

Request For Qualification(RFQ) Document

(Issued on: 30th Dec 2017)

For

Selection of an Agency for Conservation and Development of Havelock Bridge, Rajahmundry into a Theme based Amusement and Recreation Project



Authority: Andhra Pradesh Tourism Development Corporation



SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

Table of Clauses

A. General	1
1. Scope of Bid and Bidding Process.....	1
2. Fraud and Corruption.....	1
3. Eligible Bidders	2
4. Conditions for consortium bids.....	2
5. Qualifications of the Bidder.....	3
6. Operations and Maintenance requirements.....	3
7. Cost of Bidding.....	3
8&9. Site Visit	3
B. The Bidding Documents	4
10. Clarification of Bidding Documents and Pre-bid Meeting	4
11. Amendment of Bidding Documents	4
C. Preparation of Bids	5
12. Language of Bid.....	5
13. Bid Process.....	5
14. Documents comprising the Bid.....	6
15. Bid Fee.....	6
16. Bid Security.....	6
17. Period of Validity of Bids	7
18&19.Format and Signing of Bid.....	7
D. Submission of Bids	8
20. Sealing and Marking of Bids	8
21. Deadline for Submission of Bids	8
22. Late Bids	8
E. Bid Opening and Evaluation	8
23. Opening of Bids by Authority.....	8
24. Clarification of Bids.....	8
25. Preliminary Examination of Bids.....	9
26. Scrutiny of Envelope I submissions.....	9
27. Envelope II- Eligibility evaluation.....	9
28. Contacting the Authority.....	10
F. Post qualification and execution of Lease cum Development Agreement	10
29. Authority's Right to Accept Any Bid and to Reject Any or All Bids	10
30. Issuance of Letter of Intent (LoI).....	11
31. Project Development fee.....	12
32. Performance Security.....	12
33. Special conditions for a Consortium.....	12
Section – II, Bid Data Sheets	13
Section – III, Appendices and sample formats	18

1 Invitation to bidders

Date: 30th Dec 2017

To

Sub:- Selection of an agency for Conservation and Development of Havelock Bridge, Rajahmundry into a theme based Amusement and Recreation project.

Dear Sir,

1 Andhra Pradesh Tourism Development Corporation Ltd (The “*Authority*”) is inviting Agencies for **Conservation and Development of Havelock Bridge, Rajahmundry into a theme based Amusement and Recreation project** under the Lease-cum- Development model

2 In this regard, the Authority invites Requests for Qualification (RFQs) from eligible and interested Agencies/Developers / Investors / Operators of tourism projects.

3 The RFQ document comprises of:

Volume I	<ul style="list-style-type: none">• Invitation to Bidders• Instructions to Bidders (ITB)• Bid Data Sheet (BDS)
Volume II	<ul style="list-style-type: none">• Project Profile• Scope Data Sheet• Annexure of Drawings and Elevations

4. **The Request for Qualification (RFQ) document can be downloaded from the website www.aptdc.gov.in from 30.12.2017 (11 AM) to 18.01.2018 (Up to 5.00 PM).**

Instructions To Bidders (ITB):

A. GENERAL

<p>1. Scope of Bid and Bidding Process</p>	<p>1.1 The Authority named in the BDS invites bids for development of project, as briefly described in the BDS and specified in greater detail in these Bidding Documents.</p> <p>1.2 The lease period proposed is as prescribed in the BDS</p>
<p>2. Fraud and Corruption</p>	<p>2.1 It is the Authority’s policy to ensure bidders shall, observe the highest standard of ethical conduct during the execution of Lease cum Development Agreement. In pursuance of this objective, the Authority:</p> <p>(A) defines, for the purposes of this provision, the terms set forth below as follows:</p> <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;

