for each schedule to grant rights under the Construction for the Container.
- b) The details of bidding process are provided in Section 3.
- c) Schedule of bidding process for RFP:



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Publishing date	20.09.2018
Cost of Tender Document (Non refundable)	Rs.2,000/-
Last Date & Time of submission of sealed bids (Proposal due date)	25.09.2018 -15.00 Hrs,
Date & Time of opening of bids	25.09.2018 (As per the decision of the tender committee)
Mail id/Phone	<b>se@aptdc.in /ce@aptdc.in 0866-2552969</b>
Authority and place for submission of bid document cost and seeking clarifications	<b>The Superintending Engineer/Chief Engineer APTDC Ltd., 5<sup>th</sup> floor, Stalin Corporate Vijayawada 520007</b>



## **SECTION 3**

### **REGULATION OF BIDS**

#### **3.1 GENERAL**

3.1.1 APTDCL invites offline Bids from eligible Bidders in terms of eligibility criteria as specified in this document to procure One **(01)** no of Container of **Size 40'X8'X8'6" height**.

3.1.2 The information submitted in the tender document will form the basis for evaluating the Bidders. The Bidders may participate in the Bid process as per the instructions given in this tender document

3.1.3 From amongst the Bidders fulfilling the Eligibility Criteria, as laid down in this tender document, the tender shall be awarded to the Selected Bidder on the basis of the lowest rate quoted by the Selected Bidder.

3.1.4 The intending Bidder must read the terms and conditions carefully.

3.1.5 Information and instructions for tenderers posted on website shall form part of tender documents

3.1.6 The tender document can be seen and downloaded from website [www.aptdc.gov.in](http://www.aptdc.gov.in)

3.1.7 Tender Document can only be submitted along with technical bid and is mandatory documents towards cost of Bid Documents

3.1.8 Tenderer must ensure to quote rate both in words and figures in financial proposal including taxes (The tax component must be shown separately but must be inclusive as per the format given in this document).

#### **3.2 Downloaded Tender Documents:**

3.2.1 The complete bid document can be downloaded from the website of [www.aptdc.gov.in](http://www.aptdc.gov.in) The Demand draft towards cost of bidding fees for Rs. 2,000/- must be submitted along with the technical bid for evaluation before the opening of the bids failing which the bid shall be rejected out rightly. However, the bidder must pay balance EMD at the time of agreement totaling to 2.5% of the quoted value/order value. No tampering, alteration or changing of the contents of the Bid documents is permissible. The APTDCL shall not be responsible for any printing error while downloading the documents.

#### **3.3 Queries in Tender Documents and Amendments**

3.3.1. Bidders may send their queries, if any, to SE and CE, APTDCL in writing/mail not later than the date specified under the bid schedule of Section-II of tender documents (Mail ids [se@aptdc.in](mailto:se@aptdc.in) and [ce@aptdc.in](mailto:ce@aptdc.in) ). APTDCL 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, however, no queries received after prescribed date shall be entertained by the APTDCL.

3.3.2 At any time prior to the Proposal Due Date, APTDCL may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by a bidder, modify the tender document through the issuance of an addendum/corrigendum. This shall be uploaded on the website stated in 3.1.6 and shall be binding upon all the bidders.

3.3.3 In order to give the Bidders reasonable time to take an addendum into account, or for any other reason, the APTDCL may, at its discretion, extend the Proposal Due Date.

3.3.4 The Response to queries/ addendums (if any) will be uploaded on [www.aptdc.gov.in](http://www.aptdc.gov.in) and the Bidders are advised to keep a regular check on the website for any such updates.

#### **3.4 Pre-bid Meeting**

3.4.1 Participating Pre-Bid meeting/submission of quarries is optional.

3.4.2 APTDCL shall conduct a pre-bid meeting on the date and location specified under the bid schedule of Section-II of tender document for the purpose of providing clarification and answering the queries of the prospective Bidders.



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3.4.3 The tenderer is requested to submit any question in writing or by facsimile, to reach APTDCL not later than the last date of seeking clarification as mentioned in key details of NIT.

