

BIDDING DOCUMENT

Issued on: 17.11.2017

For

Selection of agency for Development/Operation and Maintenance of APTDC property at Coringa in Andhra Pradesh under Develop/Operate and Maintain Contract

Issuing Authority: Andhra Pradesh Tourism Development Corporation

Vol I: Instructions to Bidders (ITB) and Bid Data Sheet (BDS)



1 Letter to bidders

Date: 17.11.2017

To

Sub: Selection of agency for Development/Operation and Maintenance of APTDC property at Coringa in Andhra Pradesh under Develop/Operate and Maintain Contract

Dear Sir,

- 1 Andhra Pradesh Tourism Development Corporation Ltd. (The “**Authority**”) is inviting agencies for Operations & Maintenance of APTDC properties in Andhra Pradesh.
- 2 The locations of the properties for which RFPs are invited are enclosed to this letter.
- 3 The Authority invites Request for Proposals (RFPs) from eligible Parties/developers / investors / operators engaged in development, operations and maintenance of tourism project(s).
- 4 Bidder may choose to bid for one or more of these projects. The qualification and eligibility criteria are mentioned at Appendix IX of Volume 1 of this RFP.
- 5 The bidders applying for more than one project, they should submit **SEPARATE RFP (BID) FOR EACH PROJECT**.
- 6 The RFP document is organized in 3 volumes as furnished hereunder:

Volume I	Letter of Invitation Instructions to Bidders (ITB) Bid Data Sheet (BDS)
Volume II	Terms of Reference (ToR) Project Profile
Volume III	Model Service Agreement

- 7 Request for Proposal (RFP) documents can be downloaded from the website www.aptdc.gov.in from 17.11.2017 (11 AM) to 07.12.2017 (upto 5 PM)



Selection of agency for Development/Operation and Maintenance of APTDC property at Coringa in Andhra Pradesh under Develop/Operate and Maintain Contract

Enclosure to the Covering letter: List of Property

S. No.	Name of the Location	District		Category	Mode
1	Coringa	East Godavari		Restaurant	O&M

For details of the property, please refer to Appendix IX

Table of Clauses (Section I)

A. General	7
1. Scope of Bid and Bidding Process	7
2. Fraud and Corruption	7
3. Eligible Bidders.....	8
4. Conditions for consortium bids.....	8
5. Qualifications of the bidder.....	9
6. Operations and Maintenance Requirements.....	9
7. Develop/Operate and Maintain Service Agreement (SA)	9
8. Cost of Bidding	10
9. Site Visit.....	10
B. The Bidding Documents	11
10. Clarification of Bidding Documents and Pre-bid Meeting.....	11
11. Amendment of Bidding Documents.....	11
C. Preparation of Bids	12
12. Language of Bid.....	12
13. Documents Comprising the Bid	12
14. Bid Prices	12
15. Bid Currencies.....	12
16. Bid Fee	13
17. Bid Security	13
18. Period of Validity of Bids	14
19. Format and Signing of Bid.....	14
D. Submission of Bids	15
20. Sealing and Marking of Bids.....	15
21. Deadline for Submission of Bids	15
22. Late Bids	15
E. Bid Opening and Evaluation	15
23. Opening of Bids by Authority.....	15
24. Clarification of Bids.....	15
25. Preliminary Examination of Bids	16
26. Scrutiny of Envelope I submissions.....	16
27. Envelope II: Eligibility Evaluation.....	16
28. Envelope III: Ranking of financial proposals.....	17
29. Contacting the Authority.....	18
30. Evaluation of Single Bids and second call for responses by APTDC.....	19
F. Post qualification and execution of Agreement	19
31. Authority's Right to Accept Any Bid and to Reject Any or All Bids.....	19
32. Issuance of Letter of Intent (LoI)	20

33. Project Development Fee	20
34. Performance Security	20
35. Special conditions for Special Purpose Vehicle (SPV) / Special Purpose Company (SPC).....	21
36. Subcontractors.....	21

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)



Selection of agency for Development/Operation and Maintenance of APTDC property at Coringa in Andhra Pradesh under Develop/Operate and Maintain Contract

A. GENERAL

1. Scope of Bid and Bidding Process	1.1 The Authority invites bids for operation and maintenance of project listed at the enclosure to the cover letter.
2. Fraud and Corruption	2.1 It is the Authority's policy to ensure bidders shall, observe the highest standard of ethical conduct during the execution of Service Agreement. ¹ In pursuance of this objective, the Authority: <ul style="list-style-type: none"> (a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> (i) "corrupt practice" is the offering, giving, receiving or soliciting, either directly or indirectly, anything of value to improperly influence the actions of another party; (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including the attempt to improperly influence the actions of another party; (iv) "coercive practice"² is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party; (v) "obstructive practice" is <ul style="list-style-type: none"> (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