	<p>(v) “obstructive practice” is</p> <p>(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 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>(B) 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>(C) Shall have the right to inspect their accounts and records and other documents relating to the bid submission and performance of Lease cum Development Agreement.</p>
<p>3. Eligible Bidders</p>	<p>3.1 Bidders shall provide such evidence of their eligibility satisfactorily to the Authority, as the Authority may reasonably request</p> <p>3.2 All bidders either Individuals, Sole, Firms, Companies or as a consortium, shall have to comply with the general, similar experience and financial eligibility criteria to be declared “Eligible”. The general, similar experience and financial eligibility criteria have been elaborated in the BDS.</p> <p>3.3 The decision of the Authority shall be final with respect to the determination of the eligibility of the Bidders.</p>
<p>4. Conditions Sole and for consortium bids</p>	<p>4.1 The bids may be submitted as a sole bid or as a consortium. In case of a consortium, the number of consortium members should not exceed two entities. The entity can be a sole proprietor, firm or a company.</p> <p>4.2 In case of a sole bidder, the sole bidder shall have to meet the general, similar experience and financial eligibility requirements.</p>

	<p>4.3. In case of consortium, the consortium members shall put together meet the technical and financial eligibility requirements AND also satisfy the technical and financial eligibility requirements as indicated below:</p> <ul style="list-style-type: none"> • The lead member shall meet(minimum) 50% of the financial eligibility requirement and other member shall meet (minimum) 50% of the technical eligibility requirement as specified in BDS
<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 Lease cum Development Agreement, meets the qualification criteria specified in the BDS, and has history of successful performance.</p>
<p>6. Operations and Maintenance requirements</p>	<p>6.1. The successful bidder / developer are required to provide world class operations and management services for the project</p> <p>6.2. The minimum experience for selecting the operations and management agency is as specified in the BDS. The experience of the selected agency to meet this criterion shall be supported by experience certificates, attested by the authorized signatory of the agency and its statutory auditor/ CA and the authorized signatory of the successful bidder</p> <p>6.3. The bidder / developer may undertake the operations and management of the project on its own, through one of the consortium members or through any other agency / company so long as the agency finalized for operations and management 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. Cost of Bidding</p>	<p>7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including inspections to site etc., and the Authority will in no case be responsible or liable for those costs.</p> <p>7.2 The Bidder agrees that all bidding costs and expenses shall be non-refundable</p>
<p>8&9. Site Visit</p>	<p>8.1 The Bidder may wish to visit and examine the site or sites of the Information System and obtain for itself, at its own cost, responsibility and risk, all information that may be necessary for preparing the bid and entering into the Lease cum Development 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 on the Bidding Documents may notify the Authority in writing at the Authority's address through 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 at least 3 days prior to the date of pre-bid meeting. . Copies of the Queries and Authority's response (without disclosing the source) will be sent to all prospective Bidders who have attended the pre-bid meeting</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 by this stage, with particular attention to issues related to the Technical Requirements. Bidders may raise queries by email, which shall be mailed to the Authority not later than 3 days before the pre-bid meeting. Minutes of the meeting, including the queries raised and responses given, together with any responses prepared after the meeting, will be communicated to all the Bidders who have participated in the pre-bid meeting besides posting 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/quotations, the Authority may, for any reason, whether on its own or in response to a clarification to a prospective Bidder, amend the Bidding Documents. The amendments so made, shall supersede the earlier clauses. The amendments or addenda will be posted on the website.</p> <p>11.2 Amendments if any will be provided in the form of Addenda to the Bidding Documents, which will be posted on the official website of the Authority. Addenda shall be binding on the Bidders. Bidders are required to check the website for any addenda and it is 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

<p>12. Language of Bid</p>	<p>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 written in the language specified in the BDS.</p>
<p>13. Bid Process</p>	<p>14.1 The entire process of selection of the successful agency would comprise of a 2 stage process.</p> <p>A. Stage-1 – RFQ and Qualification Stage</p> <p>Sub-stage 1- Tests of responsiveness</p> <p>Prior to evaluation of Eligibility of RFQ Submission, the Authority shall determine whether each RFQ Submission is responsive to the requirements of the RFQ. As part of this assessment, the Authority shall open the Envelope 1 of the RFQ Submission (“General bid documents”, as mentioned in Section 14.1) and assess if the RFQ Submission is in conformity with the terms and conditions of the RFQ.</p> <p>Sub-stage 2- Evaluation of Eligibility</p> <p>The Authority shall proceed to evaluate the Part-II (Envelope II) of the RFQ Submission (Eligibility Submissions) based upon the documentary evidence submitted by the Bidders and the clarifications submitted by the Bidders in response to the clarifications sought by the Authority, in support of their eligibility to the criteria mentioned in the RFQ.</p> <p>Qualified Bidders shall be eligible for participation in the Stage-2 of the Bidding Process involving evaluation of Financial Bid. All such Qualified Bidders shall only be invited for participation in Stage-2.</p> <p>B. Stage-2 – RFP and Financial Bids</p> <p>Sub-stage 1– Issue of RFP and Making available financial bid</p> <p>The first sub-stage of the Stage-2 involves the Authority issuing the RFP and making available the details of the financial bid (s.t. fixed % percentage of Gross Sales Revenue to be shared with the Authority) to be submitted by the bidder in sealed cover as part of the financial bid.</p>