3.4.4 Any modification of the Tender Documents, which may become necessary as a result of the Pre-Tender meeting, shall be made by the APTDCL exclusively through the issue of an Addendum/corrigendum pursuant to Clause 3.3 above.

3.4.5 The intending bidders has to submit the detail drawings including profile, plan, section etc, for scrutiny by the technical team at the time of entering the agreement. Approved drawings will be studied and intimated to the bidders.

### **3.5 ELIGIBILITY CRITERIA**

Only reputed firms having sufficient experience in fabricating/Supply of Container are eligible to participate in the tender

The Bidder shall meet the following minimum Eligibility Criteria (the “**Eligibility Criteria**”):

3.5.1 A Bidder must have:

- Two years experience in fabrication and supply of Container.
- Executed similar nature of works to the tune of at least 5 lacs on an continuously for the past three years
- IT, VAT, GST registration/Clearance for the past three years
- Firm registration certificate
- Turnover of Rs. 10 lakhs on an average for the last three financial years

For the purpose of evaluation of bidder’s qualifications, documents in support of the following details must be submitted.

#### **Statement -I**

Details of building of Container and magnitude carried out (Purchase order copies/ Agreement to be enclosed/Completion certificates/Satisfactory certificate/Appreciation letter) along with documentary evidence of satisfactory performance. The tenderer shall have necessary infrastructure required for building/Supply of Container.

#### **Statement-II**

Details of works tendered and work on hand with value of work.

#### **Statement -III**

Details of Yard, Machinery, Tools, & Moulds, Space for construction available with the tenderer for use in this work

#### **Statement -IV**

Details of technical personnel of the tenderer along with names, Educational qualifications and experience

#### **Statement-V**

General arrangement drawings must be enclosed for guidance

#### **Statement-VI**

Proofs of GST/VAT registration, Yard facilities, Firm registration, latest Income tax clearance certificate at least for the past three years must be enclosed

#### **Statement-VII**



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Financial statements of the company as well as letter from the banks regarding credentials of the bidder. Bank solvency is required to produce for minimum 10 lacs. The bidder must submit the business turnover particulars of last 3 years.

3.5.2 Consortiums are not allowed.

3.5.3 The minimum average annual turnover of a Bidder should be Rs 10,00,000/- (Rs. Ten Lakhs Only) for the preceding three financial years as per the audited balance sheets of the Bidders. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as nonresponsive.

### **3.6. LANGUAGE AND CURRENCY**

3.6.1 The Bid and all the related correspondence and documents shall be written in English language only.

3.6.2 The currency for the purpose of the Bid shall be the Indian National Rupee (INR).

### **3.7. TENDER SECURITY**

3.7.1 The successful Tenderer shall submit the tender document fees and submit the hard copy in shape of demand draft in the name of APTDC Limited at the time of tenders.

3.7.2 Any Tender not having an acceptable Tender fees shall be rejected by the APTDCL considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender Fees/Security.

3.7.3 The Tender Fees/Security of the successful Tenderer shall not be returned.

3.7.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer.

3.7.5 The Tender Security shall be forfeited:

- if the Bidder withdraws its Bid during the interval between the Bid Due Date and the expiration of the Bid Validity Period
- if the Selected Bidder fails to make the payments within the time specified in this tender document, or any extension thereof granted by APTDCL
- if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Security Deposit within the time specified or extended by the APTDCL
- if the Tenderer does not accept the arithmetic corrections to his Tender price, as per the relevant clause in the Tender document.





### **3.8 SECURITY DEPOSIT**

**3.8.1** The Security Deposit will be 10% of the total work order value and the same will be deducted from each bill. The tender security of the successful bidder will be adjusted towards Security Deposit.

**3.8.2** The said Security Deposit will be kept valid till the final settlement of accounts which shall be done in maximum of 180 days of the end of the execution period.

### **3.9 PROPOSAL PREPARATION COST**

The Bidder shall be solely responsible for all the costs associated with the preparation of its Bid and its participation in the bidding process, including all types of due diligence that may be required for the process. The APTDCL shall not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

### **3.10 VALIDITY OF OFFER**

**3.10.1** The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the Bid Due Date (“Proposal Validity Period” or “Bid Validity Period”). APTDCL reserves the right to reject any Bid that does not meet this requirement. APTDCL may however request the Bidders to extend the validity of their Bids for a specified additional period.