	<p>relevant to the investigation or from pursuing the investigation; or</p> <p>(b) acts intended to materially impede the exercise of the Authority's inspection and audit rights.</p> <p>(vi) shall reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Agreement in question;</p> <p>(vii) shall have the right to insist that a provision be included in bidding documents and in Agreements to permit the Authority to inspect their accounts and records and other documents relating to the bid submission and performance of Operation and Maintenance Agreement.</p>
<p>3. Eligible Bidders</p>	<p>3.1 Bidders shall provide such evidence of their continued eligibility satisfactorily to the Authority, as the Authority may reasonably request.</p> <p>3.2 A bidder can be a Sole/ Proprietor/ Partnership / Private Limited / Public Limited.</p> <p>3.3 A bidder can apply for one or more projects as a sole bidder or as lead member of consortium for the properties mentioned in this RFP.</p> <p>3.4 All bidders either sole or as a consortium, shall have to comply with the general requirement and meet technical and financial eligibility criteria to be declared "Eligible". The general, technical and financial eligibility criteria have been elaborated in the BDS.</p> <p>3.5 In case a bidder applies for more than one project as per point no 3.3, the bidder's financial eligibility should be equivalent to 50% of the sum of financial eligibility requirements of individual projects.</p> <p>3.6 The decision of the Authority shall be final with respect to the determination of the eligibility of the Bidders.</p>
<p>4. Conditions for consortium bids</p>	<p>4.1 The bids may be submitted as a single bid or in a consortium. In case of a consortium, the number of consortium members should not exceed two entities.</p> <p>4.2 In case of sole bidder, the sole bidder shall have to meet the general, special and financial eligibility requirements.</p> <p>4.3. In case of a consortium, the consortium members shall together meet the general, special and financial eligibility requirements as mentioned in BDS</p>

<p>5. Qualifications of the bidder</p>	<p>5.1 By submission of documentary evidence in its bid, the Bidder must establish to the Authority's satisfaction:</p> <p>(a) That it has the financial and technical capability necessary to perform the develop/operate and maintain Service Agreement (SA) and meets the qualification criteria specified in the BDS.</p>
<p>6. Operations and Maintenance Requirements</p>	<p>6.1. The successful bidder/ developer is required to provide operations and maintenance services for the project as specified in this RFP.</p> <p>6.2. The minimum experience for selecting operations and maintenance agency is that it shall have a minimum experience, as specified in the BDS. The experience of the selected agency shall be certified by an authorized signatory of the agency and its statutory auditor/ CA and authorized signatory of the successful bidder. The experience should also be indicated by appropriate supporting documents as indicated in Appendix VI.</p> <p>6.3. The bidder/ developer may undertake development, operations and maintenance of the project on its own, as a lead member of the consortium or through any other agency/ company so long as the agency finalized for operations and maintenance of the project meets the minimum experience requirements detailed in the bid document.</p> <p>6.4. Non-compliance with any of the bid conditions specified above shall be considered as a default.</p>
<p>7. Develop/Operate and Maintain Service Agreement (SA)</p>	<p>7.1 The SA signed by the successful bidder will be subject to the following conditions -</p> <ol style="list-style-type: none"> 1) Meeting the implementation milestones as per specified timelines (as defined in the bid document). 2) Meeting all the Minimum Development Obligations, as per bid document. 3) Maintenance of Minimum Service Obligations during the operations period, as per bid document. 4) All other terms & conditions of this policy and the respective bid document.

	<p>7.2 The property shall be used only for the purpose for which it has been leased and not for any other purpose. Any change, arising out of statutory or legal requirements, shall be only after express, written consent of the APTDC/Government. Non-compliance of the above condition would entitle the Department to cancel the SA.</p> <p>7.3 In case of default in maintenance of Minimum Service Obligations, Government of Andhra Pradesh may give grace period/ cure period, under a notice to rectify the defects, upon expiry of which, the SA would stand automatically cancelled.</p> <p>7.4 Consequences of Cancellation of SA Deed/ cancellation of SA:</p> <ol style="list-style-type: none"> 1) In case of cancellation, the Government shall resume the possession of property with immediate effect including any asset/s, construction etc. of the property. 2) The Government shall not be liable for any type of compensation to the developer/bidder. 3) The Government may also invoke the Performance Bank Guarantee of the bidder. 4) The Government shall be at liberty to find an immediate alternative/replacement to ensure unhindered completion of the project. <p>7.5 Transfer of SA: The property cannot be alienated/ transferred/ sub-leased/ sold/ mortgaged, in part or full, to any third party.</p> <p>7.6 The Developer/bidder may not mortgage the property as it does not hold lease rights</p>
8. Cost of Bidding	<p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Authority will in no case be responsible or liable for those costs.</p> <p>8.2 The Bidder agrees that all bidding costs and expenses shall be non-refundable as the Authority is providing a service to the bidders in lieu of the costs.</p>
9. Site Visit	<p>9.1 The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Service Agreement. The costs of visiting the site or sites shall be at the Bidder's own expense.</p>

