

# REQUEST FOR PROPOSAL

**FOR SELECTION OF AGENCY FOR DESIGN, BUILD,  
OPERATE, AND MARKET OF ECO TENTS AT  
MALLAYAKONDA HILLTOP IN ANNAMAYYA DISTRICT,  
ANDHRA PRADESH**

*December 2022*

**Managing Director**

**Andhra Pradesh Tourism Development Corporation (APTDC),**

**5th floor, Near C G O Complex, Industrial estate,**

**Vijayawada Andhra Pradesh - 520007**

**Phone: 0866-2552967**

**Email: [ppp@aptdc.in](mailto:ppp@aptdc.in), [edp@aptdc.in](mailto:edp@aptdc.in)**

## Table of Contents

<b>Section</b>	<b>Description</b>	<b>Page No.</b>
<b>I</b>	<b>Letter of Invitation</b>	8
<b>II</b>	<b>Instructions to Applicants</b>	11
<b>III</b>	<b>Data Sheet</b>	16
<b>IV</b>	<b>Preparation, Submission and Evaluation of Proposals</b>	21
<b>V</b>	<b>Terms of Reference</b>	30
<b>VI</b>	<b>Formats for Proposal Submission (Annexure)</b>	43

## SCHEDULE OF TENDER PROCESS

The below schedule is tentative. APTDC reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Event Description	Scheduled Date
<b>Tender Notice No:</b>	
<b>RFP Issue / Start Date</b>	08.12.2022
<b>Pre-Bid conference date/time/venue</b>	14.12.2022 11:00 AM, to be conducted online through Google Meet / Zoom. (Interested bidders shall send the request for participation through e-mail on or before 13.12.2022 12 PM.
<b>Last date/time for clarification</b>	19.12.2022 16:00 Hrs
<b>Due date for Receipt of Proposals/ Bids (Proposal Submission Date or Bid Due Date - BDD)</b>	16:00 Hrs (IST) on 28.12.2022 Online Submission
<b>Submission of DD and other hard copies (If applicable)</b>	16:00 Hrs (IST) on 28.12.2022 Original Hard copy Submission
<b>Date and Time of Opening Bids (Technical)</b>	16:30 Hrs (IST) on 28.12.2022
<b>Opening of Financial Proposal / bids</b>	16:30 Hrs (IST) on 03.01.2023

**Any addendum / corrigendum to the RFP Document shall be intimated to all the Applicants / Bidders through E-Procurement platform only.**

1. The dates scheduled for RECEIPT and OPENING of bids are fixed and shall not be changed under any circumstances. However, the Managing Director, APTDC (the “**Authority**”) reserves the right of postponement of the date of opening of Technical Bids or date of opening of Financial Bids in the event of any unforeseen reasons. The Authority reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.
2. The Authority shall not be responsible for any non-receipt of tenders or late uploading of tenders online for any reason, whatsoever.
3. Failure to fill and sign the declaration and check slip shall make tender invalid.

4. Interested bidders may obtain further information about this requirement from the office of Managing Director, APTDC. RFP Documents can be downloaded online by paying the transaction fee by the participating bidders electronically at <https://tender.a procurement.gov.in>. The transaction fee is Non-Refundable.
5. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in schedule of tender process above. The queries can also be sent to [ppp@aptdc.in](mailto:ppp@aptdc.in), [edp@aptdc.in](mailto:edp@aptdc.in)(Email ID) which must be received by the Authority by last date / time clarification. Queries received after due date and time shall not be considered.
6. The Proposals shall be filled in English and all entries must be typed / written in blue/black ink. Initials of the Authorized representative of the Bidder must attest all erasures and alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
7. The Authority shall not be responsible for any costs or expenses incurred by the bidder(s) in connection with the preparation and delivery of Proposals, including costs and expenses related to transport etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement / Bid Process and /or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
8. The Proposal / bid shall be valid for a period of not less than 180 days from the Bid Due Date (the "BDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, bidder will not be permitted to modify their submitted bids after the BDD.
9. It is clarified that bids are to be submitted as per the procedure prescribed in the RFP & E-Procurement platform of the APTS. The bidders are advised to consult APTS authorities for any technical / procedural issues while submitting the bids and the APTDC will not be held responsible for any such technical / procedural issues while submitting the bid.