**3.10.2** A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its tender security for the relevant period of extension.

**3.10.3** The Bid Validity Period of the Selected Bidder shall stand extended till the date of execution of the Work.

### **3.11 PREPARATION AND SUBMISSION OF PROPOSAL**

The Bids should be submitted in the forms prescribed under this section, and the relevant Annexure.

**3.11.1** The completed Bids shall be accepted only up to the date and time as specified in under the bid schedule of Section-II of tender document. Bids have to be submitted to APTDC in person or by post. APTDC will not be responsible for any delay in receipt of bid.

**3.11.2** The Bidders shall furnish the information strictly as per the formats given in this document without any ambiguity. The APTDCL shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.

**3.11.3** Deleted

**3.11.4** Deleted



**3.11.5 Deleted**

**3.11.6** The Proposal shall be submitted duly signed by the Authorized Signatory in unequivocal acceptance of all the terms and conditions of this Bid Document. All the alterations, omissions, additions, or any other amendments made to the Proposal shall mandatorily be initialed by the Authorized Signatory.

**3.11.7** All the witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Bid Documents shall be dated.

**3.11.8** Bidders are required to submit the Original tender document after downloading from the website which must be signed on each page in acceptance of all the terms and conditions of the Bid Document.

**3.12 SUBMISSION OF BIDS**

**3.12.1 ALL** bidders should submit the bid Document cost and tender Fees/Security (Originals) to the office of the Superintending Engineer, APTDCL as specified in bid document.

**3.12.2** The technical package/qualification documents shall be submitted physically in the office of the Superintending Engineer, APTDC, Stalin Corporate, 5<sup>th</sup> floor, Vijayawada, and shall contain the following: Letter of Application and Interest, General Information of the Bidder, Summary of Financial Capability, Power of Attorney for Signing Of the Application, Affidavit, Original RFP Document duly signed (on each page) by an authorized representative as a token of acceptance of all the terms and conditions. Drawing and design of the proposed Container considering the location of our proposed placement container in Andhra Pradesh.

**3.12.3** The Financial Proposal (as per Annexure) shall be submitted in a separate sealed cover.

**3.12.4** Tenders received after due date and time of submission shall not be accepted.



### **3.13 BIDDER'S RESPONSIBILITY**

**3.13.1** It would be deemed that prior to the submission of the Bid, the Bidder has made a complete and careful examination of a) The requirements and other information set forth in this tender document. b) The various aspects of the offer (i) Project area, existing facilities, the access to the roads and the utilities; (ii) All other matters that might affect the Bidder's performance under the terms of this tender, including all risks, costs, liabilities and contingencies associated with the project c) All the Bids shall be signed by the Bidder or the duly authorized signatory of the Bidder. d) Bidder shall visit the Project Site at its own cost before submitting the Bid.

**3.13.2** APTDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. The Bids that are not substantively responsive to the requirements of this tender document shall be rejected as non responsive.

### **3.14 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

**3.14.1** No Proposal shall be modified or withdrawn by the Bidder after the Bid Due Date.

**3.14.2** Withdrawal of a Bid during the interval between Bid Due Date and the expiration of the Bid Validity Period would result in the automatic forfeiture of the tender Bidding fees/security.

### **3.15 OPENING OF BIDS**

**3.15.1** The Technical Package of all tenderers who have submitted a valid tender Bidding fees/security and cost of tender document shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of the Superintending Engineer, APTDCL, 5<sup>th</sup> floor, Stalin Corporate, Autonagar, Vijayawada. Tenderers may visit APTDCL website to know latest Technical Opening information after completion of opening process. Tenderers can also see the Technical Sheets (check-list) of other tenderers after completion of opening process by log-in into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Government of Andhra Pradesh, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.

**3.15.1 (a)** If the documents do not meet the requirements of the APTDCL, a note will be recorded accordingly by the Tender Opening Authority.

**3.15.1 (b)** The tenderers name, details of the tender security and such other details as the APTDCL or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

**3.15.1 (c)** The signed financial package which tenderer have submitted in a separate cover will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant to the tender



conditions will be opened. The time of opening of financial package shall be informed through website only. Tenderers can visit to APTDCL website [www.aptdc.gov.in](http://www.aptdc.gov.in) for further information.