	<p>Sub-stage 2 – Submission of financial bids by Qualified Bidders</p> <p>The second sub-stage of Stage-2 involves the submission of financial bids (being the fixed sum, s.t. percentage of Gross Revenue to be shared with the Authority) by the Qualified Bidders on the Bid Due Date in accordance with the terms of the RFP to be released in Stage 2 by the Authority.</p> <p>Sub-stage 3 – Opening of financial bids of Qualified Bidders</p> <p>In the third sub-stage of Stage-2, the Authority shall open the Financial Bids submitted by the Qualified Bidders. The Qualified Bidder quoting the highest Revenue to the Authority in its Financial Bid shall be considered successful.</p>
<p>14. Documents Comprising the Bid in response to this RFQ</p>	<p>14.1 Each bid submitted by the Bidder shall comprise of:</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;">The contents of each of the above envelopes have been detailed in appendix I along with applicable forms & formats in subsequent appendices.</p> <p>14.2 The RFQ process comprises of the first stage of the overall process described in point number 13. In this process, all the successfully qualified bidders will be determined by the Authority.</p>
<p>15. Bid Fee</p>	<p>15.1. All bids shall be accompanied by the bid fee, to be paid in a manner as specified in the BDS.</p> <p>15.2 Any bid submitted without the bid fee shall be summarily rejected.</p>
<p>16. Bid Security</p>	<p>16.1 Post declaration of Stage-1 results, all qualified bidders will have to submit Bid Security as per BDS specifications - amount, mode of submission and date of submission.</p> <p>16.2 Any bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.</p> <p>16.3 The bid security of H2 Bidder shall be released within 15 days after signing of lease cum development agreement with the successful Bidder. The Bid Securities of remaining Bidders (other than second highest bidder) would be returned on issuance of letter of Intent (LoI) to the successful bidder, or if the Bidding Process is cancelled by the Authority.</p> <p>17.4 The Authority shall be entitled to appropriate the Bid Security</p>

	<p>and encash the bank guarantee towards compensation / damages on occurrence of any of the events specified in this RFQ including:</p> <ul style="list-style-type: none"> • 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 after opening; • If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period including extensions made by the by the Authority; <p>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.</p> <p>16.4 In case the Successful Bidder, fails within specified time limit</p> <ul style="list-style-type: none"> • to acknowledge the Letter of Award/ Letter of Intent; • to sign the Agreement and/or; • To furnish the Performance Security as per the provisions of Stage 2 RFP • Failure to take comply with LoI/Agreement conditions • Failure to take over the site within specified time limit.
<p>17. Period of Validity of Bids</p>	<p>17.1 Bids shall remain valid, for a minimum period as specified in the BDS after the expiry of deadline date for bid submission prescribed by the Authority, pursuant to ITB Clause 21.1.</p> <p>17.2 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. The Bidders shall do so, else their bids will become null and liable for rejection. The Bid Security of such Bidders will be appropriated.</p>
<p>18&19. Format and Signing of Bid</p>	<p>18.1 The Bidder shall prepare and submit an original bid</p> <p>18.2 The original 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. All pages of the bid (RFQ and all enclosures) shall be initialled by the person or persons signing the bid.</p> <p>18.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid</p>

D. SUBMISSION OF BIDS

<p>20. Sealing and Marking of Bids</p>	<p>20.1 The Bidder shall seal the bids. 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 and the bid number as indicated in the BDS <p>20.3 The Outer 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, 20.3, the Authority will assume no responsibility for the bid's misplacement or premature opening.</p>
<p>21. Deadline for Submission of Bids</p>	<p>21.1 Bids must be received by the Authority at the address specified in the BDS for ITB Clause 20.2 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>
<p>22. Late Bids</p>	<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