## INTERPRETATION

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

- a. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- b. A reference to any gender includes the other gender.
- c. A reference to any agreement is a reference to that agreement and all annexes, Attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof.
- iv. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed.
- v. Any reference to a person shall include such persons, successors and assignees.
- vi. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form.
- vii. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP.
- viii. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,
- ix. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- x. Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

## **DISCLAIMER**

1. The information contained in this Request for Proposal document ("RFPDocument") or subsequently provided to Applicants (Bidders/ Applicants), whether verbally or in documentary or any other form by or on behalf Andhra Pradesh Tourism Development Corporation (APTDC), (herein after referred to as "Authority") or any of its employees/ officers/ representatives, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project / assignment proposed to be awarded pursuant to this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Authority and its employees/ officers/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process / Tender Process (hereinafter defined).
6. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicants shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements and information contained in this RFP.
8. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that Authority is bound to select an Applicant or to appoint the Selected Applicant/ Selected Bidder, as the case may be, for the subject assignment / project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. Laws of the Republic of India are applicable to this RFP.

# **1. LETTER OF INVITATION**

## 1. LETTER OF INVITATION

To,

Whom so ever it is communicated by the authorized-on behalf of APTDC

**Dear Madam / Sir,**

Andhra Pradesh Tourism Development Corporation (“APTDC” or “Authority”) intends to select an Agency (“hereinafter referred to as the “Agency”) for Selection of Agency for Design, Build, Operate, And Market of Eco Tents at Mallayakonda Hilltop in Annamayya District, Andhra Pradesh.

The scope includes the activities include but not limited to Design, Build, Operate, and Market the Eco Tents and supporting infrastructure facilities like accommodation facilities, amenities, furniture, and other required infrastructure for operation of the project. Operator shall develop conceptual plan, layout plan, working drawings, for the project. The operator shall setup and manage Restaurant and Accommodation facilities in 20 Eco Tents, bar facilities as per guidelines in vogue, MEP services, at Mallayakonda Hilltop in Annamayya District, Andhra Pradesh.

- 1.1 The RFP is applicable to all such applicants eligible for providing such similar services as mentioned in Data Sheet of this RFP. Details of the services required to be provided by the Selected Applicant and the details of the sites are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).
- 1.2 Proposal submissions must be received no later than the Proposal Due Date specified in the “**Schedule of Tender Process**” in the manner specified in the RFP Document at the address given below clearly mentioning the name of the assignment.

**“SELECTION OF AGENCY FOR DESIGN, BUILD, OPERATE, AND MARKET OF ECO TENTS AT MALLAYAKONDA HILLTOP IN ANNAMAYYA DISTRICT, ANDHRA PRADESH.”**

To  
The Managing Director  
Andhra Pradesh Tourism Development Corporation (APTDC),  
5th floor, Near C G O Complex, Industrial estate,  
Vijayawada Andhra Pradesh - 520007  
Phone: 0866-2552967  
Email: [ppp@aptdc.in](mailto:ppp@aptdc.in), [edp@aptdc.in](mailto:edp@aptdc.in)

- 1.3 This RFP has following sections\*:

Section – 1	Letter of Invitation
Section – 2	Instructions to Applicants

Section – 3	Data Sheet
Section – 4	Preparation, Submission and Evaluation of Proposals
Section – 5	Terms of Reference
Section – 6	Formats for Proposal Submission (Annexures)

- 1.4 The Agency for providing its services for the said Assignment / Project will be selected on the basis of the Highest quote (H1) towards Minimum Assured Annual Revenue Share as described in this RFP. The Financial Proposals (Price Proposals) of only those Applicants, who qualify the eligibility (technical & financial capability) criteria as mentioned in this RFP will be opened and evaluated.
- 1.5 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the Applicant must attest all erasures and alterations made while filling the Proposal. Over writing of figures in the Financial Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
- 1.6 The Authority shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. The Authority reserves the right to cancel, terminate, change or modify this procurement /Tender Process and /or requirements of proposal as stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.
- 1.7 The Proposal shall be valid for a period of not less than One hundred and eighty (180) days from the Bid Due Date (the "**BDD**"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Applicant may request the Authority to extend the period of validity for a specified additional period. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda to all the Bidders. The request for the extension shall be made in writing. However, Applicants will not be permitted to modify their submitted proposals.