**3.15.2** The APTDCL reserves the right to reject any Proposal and forfeit the tender security, if

- a) It is not signed, sealed and marked as stipulated in Clause 3.15.
- b) The information and documents have not been submitted as requested and in the formats specified in the tender document.
- c) There are inconsistencies between the Proposal and the supporting documents.
- d) It does not mention the validity period as set out in Clause 3.13.
- e) It provides the information with material deviations, which may affect the scope or performance of the Project.
- f) There are conditions proposed with the Technical and/or Financial Proposals.

**3.15.3** A material deviation or reservation is one:

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) which limits in any substantial way, inconsistent with the tender document, the APTDCL's rights or the Bidder's obligations, or
- c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- d) No request for modification or withdrawal shall be entertained by APTDCL in respect of such Proposals.

### **3.16 RESPONSIVENESS OF BIDS**

**3.16.1** Before evaluation of Bids, APTDCL will determine whether the Bid is responsiveness to the requirements of Bid Documents. A Bid/Proposal shall be considered 'responsive' only if:-

- i) it is received by the deadline for submission of Bid/Proposal;
- ii) It contains information complete in all respect as required in the Bid Documents(in the formats specified);
- iii) it is signed, sealed and marked as stipulated;
- iv) it is accompanied by receipt of Bid Document Fee;
- v) it is accompanied by the acceptable tender security/ Bid Security;



- vi) it is accompanied by the relevant Power(s) of Attorney(ies) and Undertakings as specified in Bid Forms;
- vii) The document is accompanied by the Checklist as prescribed.

**3.16.2** If any of the above criteria is not fulfilled, in any manner whatsoever, the proposal shall be treated as non-responsive. The decision of APTDCL on the responsiveness of the Bid shall be final and conclusive and binding on the Bidder and shall not be called into question by any Bidder on any ground whatsoever. Any Bid/Proposal which is non responsive shall be rejected.

**3.16.3** To facilitate checking the responsiveness and evaluation of Bids, APTDCL may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by APTDCL for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its Bid shall be liable to be rejected. In case it is not rejected, APTDCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding.

**3.16.4** No Bidder shall however have the right to give any clarification unless asked for by APTDCL, in any manner whatsoever, with the bidding process, to intervene in, any manner whatsoever, in the bidding process.

### **3.17 EVALUATION OF BIDS**

#### **Evaluation of Technical Proposals**

The Bids of the Bidders shall be evaluated in two stages, "Technical Qualification" will first be evaluated which will cover following items:

**3.17.1** First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form as stated in above Clause. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of technical evaluation will be done as per above clauses mentioned in the document.

**3.17.2** Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated above shall be rejected by APTDCL and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**3.17.3** If any tender is rejected, pursuant to above paragraph, the Financial Package of such tenderer shall not be opened.

**3.17.4** The decision of the APTDCL as to which of the tenders are not substantially responsive shall be final.

**3.17.5** In case of those Bidders who have not met the eligibility criteria then the Financial Bids of such tenderer shall not be opened.

**Evaluation of Financial Proposals**

**3.17.6** All technically acceptable tenders will be eligible for opening of their financial proposals. APTDCL shall notify all technically qualified Tenderers to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending Tenderers.

**3.17.7** The Bidders with the lowest Bid may also be requested to make a presentation at their own cost, for clarifications, additional information on Bidder's capability, concept plan and the business proposal in this regard to APTDCL. APTDCL may seek further clarifications and make suggestions in respect of the proposal which should not in any manner effect a change in the rate quoted by such Bidder and also should not constitute any material deviation affecting the relative position of any Bidder and also should not be inconsistent in any substantial way with the Bid Documents. The Bidder shall be obliged to incorporate these suggestions in his planning/proposals.

**3.17.8** The arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid shall be rejected & the EMD/Tender fees shall be forfeited.

**3.17.9** The Bidder found eligible and quoting the lowest rate in its Proposal shall normally be declared as the Selected Bidder for the Project.