<p>23. Opening of Bids by Authority</p>	<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>
<p>24. Clarification of Bids</p>	<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 in the price or substance of the bid shall be sought, offered, or permitted</p>

<p>25. Preliminary Examination of Bids</p>	<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 RFQ.</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 Or Conditions. The Bid shall be un-conditional.</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>25.4 The Authority's decision on the determination of responsiveness of a bid is final and binding on all the bidders.</p>
<p>26. Scrutiny of Envelope I submissions</p>	<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>
<p>27. Envelope II- Eligibility evaluation</p>	<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 Submissions are 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 the evaluation process, the Authority may also request the Bidder to submit clarifications.</p>

<p>28. Contacting the Authority</p>	<p>29.1 From the opening of bids to the execution of Lease cum Development 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, or indirectly influence the Authority or otherwise interfere in the bid evaluation process, its bid is liable for rejection duly forfeiting all the Deposits held at that time.</p>
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F. POSTQUALIFICATION AND EXECUTION OF LEASE CUM DEVELOPMENT AGREEMENT

<p>29. Authority's Right to Accept Any Bid and to Reject Any or All Bids</p>	<p><i>29.1 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 Lease cum Development Agreement, without assigning any reasons whatsoever thereof.</i></p>
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<p>30. Issuance of Letter of Intent (LoI)</p>	<p>30.1 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>30.2 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>30.3 The Successful Bidder shall, within 15 (fifteen) 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 en-cash 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>30.4 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 Lease cum Development 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>30.5 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, forfeiting its deposits and award the project to the next most highest bidder i.e. H2.</p>
<p>31. Project Development fee</p>	<p>31.1 The successful bidder shall be required to submit a 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>31.2 The project Development Fee shall be paid to the Authority within 7 days from the date of issue of Letter of Intent (LoI) as a precondition for signing of the agreement.</p>

<p>2. Performance Security</p>	<p>32.1 The Successful Bidder shall be required to submit Performance Security (the “Performance Security”) by way of a revolving, 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. The Performance Security shall be equal to 2.5% of the estimated project cost.</p> <p>32.2 The Performance Security in the form of a bank guarantee for each subsequent year 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>32.3 The Performance Security shall be en-cashed for defaults of the Developer as defined in 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>33. Special conditions for Special Purpose Vehicle (SPV) / Special Purpose Company (SPC)</p>	<p>(a) 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). The 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>(b) 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>(c) 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>(d) Further, in the SPC/ SPV formed by the consortium of two members, the 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>

SECTION II. BID DATA SHEET (BDS)

Bid Data Sheet (BDS)

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). Wherever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

A. GENERAL

ITB 1.1	Name of “Authority”: Andhra Pradesh Tourism Development Corporation
ITB 1.2	Title of RFQ: Request for qualification for the Selection of an agency to convert Havelock Bridge, Rajahmundry into a theme based Amusement and Recreation project under Lease cum Development model
ITB 1.3	Lease period is 33 years

B. Minimum ELIGIBILITY CRITERIA

ITB Clause reference	Parameter	Eligibility requirement (Min)	Bid by single Entity (Min)	Bid by a Consortium		
				Lead Member of the consortium	Other member of consortium	All member combined
Technical Experience						
3.2	Total value of eligible projects developed and completed / operational. (INR Crores) ¹	Rs. 232 Crore	Rs. 232 Crore		50% of the eligibility	Must meet requirement
Financial Eligibility						
3.2	Net Worth	Rs 29 Crore	Rs 29 Crore	Min.25%		Must meet requirement
3.2	Annual Turnover	Rs 29 Crore	Rs 29 Crore	Min. 25%		Must meet requirement
Note: An eligible project for considering for evaluation under above points should meet following criteria: <ol style="list-style-type: none"> 1. Minimum project value should be INR 5 Crores 2. Should have been completed during the last 5 years preceding the bid due date 3. Core sector: Out of Rs.232 Cr., Projects worth atleast Rs.46.40 Crores Should be from any of the following project types: Hotels / MICE/ IMAX / Multiplex / Shopping Malls / Restaurants / Resorts / Theme Parks 						

Following Documentary Proof are required to be submitted for the above criteria:

Project details should be provided as per appendix VI along with proofs of the project. Examples of documents that can help establish this proof are: Agreement / Contract/Development agreements, Municipal plans along with photos, permissions from relevant authorities that indicate the scale and owners of the project.