Date: 08-12-2022

For Andhra Pradesh Tourism Development Corporation

**MD, APTDC**

## **2. INSTRUCTIONS TO APPLICANTS**

## 2. INSTRUCTIONS TO APPLICANTS

- 2.1 The Authority has adopted a Single-stage Two-Part process (hereinafter referred to as the “**Selection Process/ Tender Process**”) for selection of an Agency, for award of the Assignment. The Proposal submission is envisaged in two parts - Technical Proposal and Financial Proposal. The Applicants may submit their Proposals in response to this RFP, in accordance with the provisions of this RFP (“**Applicants**”). The Technical Proposals to be submitted by Applicants shall comprise of technical and financial capability documents and other requisite documents/clarifications as per the terms of this RFP. The Financial Proposals of only those Applicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall be opened for further processing. Tenders have to be submitted ONLINE in two parts in the prescribed proforma i.e., Technical Bid Part. I and Financial Bid Part II
- 2.2 Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting their Proposals.
- 2.3 Broad description of the objectives, scope of services, deliverables, and other requirements relating to this Assignment are specified in this RFP. In case, an Applicant possesses the requisite experience and capabilities required for undertaking the Assignment, it is invited to participate in the Selection Process either individually or as a consortium of entities (the “**Consortium**”), where it is to be noted that the Applicants bidding individually cannot be a member of a Consortium or vice versa. The entity claiming experience under eligibility criteria (as mentioned in the data sheet) should have held, in the company owing the eligible Assignment, a minimum of 26% (twenty-six per cent) equity during the entire assignment duration for which eligible experience is being claimed. In the case of a Consortium, any of the members of the Consortium must have the mentioned / required experience as stipulated in this RFP and such member shall hold an equity not less than 26% in the Consortium at all times during the Agreement Period. The experience/qualifications of the parent/subsidiary company of any of the consortium members will not be relevant.
- 2.4 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexures provided.
- 2.5 No Applicant or its Associate shall submit more than one Proposal for the Assignment.
- 2.6 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.7 The Authority reserves the right to terminate an Applicant(s) participation in the Tender Process at any time, should the Authority consider that an Applicant has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.
- 2.8 Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6, authorizing the signatory of the Proposal to commit and bind the Applicant.

2.9 It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in the RFP;
- d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest;
- f. Agreed to be bound by the undertaking and all other documents provided by it under and in terms hereof; And
- g. Satisfied itself about the assignment conditions and made a complete and careful examination of the same.

2.10 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.11 The Proposal of an Applicant shall be liable for disqualification in the event of the following:

- a. If the Applicant refuses to accept the correction of errors in its Proposal, (or)
- b. at any time, a misrepresentation is made or uncovered or a suppressed fact is uncovered, (or)
- c. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal or does not respond to any queries raised by the Authority, (or)
- d. If the applicant submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Authority.
- e. If the Applicant submits multiple proposals for the subject Assignment.

## 2.12 QUERIES AND CLARIFICATIONS

The Bidders are requested to study this entire RFP document in detail. If the Bidders have any queries related to the RFP or on the proposed Assignment, they may submit such queries to the Authority in writing or e-mail to [ppp@aptdc.in](mailto:ppp@aptdc.in), [edp@aptdc.in](mailto:edp@aptdc.in) on or before the Clarification(s) due date specified in the "Data Sheet / Schedule of Tender". Clarifications for all such queries received would be provided by the Authority at least five (5) working days before the bid due date / time of Bid submission date. All such queries received, and clarifications provided by the Authority shall be

informed by uploading on <https://tender.apecurement.gov.in> mentioning as Addendum / Corrigendum for the subject title of the RFP without identifying the names of the Bidders. Bidders are requested to keep themselves updated on the same and Authority takes no responsibility on any claims of non-information.