B. THE BIDDING DOCUMENTS

<p>10. Clarification of Bidding Documents and Pre-bid Meeting</p>	<p>10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Authority in writing at the Authority's address and by one of the means indicated in the BDS. Similarly, if a Bidder is of the opinion that any provision in the Bid documents is unacceptable, such an issue shall be raised at the earliest instance. Copies of the Authority's response (including an explanation of the query without disclosing the source) will be posted on the tender release website.</p> <p>10.2 As specified in the BDS, the Authority will schedule a pre-bid meeting at the time and place indicated in the BDS. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage, with particular attention to issues related to the Technical Requirements. Bidders may raise any queries by email, which shall be mailed to the Authority not later than 3 days before the meeting. Minutes of the meeting, including the queries raised and responses given, together with any responses prepared after the meeting, will be transmitted to all by publishing it on the website. No queries in this regard shall be entertained thereafter.</p>
<p>11. Amendment of Bidding Documents</p>	<p>11.1 At any time prior to the deadline for submission of bids, the Authority may, for any reason, whether on its own or in response to a clarification of a prospective Bidder, amend the Bidding Documents. The amendments so made, shall supersede the earlier conditions.</p> <p>11.2 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be communicated to all prospective Bidders by publishing on the official website of Authority. Addenda shall be binding on the Bidders. Failure to acknowledge the receipt of the Addenda on the part of any bidder, shall be deemed that the Addenda have been considered by the Bidder in its Bid.</p> <p>11.3 In order to afford reasonable time to the prospective Bidders for considering the Addenda in preparing their bids, the Authority may, at its discretion, extend the deadline for the submission of bids, in which case, the Authority will notify all Bidders by publishing it in the official website.</p>

C. PREPARATION OF BIDS

12. Language of Bid	12.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Authority shall be in English .
13. Documents Comprising the Bid	<p>13.1 The bidder shall submit separate bid documents for the projects it intends to bid. In case the bidder wishes to participate in multiple projects, the bidder shall submit separate bid for each project.</p> <p>13.2 Each bid (for each property) submitted by the Bidder shall comprise of sealed envelopes:</p> <p style="padding-left: 40px;">Envelope I: General bid documents</p> <p style="padding-left: 40px;">Envelope II: Eligibility documents</p> <p style="padding-left: 40px;">Envelope III: Financial proposal</p> <p>The contents of each of the above envelopes have been detailed in Appendix I along with applicable forms & formats in subsequent Appendices.</p> <p>13.3 The bid process is a two stage process where all the eligibility criteria are determined by the Authority by considering envelope- I, II together followed by considering envelope – III of technically qualified bidders.</p>
14. Bid Prices	<p>14.1 The developer/bidder shall pay a fixed percentage of total revenue or the Minimum Assured Annual revenue share whichever is higher. The minimum assured revenue share for the first year would be quoted by the bidder and it will increase by 5% year-on-year for the entire duration of the SA.</p> <p>14.2 The Minimum Assured Annual Revenue share shall be quoted in total. It must exclude service tax, all other applicable taxes, duties, levies and fees.</p> <p>14.3 It shall be the responsibility of the bidder to pay all taxes, cess and surcharges</p> <p>14.4 It shall be the responsibility of the bidder to pay Property tax during the Service Period to the Local Authorities on behalf of APTDC.</p>
15. Bid Currencies	15.1 Prices shall be quoted in Indian Rupees only.

16. Bid Fee	<p>16.1 All bids shall be accompanied with the bid fee, to be paid as specified in the BDS.</p> <p>16.2 Any bid submitted without the bid fee shall be summarily rejected.</p>
17. Bid Security	<p>17.1 The BDS specifies the amount and mode of submission of bid security to be submitted by the bidder for each project. The bidder shall submit bid security (as specified in Appendix IX) for each project separately.</p> <p>17.2 Any bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.</p> <p>17.3 The bid security of the second highest bidder shall be retained by the Authority and shall be released after successful signing of Service agreement. Bid Security of remaining qualified bidders (other than second highest bidder) would be returned on issuance of letter of Intent (LoI) to the highest bidder or if the Bidding Process is cancelled by the Authority. Bid security of disqualified bidders will be returned within 15 (fifteen) days of opening of financial bids of the qualified bidders.</p> <p>17.4 The Authority shall be entitled to appropriate the Bid Security and encash the bank guarantee towards compensation / damages on occurrence of any of the events specified in this RFP including:</p> <ul style="list-style-type: none"> • If a Bidder submits a non-responsive Bid; • If a Bidder engages in a Corrupt Practice, or Fraudulent Practice, or Coercive Practice, or Undesirable Practice or Restrictive Practice • If a Bidder modifies or withdraws its Bid; • If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period, as extended by the Authority; • If a Bidder submits the technical bid and fails to submit financial proposal in time. • If any information or document furnished by the Bidder is found by the Authority to be misrepresenting, misleading, incorrect or untrue in any material respect. • In case the Successful Bidder, fails within the specified time limit - <ul style="list-style-type: none"> ○ to sign the LOI;

	<ul style="list-style-type: none"> ○ to furnish the Performance Security as per the provisions of this RFP or Agreement; ○ having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security. ○ failure to comply with LoI conditions
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid, for a minimum period of 365 days as specified in the BDS after the expiry of deadline date for bid submission prescribed by the Authority, pursuant to ITB Clause 21.1. A bid valid for a shorter period shall be rejected by the Authority as non-responsive.</p> <p>18.2 In exceptional circumstances, prior to expiry of the bid validity period, the Authority may request that the Bidders to extend the period of validity for a specified additional period.</p>
19. Format and Signing of Bid	<p>19.1 The Bidder shall prepare an original of the bid specified in the BDS.</p> <p>19.2 The bid, consisting of the documents listed in ITB Clause 13.2, shall be typed in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>19.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.</p>