C. PREPARATION OF BIDS

ITB 10.1	<p>Pre-bid queries:</p> <p>The bidders should submit their queries/ suggestions on the RFQ, strictly in the format given below:</p>					
	S. No.	Reference to Section and Clause of RFQ	Reference Page No.	Reference Clause description	Query / Suggestion	
	<p>The queries shall be sent to ED(OP) of AP APTDC, edop@aptdc.in, and Manager(PPP); ppp@aptdc.in.</p> <p>Pre-bid conference:</p> <p>The pre-bid conference shall be held on 09.01.2018, 03.00PM at Vijayawada, AP – The Venue is APTDC office at Stalin Corporate, Autonagar, Vijayawada.</p>					
ITB 16.1	<p>Bid Fee: INR 10,000 only</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 of INR 1.16 Crore (One Crore and Sixteen Lakhs only) shall be submitted in the form of either Demand Draft or unconditional and irrevocable Bank Guarantee from a Nationalized/ Scheduled Bank (excluding Co-operative Banks). The Bid security shall be submitted along with Stage-2 bid.</p>					
ITB 18.1	<p>Validity of Bid security</p> <p>365 days from the date of submission (Bid due date)</p>					
ITB 19.1	NA					

D. SUBMISSION OF BIDS

ITB 20.2	<p>The address for bid submission is:</p> <p>The Managing Director, A.P.Tourism Development Corporation, Stalin Corporate, 5th Floor, 2nd Road, Auto Nagar, Vijayawada – 520007</p>
ITB 21.1	Date for RFQ submission is: 19.01.2018(Upto 04.00 PM).

E. BID OPENING AND EVALUATION

ITB 23.1	<p>Date, and place for RFQ opening are:</p> <p>Date : 19.01.2018 at 04.30 PM</p> <p>Place: Office of the Managing Director, A.P.T.D.C, 5th Floor, Stalin Corporate, 2nd Road, Auto Nagar, Vijayawada – 520007 Or any other date intimated by Authority.</p>
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F. Schedule of Bidding Process

S. No.	Event Description	Date
1	Notice Inviting Tender (RFQs)	30 th Dec 2017
2	Prebid meeting	09 th Jan 2018
3	RFQ Submission Date	19 th Jan 2018
4	Opening of RFQ Submissions	19 th Jan 2018
5	Announcement of Eligibility short-list or Qualified Bidders	To be specified later
6	Submission of Bid Security by Qualified Bidders	Alongwith Stage-2 Bid.
7	Making available RFP for financial bid	To be specified later
8	Last date for receiving queries	To be specified later
9	Pre-Bid Conference (RFP)	To be specified later
10	Authority response to queries latest by	To be specified later
11	Financial Bid Due Date	To be specified later
12	Opening date and time of Financial Bid of the Qualified Bidders	To be specified later
13	Issue of Letter of Award	To be specified later

G. Project Development Fee (PDF) & Performance security

ITB 31.1	One Demand Draft of INR 50 lacs drawn in favor of “Andhra Pradesh Tourism Development Corporation” towards Project Development Fee shall be submitted to the Authority within 15 days of issuance of LoI,
ITB 32.1	One Bank Guarantees of INR2.90 Crores (Rupees Two crore and Ninety lacs only) towards Performance Security shall be submitted to the Authority within 15 days from the date of LoI in the format prescribed as part of this RFP. The validity of Performance Guarantees shall be 3 years.

Note: Wherever, Bank is mentioned, it means, “Any Nationalised/ Scheduled Bank (Other than Co-Operative Banks) operable in Vijayawada and Language means, “English”.