#### 2.13 AMENDMENT TO RFP

- a. At any time prior to the due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum / Corrigendum.
- b. In order to provide the Bidders with reasonable time for taking an amendment into account, or for any other reason, Authority may, in its sole discretion, extend the BDD.
- c. The above changes & amendments, if any, will be notified on <https://tender.apecurement.gov.in> for the Assignment.

#### 2.14 CONFLICT OF INTEREST

- a. The Authority requires that the Bidders provide professional, objective, and impartial advice and at all times hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that would conflict with its prior or current obligations to other Authority(s), or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- b. A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.
- c. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. a constituent of such Bidder is also a constituent of another Bidder; (or)
  - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; (or)
  - iii. such Bidder has the same legal representative for purposes of this Application as any other Bidder; (or)
  - iv. if a Bidder is engaged by the Authority to provide goods or works or services and if the Associate(s) of such firm is engaged for providing services for the same project and vice versa.
  - v. If a Bidder submits multiple Proposals either individually or as a member of any Consortium and vice versa.

#### 2.15 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- 2.15.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the BDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the BDD.

- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority shall be disregarded.

## 2.16 REJECTION OF PROPOSALS

- 2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposals and to annul the Tender Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder or may take such other steps as it may deem fit in its sole discretion as per applicable laws without being liable for the same in any manner.
- 2.16.2 The Authority reserves the right not to proceed with the Tender Process at any time, without notice or liability, and to reject any Proposals without assigning any reasons and without being liable for the same in any manner.
- 2.16.3 If the Applicant has submitting any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively "Foreign Documents") then the Applicant, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project/ Assignment, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Applicant. However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Applicants may affix an 'Apostle' sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Applicant shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India.

# **3. DATA SHEET**

### 3. DATA SHEET

S.No.	Key Information	Details						
<b>RFP Details</b>								
1.	<b>Project/Assignment</b>	“Selection of Agency for Design, Build, Operate, And Market of Eco Tents at Mallayakonda Hilltop in Annamayya District, Andhra Pradesh”						
2.	<b>Organization / Authority</b>	Andhra Pradesh Tourism Development Corporation (APTDC)						
3.	<b>Projects / Site Details</b>	Enclosed in the TOR						
<b>Proposal Conditions and Evaluation</b>								
4.	<b>Proposal Validity</b>	The Proposal shall be unconditional, firm and irrevocable and shall be valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date (PDD)						
5.	<b>Minimum Eligibility Criteria</b>	<p>The applicant must meet all the following minimum eligibility criteria.</p> <p>a) Proposals towards technical eligibility will be assessed in accordance with Quality based Selection (QBS) method. Applicants meeting the minimum eligibility criteria (Quality Based Selection) i.e., securing marks not less than 70 (under a, b &amp; c below) only will be considered and undertaken. Applicants not meeting the minimum eligibility criteria i.e., scoring marks less than 70 are deemed to be disqualified from further evaluation process.</p> <p>b) The top 5 (highest scoring agencies over and above the threshold 70 marks) shall be further processed for Financial Proposal evaluation. The Authority shall carry out a detailed technical evaluation of the participating agencies in accordance with the criterion as mentioned below:</p> <p>c) The Applicant Should have a minimum 3 years of experience in Operation and Maintenance of Clamping/ Glamping/ Hospitality/ Tourism.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Criteria</th> <th style="width: 40%;">Max Marks</th> </tr> </thead> <tbody> <tr> <td>a) A minimum 3 years of experience in Operation and Maintenance of Camping/ Glamping/ Hospitality/ Tourism.</td> <td style="text-align: center;">25 Marks</td> </tr> <tr> <td>b) A minimum 4 years of</td> <td style="text-align: center;">30 Marks</td> </tr> </tbody> </table>	Criteria	Max Marks	a) A minimum 3 years of experience in Operation and Maintenance of Camping/ Glamping/ Hospitality/ Tourism.	25 Marks	b) A minimum 4 years of	30 Marks
Criteria	Max Marks							
a) A minimum 3 years of experience in Operation and Maintenance of Camping/ Glamping/ Hospitality/ Tourism.	25 Marks							
b) A minimum 4 years of	30 Marks							