**3.17.10** In the event of two or more Bidders quoting same amount in financial proposal for the Project, APTDCL may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the lower amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.

**3.17.11** However, the confirmation of the lowest Bid shall be at the sole discretion of the APTDCL who does not bind itself to confirm to the lowest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.

**3.17.12** Further, in the event of the lowest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the "First Round of Bidding"), APTDCL without being under any obligations to do so, may, at its sole discretion, either invite the next lowest Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid lowest Bidder for the Project or annul the bidding process as deemed appropriate by APTDCL in its sole discretion,.

**3.17 RIGHT TO REJECT BIDS**

**3.17.1** APTDCL reserves the right to reject any Bid if it is of the opinion that the Bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the Project. The discretion of the competent authority of APTDCL in this respect shall be final and binding on all the Bidders.



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**3.17.2** APTDCL reserves the right to reject any/all Bids including the lowest Bid or withdraw the Bid at any stage without assigning any reasons whatsoever. Nothing contained herein shall confer a right upon a Bidder or any obligation upon APTDCL.

**3.17.3** The Bidder hereby voluntarily and unequivocally agrees that APTDCL shall not be under any obligation or be liable for any acceptance, rejection or annulment of any/all Bids and the Bidder shall not to seek any claims, damages, compensation or any other consideration whatsoever on this account, from APTDCL.

### **3.18 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS**

If it is discovered at any point of time that any Bidder has suppressed any facts or has given a false statement or has made any misrepresentation or has committed a fraud or has violated any of the terms of this Bid, the Bid shall be disqualified by APTDCL.

### **3.19 DISPUTES**

**3.20.1** All disputes between the successful Bidder and APTDCL shall be settled as per the Dispute Resolution procedure. During the bidding process, no dispute of any type would be entertained. Even in such cases where APTDC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

**3.20.2** The Courts at Vijayawada/High court of AP shall have the sole & exclusive jurisdiction to try all the cases arising out of this tender document.

### **3.21 CONFIDENTIALITY**

**3.21.1** The information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. APTDCL will treat all the information submitted as part of all the proposals in confidence and will insist that all that have access to such material treat it in confidence. APTDCL will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure or due to statutory compliances.

### **3.22 ACCEPTANCE OF THE OFFER**

**3.22.1** After the Bids are accepted by the Competent Authority of APTDCL, the LOA shall be issued to the Selected Bidder.



**3.23 EXECUTION AGREEMENT**

**3.23.1** The Selected Bidder shall be required to deposit the requisite Security Deposit to the APTDCL within 7 days of issue of the LOA.

**3.23.2** The formal Agreement shall be executed within a period of 7 days from the payment of security Deposit by the Selected Bidder to the APTDCL. Prior to signing of the formal Agreement, the Selected Bidder shall submit the certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for the execution, delivery and performance of this Agreement to the APTDCL.

**3.23.3** In case of failure to sign the formal Agreement within the stipulated time, APTDCL shall retain the right to cancel the LOA and forfeit the Bidder’s tender security and any other amount deposited till that time without being liable in any manner whatsoever to the Selected Bidder.

**3.23.4** Failure to meet the above mentioned conditions, shall be construed as a breach of the Selected Bidder and APTDCL shall be entitled to cancel the LOA without being liable in any manner whatsoever to the Selected Bidder and appropriate the tender security and any other amount deposited till that time as ‘Damages’.

**3.24 UNSUCCESSFUL BIDDERS**

The tender security if received by APTDC from the Bidders who are not selected shall be returned by APTDCL within 30 (Thirty) days of the declaration of the Selected Bidder. The tender security/ bid security shall be returned without payment of any interest.





**SECTION 4**

**GENERAL CONDITIONS**

**4.1 Tender validity period:**

**4.1.1** The tenders submitted shall remain valid for clear six months from the date of opening of technical bid without any variation in price structure whatsoever. Withdrawal of tenders once submitted within this period of six months will entail for forfeit of Tender fees/EMD automatically.

**4.1.2 Guarantee:**

Bidders will have to guarantee the Container for a period of 12 months (One year) from the date of delivery against any manufacturing defects subject to normal conditions of use. For this 10% of the value of the order must be deposited in the form of Bank Guarantee. If not submitted equal amount will be retained for 12 months from the payment.