D. SUBMISSION OF BIDS

20. Sealing and Marking of Bids	<p>20.1 The Bidder shall seal the bid in separate envelopes, duly marking the envelopes as “BID”. The envelopes shall then be sealed in an outer envelope.</p> <p>20.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Authority at the address given in the BDS, and (b) bear the Project name indicated in the BDS <p>20.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late”.</p> <p>20.4 If the outer envelope is not sealed and marked as required under ITB Clause 20.2, the Authority will assume no responsibility for the bid’s misplacement or premature opening.</p>
21. Deadline for Submission of Bids	<p>21.1 Bids must be received by the Authority at the address specified in the BDS for ITB Clause 21.1 no later than the time and date stated in the BDS.</p> <p>21.2 The Authority may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Clause 11.3, in which case all rights and obligations of the Authority and Bidders will thereafter be subject to the deadline as extended.</p>
22. Late Bids	<p>22.1 Any bid received by the Authority after the bid submission deadline prescribed by the Authority in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.</p>

E. BID OPENING AND EVALUATION

23. Opening of Bids by Authority	<p>23.1 The Authority will open all bids, at the time, on the date and at the place specified in the BDS. Bidders’ representatives may attend the same at their discretion.</p>
24. Clarification of Bids	<p>24.1 During the bid evaluation, the Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change</p>

	in the price or substance of the bid shall be sought, offered, or permitted.
25. Preliminary Examination of Bids	<p>25.1 The Authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order as specified in the RFP.</p> <p>25.2 The Authority may waive any minor infirmity, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>25.3 Prior to the detailed evaluation, the Authority will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without any material deviations or exceptions.</p> <p>25.4 If a bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Authority's determination of bid responsiveness will be based on the contents of the bid itself.</p> <p>25.5 The Authority's decision on the determination of responsiveness of a bid is final and binding on all the bidders.</p>
26. Scrutiny of Envelope I submissions	<p>26.1 The Authority will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 25.</p> <p>26.2 In case a Bid is found to be responsive, it would be passed on to the next phase i.e. evaluation of Envelope II Submission – Eligibility Documents.</p>
27. Envelope II: Eligibility Evaluation	<p>27.1 Once a Bid is found to be responsive, Envelope II Submission i.e. Eligibility Documents would be evaluated. In case Envelope II Submission is found to be inadequate, the Authority may request the Bidder for updated documents to the same effect or may in its sole discretion have the right to reject the Bid. Further, as part of</p>

	<p>the evaluation process, the Authority may also require the Bidder to submit clarifications.</p> <p>27.2 The Authority reserves the right to reject any Bid without opening Envelope III Submission i.e. Financial Proposal if in its opinion, Envelope II submission is not sufficiently responsive (sufficiently responsive means that for minor deviations, the information can be reviewed and evaluated by Authority without communication with the Bidder)</p> <p>27.3 The Bidders, whose Bids are found to be eligible after the evaluation process shall be termed as “Qualified Bidders”, (the “Qualified Bidders”). Envelope III i.e. Financial Proposals of Qualified Bidders shall be opened in the manner as given below.</p>
<p>28. Envelope III: Ranking of financial proposals</p>	<p>28.1 In this phase of selection, the Authority will open the Financial Proposals of the Bidders who have cleared the qualification process.</p> <p>28.2 The Financial Proposals shall be opened on the date as intimated by the Authority. The Financial Proposals would be opened in the presence of the representatives of all concerned Bidders, who choose to attend.</p> <p>28.3 The Bidders are required to quote the Minimum Assured Annual Revenue share to be paid to the Authority for the first year. The upset price or minimum revenue share amount to be quoted by the bidders would be as specified in the BDS. The amount quoted by the bidder shall be excluding Service Tax and all other applicable taxes.</p> <p>28.4 The bidders will be ranked as H1, H2, H3 etc. based on their financial quotes. The bidder quoting highest quote shall be ranked as H1.</p> <p>28.5 The Qualified Bidder quoting the highest Minimum Assured Annual Revenue Share (H1) shall be declared as the Successful Bidder (the “Successful Bidder”).</p> <p>28.6 In case the H1 bidder backs out, the Authority reserves the right to invite H2 and subsequent bidders as the case may be, to match H1 offer or invite fresh bids.</p> <p>28.7 In case, competitive bidding process results into bids having two equal bids, the Authority:</p>

	<p>a) shall identify the successful bidder by asking the tied Bidders to provide their best and final offers in sealed covers which shall be opened on a specified date. The Bidder proposing the most advantageous final offer shall be declared the most responsive bidder.</p> <p>b) If the tie persists, and successful bidder could not be finalized based on the above approach, an aggregate experience score shall be calculated for all bidders using a common methodology. The bidder with highest score shall be declared as the successful bidder.</p> <p>c) If the tie still persists, the successful bidder shall be selected by draw of lots, which shall be conducted with prior notice, in the presence of tied bidders who choose to attend.</p> <p>28.8 In case bidding process results less than 2 bids, the date of submission can be extended by 15 days. Even after extension of the bid due date, the number of bids received are less than two, the Authority would proceed with bid evaluation of the bids received leading to identification of successful bidder.</p>
<p>29. Contacting the Authority</p>	<p>29.1 From the opening of bids to the execution of Agreement, if any Bidder intends to communicate to the Authority on any aspect related to the bid, it should do so in writing.</p> <p>29.2 If a Bidder tries to directly influence the Authority or otherwise interfere in the bid evaluation process and the award decision, its bid may be rejected.</p>