S.No.	Key Information	Details	
		experience in Operation and Maintenance of Camping/ Glamping/ Hospitality/ Tourism.	
		c) A minimum 5 years of experience in Operation and Maintenance of Camping/ Glamping/ Hospitality/ Tourism.	35 Marks
		d) The Applicant Should have minimum of Rs. 3cr. turnover in the last 3 financial years (an auditor certificate for the same should be attached by the bidder).	
		<b>Criteria</b>	<b>Max Marks</b>
		a) A minimum of Rs. 3 cr. turnover in any 3 years in the last 5 financial years (an auditor certificate for the same should be attached by the bidder).	20 Marks
		b) A minimum of Rs. 4 cr. turnover in any 3 years in the last 5 financial years (an auditor certificate for the same should be attached by the bidder).	25 arks
		c) A minimum of Rs. 5 cr. turnover in any 3 years in the last 5 financial years (an auditor certificate for the same should be attached by the bidder).	30 Marks
		e) The applicant should have an experience of installing at least a minimum of 20 tents(Camping/Glamping) during the last 5 Years.	
		<b>Criteria</b>	<b>Max Marks</b>
		a) Applicant should have an experience of installing at least a minimum of 20 tents(Camping/Glamping) during the last 5 Years.	20 Marks
		b) Applicant should have an experience of installing at	25 Marks

S.No.	Key Information	Details	
		<p>least a minimum of 25 tents(Camping/Glamping) during the last 5 Years.</p>	
		<p>c) Applicant should have an experience of installing at least a minimum of 30 tents(Camping/Glamping) during the last 5 Years.</p>	<p>30 Marks</p>
		<p>*Incase the bidder doesn't have the mentioned requisite experience in (e), then the same shall enter into an MOU with such experienced firm for installation of tents (Camping/Glamping) to support the installation/development of the project if the bidder is termed as selected bidder.</p> <p><b>Note:</b> In case the applicant does not possess the requisite experience as mentioned under (c) &amp; (e) above, then the same shall enter into MoU with such experienced Agency(s) for the execution of subject assignment for a period not less than 5 years. The experience of such Agency shall be considered for the above eligibility &amp; marking criterion, provided that the bidder submits the MoU and all the relevant documents for the same.</p> <p>f) Presentation wrt the Operational SOPs and plans / way forward to increase the revenue of the project by 20% within 4 months from the CoD – 5 Marks</p> <p><b>Note:</b></p> <p>i. For demonstrating the Technical Capacity, the Applicant is required to submit copy of the related Experience details (Company Registration Certificate, Property Tax, Certificate from local body) / Letters/Work Orders/Agreements/completion certificates) as proof of their experience.</p> <p>ii. For demonstrating the Financial Capacity, the Applicant is required to submit copy of the Audited annual financial statements for the last three financial years immediately preceding the Bid Due Date.</p>	
<p>6.</p>	<p><b>Proposal Evaluation</b></p>	<ul style="list-style-type: none"> <li>Financial Proposal of only those Applicants meeting the minimum eligibility criteria will be considered and undertaken. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further evaluation process.</li> <li>Financial Evaluation: Price bids of qualified applicants will only be opened. The Financial Bid would be assessed on the basis of the Highest quote – H1 (above the IBM value) towards Minimum Assured Annual Revenue Share by an Applicant for the Assignment duly adhering the guidelines for reverse tendering as per G.O.Ms. No. 79 Finance (HR. V – TFR) Department; Dated: 25-08-2020.</li> </ul>	