**4.1.3 Personnel:**

The tenderer should furnish, the full details of technical supervisory personnel, failing which, the tender will be disqualified the bidder to whom the work is awarded shall ensure that the supervisor is always present at the site of work during working hours, personally checking all items of work, and paying extra attention to the works as may demand special attention e.g. preparation of drawings, fabrications, structural connections etc.

**4.1.4 Equipment:**

The bidder shall clearly indicate the list of equipment including the type, make, model which he will assign to the work if his bid is accepted, stating what equipment belongs to him and what equipment he is going to purchase/ to hire for the work. The tender committee will decide whether the list of equipment proposed by each bidder are adequate or not?

**4.1.5 Financial Capacity:**

The financial capacity of the bidder will be judged from the financial statement that the bidder shall submit with his tender as well as from the letters issued by his bankers regarding his credit worthiness.

**4.1.6 Commencement Date:**

The written agreement to be entered in to between the successful bidder and APTDC Ltd. shall be the foundation of the rights and obligation of both the parties and the successful bidder shall not deemed to be commenced until the agreement is first signed by him and APTDC Ltd. The date of signing of agreement is the commencement date for all practical purposes. The bidder shall start the construction immediately on the receipt of approved drawing.



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### **4.1.7 Rates:**

- a. The rates quoted should be firm & fixed without any variation valid till completion of order including all Taxes, Duties, Transportation, approvals from the APTDC and Installation charges etc.
- b. APTDCL will not provide any form for statutory rebate and the bidder should fully satisfy himself regarding the various taxes & duties applicable before submission of bid.
- c. The rate should be written both in words and figures and the unit in words. The tenderer should also show the grand total of the whole contract and quote in the tender a lump sum for which he will undertake to do the whole work subject to the conditions of the order.
- d. Rates or lump sum amounts for items not called for shall not be included in the tender. No alterations which are made by the tenderer in the tender documents will be recognized and if any such alterations are made, the tender will be void.
- e. In order to facilitate uniform comparison, the tenderer shall not add any conditions of his own in the tender which may affect the rates called for. However, if the tenderer wishes to introduce any conditions not specified in the tender documents, the same must be brought into the knowledge of APTDCL authorities before or by written mail or document. If the modification suggestion is acceptable and required in the interest of APTDCL, the tender committee will make necessary corrections in the tender document by bringing an addendum to this tender document and the same will become the part of this tender document. No suggestion/request for modification will be entertained post pre-bid meeting but APTDCL can modify the tender document clause post prebid meeting with the intimation to the bidders.

### **4.1.8 Delivery:**

Time is the essence of the contract. The delivery schedule shall be one week from the date of entering of agreement for the container.

### **4.1.9 Variation in quantities of item of work:**

The technical member as authorized by APTDC Ltd., shall have the privilege of ordering modifications, omissions or additions at any time before the completion of the work. The builder is bound to execute all the supplemental items that are found essential, incidental and inevitable during the execution of the work, at the rates to be worked out mutually as per existing market rates if they are not covered in the agreement items.



**4.1.10 Income Tax:**

GST/Income Tax will be deducted at source from each bill as per prevailing rates in Income Tax Department applicable to works contracts.

**4.1.11 Penalty Clause:**

In the event of placement of order if the builder fails to deliver the Container in complete shape, as per the delivery schedule mentioned, penalty shall be levied on the builder 1,000/- per day for first 15 days of delay and thereafter Rs.1,500/- per day up to next 15 days. The maximum penalty limited to 10% of the tender value.

**4.1.12 Insurance:**

The builder shall secure and maintain throughout the duration of this contract, insurance of all risks coverage in such amounts as may be necessary to protect himself and interest of APTDC Ltd., against all hazards or risks of loss. It shall be the responsibility of the builder to maintain adequate insurance coverage including Terrorist Act at all times. Failure of the builder to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

**4.1.13 Claims and Disputes:**

Any claims or disputes arising out of the contract should be promptly submitted in writing to APTDCL Ltd., within 15 days from the Date of cause of action, so that the point of issue could be immediately verified at site by the field officers, facts ascertained and a prompt decision given. Claims raised well beyond this time as to make it difficult to verify the facts are liable to be rejected. The tenderers shall carefully note this stipulation.