<p>30. Evaluation of Single Bids and second call for responses by APTDC.</p>	<p>30.1 In case of receipt of single bid for a property, APTDC will start the technical evaluation process to determine if the single bid received is qualifying the general and eligibility criteria stipulated in this RFP. In case the bid is found to be qualifying the general and eligibility criteria, then APTDC shall extend bid submission date upto 30 days.</p> <p>30.2 Even after the bid extension as per 30.1 above, if the number of bids received are less than two, the Authority would proceed with financial evaluation of the single bid received leading to identification of successful bidder.</p> <p>30.3 In case the single bid does not qualify with respect to general and eligibility criteria, then APTDC will reject the bid and take appropriate actions at its discretion.</p>
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F. POST QUALIFICATION AND EXECUTION OF AGREEMENT

<p>31. Authority's Right to Accept Any Bid and to Reject Any or All Bids</p>	<p>31.1 The Authority reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to the execution of Agreement, without assigning any reasons thereof.</p>
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<p>32. Issuance of Letter of Intent (LoI)</p>	<p>32.1 Prior to the expiration of the period of bid validity, the Authority shall notify the successful Bidder, in writing, that its bid has been accepted.</p> <p>32.2 The Authority shall notify the Successful Bidder through a Letter of Intent (the “LoI”) (to be issued in duplicate) that its Bid has been accepted.</p> <p>32.3 The Successful Bidder shall, within 15 (fifteen) calendar days from the date of LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event, the duplicate copy of the LoI duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to the extension of time for submission thereof, appropriate the Bid Security and encash the bank guarantee of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LoI, and the next eligible Bidder may be considered.</p> <p>32.4 Within the time specified in the LoI, the Successful Bidder shall be required to execute the Agreement by satisfying other terms and conditions as specified in this RFP to be carried out before signing of the Agreement. The conditions to be satisfied by the Successful Bidder, for execution of the Develop/Operate and Maintain Agreement include:</p> <ul style="list-style-type: none"> a. Submission of a signed duplicate copy of the LoI by the Successful Bidder to the Authority. b. Compliance to all conditions specified in the LoI. <p>32.5 In case the successful bidder fails to comply with the conditions for signing of the agreement within the time specified in the LoI or as extended by the Authority, the Authority may revoke the LoI and award the project to the next most responsive bidder i.e. H2.</p>
<p>33. Project Development Fee</p>	<p>33.1 The successful bidder shall be required to submit a non-refundable Project Development fee (plus taxes) to the Authority by way of Demand Draft as per the details provided in the BDS. The Demand Draft shall be drawn in favor of authority from a Nationalized bank. The Project Development Fee shall be equal to 1% of the estimated project cost subject to maximum of INR 50 Lakhs.</p>
<p>34. Performance Security</p>	<p>34.1 The Successful Bidder shall be required to submit Performance Security (the “Performance Security”) by way of a revolving,</p>

	<p>unconditional and irrevocable bank guarantee, as per the details provided in the BDS. The Performance Security is for due and punctual performance of the obligations of the Successful Bidder under the Agreement.</p> <p>34.2 The Performance Security in the form of a bank guarantee should be submitted to the Authority by the Successful Bidder at least 30 days before the expiry of the existing bank guarantee, thereby ensuring that the Performance Security is valid during the Agreement Period.</p> <p>34.3 The Performance Security shall be encashed as per the terms of the Agreement. The Successful Bidder is expected to replenish or provide fresh Performance Security within a period of 15 days in the case of such encashment by the Authority.</p>
<p>35. Special conditions for Special Purpose Vehicle (SPV) / Special Purpose Company (SPC)</p>	<p>35.1 Lock-In Period: For the purpose of this policy, Lock-In period shall be defined as a period of two years post Commercial Date of Operations (COD). Commercial Date of Operations is the date on which the project is open to tourists on a commercial basis, after due testing, trial running and commissioning.</p> <p>35.2 In case of sole bidder, it shall retain minimum of 51% as equity contribution in the SPC/ SPV throughout the lock-in period.</p> <p>35.3 In the SPC/ SPV formed by the consortium of two members, the total equity contribution put together by both the consortium members shall not be less than 51% throughout the lock-in period.</p> <p>35.4 Further, in the SPC/ SPV formed by the consortium of two members, equity contribution of the lead member of the consortium shall not be less than 26% throughout the lock in period and equity contribution from the other member of the consortium shall not be less than 10% throughout the lock in period.</p>
<p>36. Subcontractors</p>	<p>36.1 If a Bidder proposes Subcontractors for key services if and as identified in the BDS, these Subcontractors have agreed in writing to serve for the Bidder under the Service Agreement (SA) that may result from this bidding.</p>

SECTION II. BID DATA SHEET (BDS)

Bid Data Sheet

The following specific information relating to the project and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

A. ELIGIBILITY CRITERIA

For Eligibility Criteria, please refer to Appendix IX of Volume 1 of this RFP.

In case of bid by consortium,

1. The lead member shall meet at least 50% of the Financial Eligibility Criteria.
2. The other member shall meet at least 50% of the Technical Eligibility Criteria.
3. However, both members combined should meet total Financial and Technical Eligibility Criteria.