S.No.	Key Information	Details
7.	<b>Criteria for selection of Agency</b>	<ul style="list-style-type: none"> <li>Criteria for selection of Agency would be the Highest quote (H1) in terms of INR(above the IBM value) as quoted by the applicant for the execution of the assignment upon the eligibility qualification adhering to reverse tendering guidelines.</li> </ul>
8.	EMD& Processing fee	<ul style="list-style-type: none"> <li>It is mandatory for all the participating bidders to pay a refundable EMD of Rs. 3,00,000/- drawn from any Nationalized / Scheduled bank in favor of “MD, APTDC”, Vijayawada by way of DD payable at Vijayawada or through “Online e-procurement payment gateway”.</li> <li>The EMD shall be valid for 30 days beyond the Bid Validity period.</li> <li>It is mandatory for all the participating bidders to pay a Non-refundable Processing fee of Rs.15,000/-online deposit to APTDC Account. Account Name: APTDC LTD Bank &amp; Branch: State Bank of India, Patamatalanka Branch Account No: 62081485896 IFSC Code: SBIN0020542</li> </ul>
<b>Proposal Submissions</b>		
9.	Online Submission	The bidder shall submit his response through bid submission to the tender on e-procurement platform at <a href="https://tender.apeprocurement.gov.in">https://tender.apeprocurement.gov.in</a> . No offline bids shall be entertained by the Tender Inviting Authority
10.	Technical Proposal for Eligibility Qualification	<ul style="list-style-type: none"> <li>Online payment/ DD towards EMD and Processing fee</li> <li>Signed RFP Document</li> <li>Checklist of Submissions ~ Annexure 1</li> <li>Covering Letter ~ Annexure 2</li> <li>Similar Experience towards minimum eligibility ~ Annexure 3 (All documents as mentioned in S.No.3 of Data Sheet)</li> <li>GST registration certificate and PAN Card only. (The successful bidder shall submit the GST REGISTERED IN AP before entering into agreement) ~ Annexure 4</li> <li>Financial Experience towards minimum eligibility ~ Annexure 5</li> <li>Power of Authority ~ Annexure 6</li> <li>Firm / Organization Registration Certificate ~ Annexure 7 (Not required for Proprietary firm)</li> <li>Affidavit of non-blacklisting by any Authority / authority in India~ Annexure 8.</li> </ul>

S.No.	Key Information	Details
		<ul style="list-style-type: none"> <li>Power of Attorney and MoU for Consortium ~ Annexure 9 (if required)</li> </ul>
11.	Financial Proposal	The Applicants shall be required to submit their Financial Proposal in the format as provided in the e-tendering platform.
12.	Duration of Assignment	<p>The Assignment shall be valid for a period of Five years from the date of signing of Agreement. The same shall be further extended for a period of Two (2) years upon acceptance of either party and obtaining of necessary approvals from competent authority(s) by the selected bidder.</p> <p>The MD, APTDC reserves the right to terminate the contract at any time without any prior notice and cause at their sole discretion.</p>
13.	Performance Security	<ul style="list-style-type: none"> <li>The performance security for the amount equivalent to the Final Bid value in terms of INR (as quoted by successful bidder per annum) to be paid by the Successful Bidder as per T&amp;C of this RFP.</li> </ul> <p>The Successful Bidder for this assignment shall furnish the same within 15 days from the data of receipt of Letter of Award.</p>
14.	Success Fee	<ul style="list-style-type: none"> <li>The Success Fee equivalent to two-point five percent (2.5%) of the landed project cost (as infused by the Selected Bidder) towards the project &amp; its components developed on PPP mode plus applicable GST is to be paid by the Selected developer to APTDC. This will be a pre-condition for signing of agreement.</li> </ul>
15.	Project Development Fee	<ul style="list-style-type: none"> <li>The Project Development Fee (PDF) equivalent to one percent (1%) of the landed project cost (as infused by the Selected Bidder) towards the project &amp; its components developed on PPP mode plus GST will be paid by the selected developer to APTDC. This will be a pre-condition for signing of agreement.</li> </ul>

## **4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS**

## 4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

### 4.1 GENERAL

- a. The Applicant shall bear all costs associated with the preparation and submission of its Proposal, including site visits, required data collection, analysis, etc., as also any discussions/negotiations. The Authority shall not be responsible or liable for any such costs incurred.
- b. An Applicant shall be a Legal entity. An Applicant may be a natural person born in India or abroad or a private entity, a Section 8 company, NGO, a partnership firm or an LLP or a Consortium incorporated in India by the above or as per applicable laws of the country of its origin. A consortium of 2 entities can participate in this Tender Process.
- c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- d. All communication and information shall be provided in writing and in English language only.
- e. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