**4.1.14 Legal:**

Any legal dispute shall be subject to the Jurisdiction of Vijayawada/High court of Andhra Pradesh only.

**4.1.15 Arbitration Clause:**

In the event of any dispute or differences arising between the parties as to the interpretation, operation or effect of any clause of the agreement to be executed with the Corporation or any of the terms and conditions contained herein which shall be made integral part of the agreement such dispute or difference shall be referred to the sole arbitration of a person appointed by Govt. of Andhra Pradesh., and there shall be no objection if Govt. appoints any officer who has in the discharge of his duties as such



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officer, has either expressed any opinion or issued any direction in the matter and the provisions of the Arbitration Act 1996 shall apply to such arbitration.

### **4.1.16 Force Majeure Clause:**

If, at any time during the continuance of this order the performance in whole or in partly by either party or any obligation under this order is prevented or delayed by reasons of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, Quarantine restrictions or other acts of god, provided notice of the occurrence in any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall have claim for damage against the performance and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

### **4.1.17 Materials:**

All materials required for the construction of the Container, out-fit equipment etc., shall be procured by builders at his own cost. The Contract's lump sum rate for the item in the price schedule shall be for finished work as per specifications in the tender document and supply of the Container in good usable condition at specified destinations in Andhra Pradesh and shall include the cost of all materials, outfit equipment, all taxes, royalties, public body taxes, transportation, handling and all incidental and labour charges and Installations etc.

No claim towards the taxes paid by the Builder for the procurement of the above materials or increase in the wages of labour and in the taxes leviable on APTDC Ltd.

The rate quoted for the item should be lump sum and should hold good till the completion of the work even if extension of contract period is granted by the Corporation. Claims towards price variation on any account will not be entertained.

### **4.1.18 Design Approval:**

After the award of contract order, the Builder has to obtain design drawings prepared are approved by APTDC.

**4.1.19** A specimen profile may be submitted to APTDC for approval.

### **4.1.20 Inspection of Work:**

During the execution of the contract, the Builder should get the work inspected by the authorized officer of the corporation at every stage and a certificate from the above inspecting officer to the effect that the work done is satisfactory and as per the approved drawing should invariably be submitted to the corporation along with claim for payment.

### **4.1.21 PAYMENT & CERTIFICATES:**



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### **Payment:-**

Payments to the builder will be processed immediately after the receipt of invoice from the concerned Executive Engineer duly certified that the material with all the interiors are supplied to the site.

### **4.1.22 Service during guarantee period:**

Any repairs / damages during guarantee period must be made good within one week after receipt of intimation. Failure on the part of the party to comply with the above will be liable for penalty.

APTDC reserves the right to consider the Container quality in full or part as per the requirement and the priority.

### **4.1.23 Inspection:**

Andhra Pradesh Tourism Development Corporation Ltd., reserved the right to inspect the Container during the process of manufacture or after completion and bidder will have to rectify any defects, deviations as may be noticed by the technical officer appointed by APTDC for the purpose.

### **4.2 Approvals from APTDC:**

**4.2.1** All communication in all matters regarding this tender related to the Procurement of Container for APTDC Ltd. shall be forwarded to the nodal officer as appointed by the APTDC. The nodal officer shall act as a single window shall be responsible for all the matters related to this tender

**4.2.2** The bidder shall forward all requests related to this tender to the nodal officer. Such requests, if completed in all manners, may be approved / rejected by the APTDC within 2/4 days of the receipt of the request as the case may be.

**4.2.3** The nodal officer for this Bid will be the Superintending Engineer/Executive Engineer and or General Manager, APTDC/or any other officer appointed by APTDC.

### **4.3 STATUTORY CLEARANCES**

**4.3.1** The successful bidder shall be required to get the Container Drawing & design approved by the competent authorities (APTDC).

**4.3.2** Notwithstanding anything mentioned above, the successful bidder is required to adhere to the statutory provisions of the prevailing Act/ Rules and bye-laws of the Govt. of Andhra Pradesh and GoI over the works to be undertaken.