B. PREPARATION OF BIDS

ITB 10.1	<p>Pre-bid queries:</p> <p>The bidders should submit their queries/ suggestions on the RFP, strictly in the format given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S. No.</th> <th style="width: 20%;">Section and Clause of RFP</th> <th style="width: 20%;">Reference Page</th> <th style="width: 20%;">Reference Clause</th> <th style="width: 30%;">Query/ Suggestion</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>The queries shall be sent to edop@aptdc.in, ppp@aptdc.in;</p> <p>Pre-bid conference:</p> <p>Date: 30.11.2017 (at 3 PM)</p> <p>The venue for pre-bid conference: A.P.T.D.C., 55-17-2 to 4, Fifth Floor, Industrial Estate, Autonagar, Vijayawada – 7</p> <p><u>For site visits:</u></p> <p>Please contact RD & ED of APTDC:</p> <p>Nellore District: Mr. Jayaprakash (9948061155) East Godavari District: Mr. Bheem Shankar (9652001999)</p>	S. No.	Section and Clause of RFP	Reference Page	Reference Clause	Query/ Suggestion										
S. No.	Section and Clause of RFP	Reference Page	Reference Clause	Query/ Suggestion												
ITB 16.1	<p>Cost of bid: INR 10,000 only for each project. For example, if the bidder wants to bid for two projects then the bidder should submit two separate cost of bids each of INR 10,000 against each project.</p> <p>The cost of bid shall be submitted through a DD, drawn from Nationalized/ Scheduled Bank in favor of “Andhra Pradesh Tourism Development Corporation” and payable at Vijayawada, AP</p>															

ITB 17.1	<p>Bid security</p> <p>The bid security shall be submitted in the form of either Demand Draft or unconditional and irrevocable Bank Guarantee from a Nationalized/ Scheduled Bank (excluding Cooperative Banks) which is refundable subject to terms and conditions of RFP. The bid security amount is as mentioned in Appendix IX.</p>
ITB 18.1	<p>Validity of Bid security</p> <p>365 days from the date of submission</p>
ITB 19.1	Required number of bid in original: <i>1</i>

C. SUBMISSION OF BIDS

ITB 20.2	<p>The address for bid submission is:</p> <p>Office of the Managing Director, A.P.T.D.C., 55-17-2 to 4, Fifth Floor, Industrial Estate, Autonagar, Vijayawada – 7</p>
ITB 21.1	Deadline for bid submission is: 08.12.2017 (upto 4:00 PM)

D. BID OPENING AND EVALUATION

ITB 23.1	<p>Time, date, and place for bid opening are:</p> <p>Time: 4:30 PM</p> <p>Date:08.12.2017</p> <p>Place: A.P.T.D.C., 55-17-2 to 4, Fifth Floor, Industrial Estate, Autonagar, Vijayawada – 7</p>
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ITB 28.3	With reference to point 14.1 and 14.2, the upset price for Minimum Assured Annual Revenue Share and the fixed percentage revenue share of total revenue (gross receipts) is as specified in Appendix IX. The bidder may quote any amount equal or higher than upset price.
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E. POST QUALIFICATION AND EXECUTION OF SERVICE AGREEMENT

ITB 32.1	One Demand Draft of amount as mentioned in Appendix IX drawn in favor of “Andhra Pradesh Tourism Development Corporation” towards Project Development Fee shall be submitted to the Authority within 7 days of issuance of LoI.
ITB 33.1	One bank guarantee equivalent to minimum assured amount quoted by successful bidder in the financial proposal shall be submitted to the Authority within 7 days from the date of LoI in the format prescribed as part of this RFP. The validity of Performance Guarantee shall be 3 years. Every 4th year in the service period, a fresh performance guarantee equivalent to minimum assured amount for that year should be issued with a validity of 3 years. In this way, fresh performance guarantees should be issued in 4th, 7th, 10th, 13th, 16th, 19th, 22nd, 25 th , 27th and 30 th year of service period.

SECTION III. APPENDICES AND FORMATS

APPENDIX I

S. No.	Enclosures to the Envelope-1, Envelope-2 and Envelope-3
Envelope-1	
1.	Downloaded RFP document duly signed by the bidder on each page in token acceptance of the terms and conditions
2.	Covering letter in the format provided in Appendix II – Format for Covering Letter
3.	General Information of the Bidder in the format provided in Appendix III – General Information
4.	Bank guarantee for Bid Security of INR ----- only in the format specified in Appendix VII and amount mentioned in Appendix IX as per Project
5.	Demand draft for Bid Fee of INR 10,000 (Ten Thousand only) for each project
6.	Power of Attorney for Bid signatory in the format provided in Appendix IV – Format of Power of Attorney for Bid Signatory
7.	Consortium Agreement, if bidding in a consortium
8.	Power of Attorney for Lead Member in Consortium in format provided in Appendix V: Format for Power of Attorney for Lead Member in Consortium
9.	<ul style="list-style-type: none"> ▪ Certificate of Registration/ Incorporation establishing that the single bidder/ lead member in consortium are legally registered in India under relevant act (Companies Act/ Partnership Act etc.) ▪ Other member in consortium may be an entity registered in/ outside India- registration/ incorporation proof for the same should also be furnished
Envelope-II	
10.	Technical and financial details of the Applicant in prescribed format provided in Appendix VI
Envelope-III	
11.	Financial Proposal to be submitted as per the format provided at Appendix VIII – Format for Financial Proposal