### 4.2 PREPARATION AND SUBMISSION OF PROPOSALS

Tenders have to be submitted ONLINE in two parts in the prescribed proforma i.e., Technical Bid Part. I and Financial Bid Part II

- a) Registration with e-Procurement platform: For registration and online bid submission, bidders may visit <https://tender.apecurement.gov.in>. The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
- b) The bidder is requested to download the tender document from website at <https://tender.apecurement.gov.in> and read all the terms and conditions mentioned in the tender Document. Clarifications can be sought from the Tender Inviting Authority. Any offline bid, submission clause in the tender document shall not be considered.
- c) The bidder has to keep track of any changes by viewing the addendum / corrigendum are issued by the Tender Inviting Authority from time-to-time in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

- d) The bidder shall submit his response through bid submission to the tender on e-procurement platform at <https://tender.apecurement.gov.in>. No offline bids shall be entertained by the Tender Inviting Authority.
- e) The bidders shall submit their eligibility and qualification documents, technical bid, financial bid etc., in the standard formats prescribed in the Tender documents, scanned and to be submitted in the e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids except financial bid in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/ authenticity.

Note: - All the required documents are to be arranged in the serial order, (Serial Numbers and Page Numbers should be indicated on the right-side top of the corner) and to be uploaded to the e-procurement web site i.e., <https://tender.apecurement.gov.in>.

The following documents are to be uploaded:

- Online payment/ DD towards EMD& Processing fee
  - Signed RFP Document
  - Checklist of Submissions ~ Annexure 1
  - Covering Letter ~ Annexure 2
  - Similar Experience towards minimum eligibility ~ Annexure 3(All documents as mentioned in S.No.3 of Data Sheet)
  - GST registration certificate and PAN Card only. (The successful bidder shall submit the GST REGISTERED IN AP before entering into agreement) ~ Annexure 4
  - Financial Experience towards minimum eligibility ~ Annexure 5
  - Power of Authority ~ Annexure 6
  - Firm / Organisation Registration Certificate ~ Annexure 7 (Not required for Proprietary firm)
  - Affidavit of non-blacklisting by any Authority / authority in India~ Annexure 8
  - Power of Attorney and MoU for Consortium ~ Annexure 9 (if required)
- f) The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GoAP and service provider is not responsible for incomplete bid submission by bidders. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.
- g) Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.

#### 4.3 SIGNING OF PROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the Applicant. They should also sign & stamp each page of the RFP. Each Applicant shall submit a Power of Attorney as per the format at Annexure 6; authorizing the signatory of the Proposal to commit and bind the Applicant.

#### **4.4 OPENING OF PROPOSALS**

- a. Proposals received on or before the Bid Due Date (BDD) will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.

#### **4.5 OPENING AND EVALUATION OF TECHNICAL PROPOSAL**

- a. The Technical Proposals shall be opened on the date as mentioned in the schedule of tender and shall be evaluated for Minimum Eligibility Criteria as per the Data Sheet stipulated in this RFP.
- b. Only those proposals meeting the Minimum Eligibility Criteria, will be considered for further evaluation.
- c. Applicants not meeting the minimum eligibility criteria will be deemed to be disqualified and will not be considered for further evaluation. No correspondence or representation will be entertained in this regard and the Authority's decision will be final in this regard.
- d. The eligible Proposals will be checked for all the mandatory documents and submissions (Mandatory Annexures and their supporting documents if any) duly signed as per the list provided above and in the prescribed formats. The Authority shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

#### **4.6 FINANCIAL PROPOSAL**

**Criteria for selection of Service Provider would be the Highest Quote (H1)** as quoted by the Bidder for the execution of the Assignment for the entire Agreement Period, upon the minimum eligibility qualification adhering to the reverse tendering guidelines. The selected bidder shall pay the quoted amount on or before the 15<sup>th</sup> day of each month in equal instalments.