**4.3.3** The lowest tenderer shall obtain all clearances and approvals as required from the competent authorities for building the Container. It is to be clearly understood that all such clearances are to be obtained by the successful bidder and the APTDC may only provide assistance wherever possible without any obligation.

**4.3.4** Procuring all the permissions required from the statutory/ regulatory/ civic authorities concerned will be sole responsibility of the successful tenderer. APTDC shall not be responsible for any such procurement and shall not entertain any claims in this regard. APTDC may only provide assistance wherever possible without any obligation.



TECHNICAL SPECIFICATIONS

**5.1.1 GENERAL SERVICE CONDITION:**

The Container structure required amenities and other facilities intended for using it for tourists purpose.

**5.1.2 DELIVERY OF Container**

The delivery of the Container at the respective location as specified in the tender document (Rishikonda Beach) and as directed by APTDC.

**5.1.3 Deleted**

**5.1.4 PLACE OF CONSTRUCTION:**

The construction of the Container to be carried out at APTDC Premises or as found suitable to the bidder  
The intending bidder may satisfy himself of the suitability of the land for manufacturing / assembling/  
Executing and transferring it to the delivery site before bidding.

(OR)

Alternatively fabricated sections can be assembled at the site

**5.1.5 APPROVING AUTHORITY**

- a) The successful bidder shall submit the detailed drawing along with detailed specifications General arrangement, and obtain approval from competent authority.
- b) The successful bidder should submit the certificate from competent authority for specifications and drawings. The construction drawings need to be approved by concern competent Agency.

**5.1.6 TESTING:**

All necessary testing during the time of construction and other test after construction prescribed by the officer authorized by APTDC Ltd shall be carried by the successful bidder.

**5.1.7 DEPARTURE FROM SPECIFICATIONS:**

Firms tendering are at liberty to propose modifications where, their standard practice, departs from these specifications before tendering with written document/mail. If the modification suggestion is acceptable and required in the interest of APTDC, the tender committee will make necessary corrections in the technical specifications by bringing an addendum to this tender document and the same will become the part of this tender document. No suggestion/request for modification will be entertained after the tender process but APTDC can modify the tender document clause post tender submission with the intimation to the bidders.

**5.1.8 GURANTEED TECHNICAL PARTICULARS:**

The Guaranteed Technical Particulars must be uploaded along with the Technical bid.



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### Price Bid A

The Bidders who intends to supply new container may quote in this price bid

Sl. No.	Description	Unit	Quantity	Rate	GST/Taxes	Amount
1	Raw Container with newly fabricated items	Each	1			
2	Interiors with pre laminated particle weather proof board/Bison panel with wall paneling with door of size 3' 6"X 6'6" 4 windows of size 3'X3'each, with false ceiling, required Electrifications with standard brand of materials like FRLS wires, Luminaries for sufficient lighting and control equipment, with 4'X4' toilet with required partition and western commode and wash basin including over head tank for water supply of suitable capacity including interconnection of pipelines with CPVC pipelines for all the above with health faucet, tap, washbasin, Exhaust fan and all sanitary equipments like drain pipe connection etc. as directed by the departmental Engineer.	Set	1			
3	Transportation and handling charges to site	LS	Job			
4	Total					

Agency/Bidder



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### Price Bid B

The Bidders who intends to supply old container may quote in this price bid

Sl. No.	Description	How many years old	Unit	Quantity	Rate	GST/Taxes	Amount
1	Supply of Existing/Old Container		Each	1			
2	Interiors with pre laminated particle weather proof board/Bison panel with wall paneling with door of size 3' 6"X 6'6", 4 windows of size 3'X3'each, with false ceiling, required Electrifications with standard brand of materials like FRLS wires, Luminaries for sufficient lighting and control equipment, with 4'X4' toilet with required partition and western commode and wash basin including over head tank for water supply of suitable capacity including interconnection of pipelines with CPVC pipelines for all the above with health faucet, tap, washbasin, exhaust fan and all sanitary equipments like drain pipe connection etc. as directed by the departmental Engineer.		Set	1			
3	Transportation and handling charges to site		LS	Job			
4	Total						

Agency/Bidder