SECTION III - APPENDICES AND SAMPLE FORMATS

APPENDIX I

S. No.	Enclosures to the Envelope-1, Envelope-2 and Envelope-3	Status	
		(Submitted/ Not Submitted)	Comments, if any
Envelope-1			
1.	Downloaded RFQ 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 (Cover 1)		
4.	Demand draft for Bid Fee of INR 10,000 (Ten thousand rupees only)		
5.	Power of Attorney for Bid signatory in the format provided in Appendix IV – Format of Power of Attorney For Bid Signatory (Cover 1)		
6.	Consortium Agreement, if bidding in a consortium		
7.	Power of Attorney for Lead Bidder in Consortium in format provided in Annexure V: Format for Power of Attorney for Lead Bidder in Consortium		
8.	<ul style="list-style-type: none"> ▪ Certificate of Registration/ Incorporation establishing that the sole bidder/ lead bidder in consortium are legally registered in India under relevant act (Companies Act/ Partnership Act etc.) 		
	<ul style="list-style-type: none"> ▪ 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 and the supporting proofs for the same		

APPENDIX II - FORMAT FOR COVERING LETTER

(On the letterhead of the Bidder)

Date:

To

MD, A.P.T.D.C,
5th Floor, Stalin Towers,
Auto Nagar, Vijayawada – 520007

Dear Sir/ Madam:

Sub: Selection of an agency for “Conservation and Development of Havelock Bridge, Rajahmundry into a Theme based Amusement and Recreation Project

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 RFQ for the abovementioned project of <<>> at <<>>, with the details as per the requirements of the RFQ, for your evaluation.

We confirm that our proposal is valid for a period of 365 days 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.

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 (COVER 1) *(To be provided for all bidders)*

1. Bidder details
 - a. **Name of the Bidder**
 - b. **Bidder’s Constitution (Proprietorship / Partnership / Private Limited / Public Limited)**
 - c. **Country of incorporation**
 - d. **Address of corporate headquarters and its branch office(s), if any, in India**
 - e. **Date of incorporation and/or commencement of business**

2. Details of individual (s) who will serve as the point of contact / communication within the Company:
 - a. **Name**
 - b. **Designation:**
 - c. **Company:**
 - d. **Address:**
 - e. **Telephone Number:**
 - f. **E-Mail Address:**
 - g. **Fax Number:**

3. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:
 - a. **Name**
 - b. **Designation:**
 - c. **Company:**
 - d. **Address:**
 - e. **Telephone Number:**
 - f. **E-Mail Address:**
 - g. **Fax Number:**

.....

Signature of the Authorized Person

(Name, Designation and Address)

Appendix IV–Format of Power of Attorney for Bid Signatory-Cover 1

(On Stamp Paper of relevant value and 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 <<>> at <<>>, including signing and submission of all documents and providing information/ responses to <<Authority name>> in all matters before <<Authority name>>, 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 Bidder in Consortium (Cover I)

(On Stamp Paper of relevant value and duly attested by notary public. To be submitted by the lead bidder with signatures of authorized bid signatory of consortium member)

Whereas the <<Authority Name>> (AUTHORITY) has invited bids for << >> at << >>.

Whereas, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ) 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 ____ 20**

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 (Cover 2)

General Experience:

S. No.	Particulars	Details
1.	Name of the Eligible Project	
2.	Cost of the eligible project	INR ___(Rupees XXX) ¹
3.	Type of Project	Ex: Multiplex / Hotels / Resorts etc.
4.	Details of the project	Area of the project : _____ Total built up Sq.ft : _____ FSI : _____ Year of completion: _____ Start of commercial operations:<Date> ²
5.	Location, State, Country	Location: State: Country:
6.	Proof of development attached Municipal plans, photographs copies of agreements	Y/N

Financial Eligibility

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

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 in the preceding financial year before the Application Due Date as per the Audited Annual Report.

The Bidder should provide a Statutory Auditor's Certificate / CA Certificate certifying the Net Worth as on 31st March, 2017 and also specifying the methodology adopted for calculating such net worth, which should be matching the formula indicated in this RFQ.

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

Appendix VII Bank Guarantee Format

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

B.G.

No.

Dated:

In consideration of you, <<name and address of the Authority>>, (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 <<>> (hereinafter referred to as "the Project") pursuant to the RFQ 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 RFQ Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ 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 fulfil 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 fulfilment 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 fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ Lakhs. (Rupees _____ Lakhs only)

4. This Guarantee shall be irrevocable and remain in full force for a period of _____ (_____) 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.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to ___[Name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder

Before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13. For 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 _____ days after the Bid Due Date)].

Signed and Delivered by
Bank

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

(Signature of the Authorized Signatory)

(Official Seal)