APPENDIX II – FORMAT FOR COVERING LETTER

(On the letterhead of the Sole Bidder, or Lead Member in case of consortium)

Date:

To

The Managing Director,

A.P.T.D.C.,

55-17-2 to 4,

Fifth Floor,

Industrial Estate, Autonagar, Vijayawada – 7

Dear Sir/ Madam:

Sub: Selection of agency for *(insert the Project name)* in Andhra Pradesh under Operation and Maintenance Contract

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the proposal requirements and information collected and provided to us, the undersigned hereby submits the Proposal on behalf of *(Name of the Bidder)* in response to the RFP for the above mentioned project of APTDC at *(insert the Project name)*, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our proposal is valid for a period of 12 months from *(insert the Bid Due Date)*.

We understand that any omission, commission, miss-statement in factual statements made by us will make our Bid invalid at any time during the course of Bidding Process and also after award of the project. The Authority reserves the right to take appropriate action accordingly. We understand that the Authority reserves the right to accept or reject any or all the Bids and reserves the right to withhold and/or cancel the Bidding Process.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Service Agreement.

Yours faithfully, for

and on behalf of

Name of Bidder

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

APPENDIX III – GENERAL INFORMATION

(To be provided by sole bidder and all members in case of consortium)

Bidder details	
Name of the Bidder	
Bidder's Constitution (Proprietorship / Partnership / Private Limited / Public Limited)	
Country of incorporation	
Address of corporate headquarters and its branch office(s), if any, in India	
Date of incorporation and/or commencement of business	
Details of individual (s) who will serve as the point of contact / communication within the Company:	
Name:	
Designation:	
Company:	
Address:	
Telephone Number:	
E-Mail Address:	
Fax Number:	
Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:	
Name:	
Designation:	
Company:	
Address:	

Telephone Number:	
E-Mail Address:	
Fax Number:	

.....

Signature of the Authorized Person

(Name, Designation and Address)

APPENDIX IV – FORMAT OF POWER OF ATTORNEY FOR BID SIGNATORY

(On Non Judicial Stamp Paper of INR 100 duly attested by notary public. To be submitted individually by each Bidder)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for APTDC at **(insert the Project name)**, including signing and submission of all documents and providing information/ responses to APTDC in all matters before APTDC, and generally dealing with in all matters in connection with the said bid. We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant's Signature

(Name, Title and Address)

I Accept

Attorney Signature

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

1. 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.
2. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power

of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX V – FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER IN CONSORTIUM (IF CONSORTIUM/JV ALLOWED)

(On Non Judicial Stamp Paper of INR 100 duly attested by notary public. To be submitted by the lead member with signatures of authorized bid signatory of consortium member)

Whereas the APTDC (AUTHORITY) has invited bids for project at *(insert the Project name)*.

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 document (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

I, _____ having our registered office at _____ [the name and address of the registered office] (hereinafter referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). I hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof and throughout the tenure of the agreement

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2017

For <<Consortium Lead Member>> _____

(Signature)

(Name & Title)

For <<Consortium Member>> _____

(Signature)

(Name & Title)

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.*

APPENDIX VI – FORMAT FOR ELIGIBILITY CRITERIA

General Experience (separate table to be provided for each project)

S. No.	Particulars	Details
1.	Name of the Eligible Project	
2.	Cost of the eligible project	INR____(Rupees XXX) ¹
3.	Type of Project	Hotel/ MICE/ Resort/ any other, please refer to Appendix IX and specify
4.	Details of the project	Area of the project : _____ Total built up Sq. ft. : _____ FSI : _____ Number of rooms : _____ Start of commercial operations:<Date> ² Approved star rating:
5.	Location, State, Country	Location: State: Country:
6.	Proof of development attached	Y/N If Y, please mention proof type: a) Approved Municipal plan b) Completion certificate c) Occupancy certificate d) Chartered Engineer Certificate e) Balance sheets with CA certificate f) Others, please specify

¹ The cost of the project shall be certified by CA.

² The start date of project shall be supported with Occupancy Certificate from the competent authority

7.	Proof of operation attached	Y/N If Y, please mention proof type: a) Hotel/restaurant license b) Work order c) Completion certificate d) Balance sheets with CA certificate e) Photographs of the project f) Others, please specify
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Note: Similar table to be provided for each eligible project

Net Worth Details

Bidder name	
Net worth (as on 31 st March 2017)	

For Individuals/Proprietors:

The Applicant shall submit following net worth statement certified by Chartered Accountant/ Statutory Auditor supported by Balance Sheet and IT Returns.

The following assets/liabilities classes with the respective details will be considered for net-worth calculation: Net-worth = Assets – Liabilities

Assets:

- Land:
 - Land Details (Acreage, Survey Number, Village, Mandal, District)
 - Land Ownership Details
 - Land value as per SRO
- Property:
 - Property Details (Acreage, Survey Number, Village, Mandal, District, Built-up Area)
 - Property Ownership Details
 - Property value evaluated by approved surveyor/chartered engineer etc.
- Deposits:
 - Deposit Receipts

- Account Statements

- Gold & Jewellery:

- Gold & Jewellery value evaluated by approved financial institutions

Liabilities:

- Loans:

- Home Loan
- Personal Loan
- Car Loan
- Business Loan

For Companies/Partnership Firms:

The Applicant should provide an Auditors Certificate specifying the Net Worth as on 31st March, 2017, supported by Balance Sheet and IT Returns.

Net worth = {(Subscribed and paid up Share Capital + Reserves and Surplus) – (Revaluation Reserves + Miscellaneous expenditure not written off + Deferred Revenue Expenditure + Deficit in P & L Account if any)} as per Audit Annual Report

APPENDIX VII – BANK GUARANTEE FORMAT

(To be submitted by: Sole bidder/ Lead member of consortium)

B.G. No. Dated:

In consideration of you, Office of the Managing Director, A.P.T.D.C., 55-17-2 to 4, Fifth Floor, Industrial Estate, Autonagar, Vijayawada – 7, (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) 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 **project at (insert the Project name)** (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 Service 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 Clauses of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **INR** _____ (**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 fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the

Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **INR** _____ (**Rupees** _____ **only**).

3. This Guarantee shall be irrevocable and remain in full force for a period of 365 (three hundred and sixty five) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
5. 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.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. 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.
8. 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.
9. It shall not be necessary for the Authority to proceed against the said Bidder
10. Before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **INR** _____ (**Rupees _____ only**). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank on or before _____(indicate date falling 365 days after the Bid Due Date)].

Signed and Delivered by Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

APPENDIX VIII – FORMAT FOR FINANCIAL PROPOSAL

(On the letterhead of the Sole Bidder, or Lead Member in case of consortium)

Date:

To

The Managing Director,

A.P.T.D.C.,

55-17-2 to 4,

Fifth Floor,

Industrial Estate, Autonagar, Vijayawada – 7

Dear Sir/ Madam

Ref: Selection of agency for project at (insert the Project name) in Andhra Pradesh under Operation and Maintenance Contract

- i. I/ we offer to develop and operate project at (insert the Project name) on the stipulated terms and conditions and other particulars therein. I/ we hereby submit our unconditional financial proposal
- ii. I/we hereby offer and agree to pay INR _____ (Rupees _____) as Minimum Assured Annual Revenue Share commencing from the date of possession of property against the upset price mentioned in Appendix IX.
- iii. It is understood that the above quoted Minimum Assured Annual Revenue Share is for the first year of possession of property and will be enhanced at 5% on year on year basis for subsequent years.
- iv. It is understood that the amount payable to authority is exclusive of GST and all other applicable taxes.
- v. This proposal and all other details furnished by us shall constitute a part of our Bid. I/ we understand that you are not bound to accept the highest or any Bid received.
- vi. I/ we agree that my / our Bid shall remain valid for a period of 365 days from the Bid Due Date prescribed for submission of proposal. I/ we agree to bind by this offer if we are the Successful Bidder.
- vii. It is understood that the Bidder has to pay (Minimum Assured Revenue quoted + annual enhancements), or (% of Gross Receipts stated in **Appendix IX**) whichever is higher.

For and on behalf of:

Signature:

(Authorized Representative and Signatory of the Bidding Company) Name of
the Person:

Designation:

SEAL OF THE BIDDING ENTITY

APPENDIX IX – PROJECT DETAILS

1)Coringa, Restaurant

Table A: Key Parameters

Project Cost (INR Lakhs)	50
Bid Fee (INR)	10000
Bid Security Fee (INR Lakhs)	0.50
Project Development Fee (INR Lakhs)	0.50
Performance Security (INR Lakhs)	5
Upset Price (INR Lakhs)	5
Moratorium	60 days from date of handing over of the property
Revenue Share (%)	10
Service Period (Years)	33

Table B: Eligibility Criteria

Technical	The Bidder should have handled Operation and Maintenance of a minimum of 1 multi cuisine restaurants of capacity not less than 50 pax for a period of at least 5 years during the last 10 years preceding 2016-17. The restaurants could be a part of a hotel complex, or standalone projects.	
Financial	Net Worth of the Bidder as on 31st March, 2017 (as per audited Balance Sheet) (INR lakhs)	12.5

Table C: MDOs

APTDC will provide	Existing property (Fixed assets only) with: <ul style="list-style-type: none"> • Restaurant (50 Pax) • Kitchen • Toilet Block • A.V Room • Interpretation Center
Operator will be required to do	<ul style="list-style-type: none"> • Operate and maintain a multi-cuisine restaurant / food court of seating capacity not be less than 50 pax • Operate and maintain the toilets already available at the facility at international standards. • Develop, Operate and maintain A.V. room and interpretation center

	<ul style="list-style-type: none"> • Operator shall develop the Audio Visuals in co-ordination with the Authority and the Forest Department. • Other MSOs include Waste bin every 25 meters, litter free zone at any time of inspection, potable drinking water at a prominent place, and any time visually clean and odor free toilets. • All activities to be undertaken by the operator at its own expense after handing over of property by APTDC • Operator shall put all equipment, tools, plants, gensets, kitchen equipment, tables, chairs, sofas, other furniture and all movable assets required for the operation of the property.
Project completion period	60 days from date of handing over of the property