The bidders shall quote their financial proposal towards their bid for the subject assignment in terms of INR towards Minimum Assured Annual Revenue Share and shall be more/greater than the IBM value. The IBM value as determined by the Authority for Project site location at Mallayakonda Hilltop is INR 1,00,000 /- (INR One Lakh Only). The quote as submitted

by the selected bidder shall be for the first year of possession of property and the same will be enhanced by 5% every year for subsequent years during the agreement period.

**Note:** The bidder shall pay Minimum Assured Revenue quoted + Enhancements by 5% every year or Revenue share of 10% on gross receipts whichever is higher. The applicable taxes (GST etc.) are in addition to the quoted amount.

The Financial Proposal of those Applicants who have qualified the Minimum Eligibility Criteria i.e., technical proposal will only be opened.

The H1 Quote quoted by the technically qualified bidders in the commercial stage shall be the base price for reverse tendering.

The bidder shall be selected based on their Technical and Financial Proposal duly adhering the guidelines for reverse tendering as per G.O.Ms. No. 79 Finance (HR. V – TFR) Department; Dated: 25-08-2020.

#### **Reverse Tendering Process**

i. After identification of the H-1 Initial Price Offer, eligible (those who have submitted original hard copies of the DD / Online payment for EMD) bidders shall be transferred to the Reverse Auction Platform.

ii. The initial period of the Reverse tendering process will start on the date and time fixed and displayed, following which there will be auto extensions of time by 15 minutes in case of any change in bids recorded in the prior 15 minutes.

iii. Increments made in each subsequent bid shall not be less than 0.5%.

iv. Only the current H1 bid shall be visible to all bidders who may revise their bids until the end of the process.

v. The H1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding.

vi. The contractor should register in <https://tender.apecurement.gov.in> for participation in reverse auction.

vii. If the number of bidders participated in initial tendering are more than five (05), 60% of the bidders participated in initial tendering (Counting from the bidder, who has quoted highest initial price offer) or five (05) whichever is more shall be allowed for reverse tendering, if the number of bidders participated are equal or less than five (05), all the bidders shall be allowed to participate in the reverse tendering as per G.O.Ms. No. 271 MA & UD (UH) Dept. dt 16/10/2019.

viii. To conduct reverse tender process at least two bidders would be required. If only single responsive bidder available, Government have discretion to consider the single responsive bidder, when price offer is substantially high i.e., minimum 10% more than the estimated contract value / Internal Benchmark Value dispensing with reverse auction.

#### **4.7 CONDITION ON APPLICANTS / BIDDERS**

Bidding shall be open to Applicants (which include companies, partnerships, and proprietary concerns), duly registered consortiums. In case of a consortium, the lead firm / applicant (which shall be single entity) shall be specified and fully empowered to represent the consortium. The lead member shall have a minimum stake of 26% in the consortium and other members who claim the eligible experience should have not less than 26% at all times during the project duration.

The following conditions for consortiums shall apply:

A consortium contract which specifies the exact members of the consortium.

Bidders are allowed to participate in the bidding through a consortium structure with a cap of three members. The members of the consortium are to be clearly identified at the time of bidding and any business/shareholding/other relationship between them is to be made clear.

Bidding Consortium is required to nominate a Lead Member for the purposes of interacting with the Authority. The nomination of the Lead Member shall be supported by notarized copies of Memorandum of Understanding and Power of Attorney signed by all the members on a stamp paper of Rs 100/- (One Hundred only), the formats for which are supplied in Annexure C with this RFP.

The Consortium contract shall clearly specify the exact role and responsibility of each of the consortium members.

In case of the Selected agency being a consortium, the members of the consortium shall be required to incorporate a company under the Companies Act, 1956. The Selected agency Contract in such a case would be signed with the newly incorporated Company. The lead member of the consortium would be required to hold, initially and at all times during the duration period of the project execution Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company. The other member of the consortium who claim the eligible experience would be required to hold, initially and at all times for during the duration of the project Contract, not less than 26% of the aggregate shareholding of the newly incorporated consortium company.

A member cannot be a member of more than one bidding consortium. An individual applying as a single Bidder cannot at the same time be member of any Consortium bidding under this RFP and vice versa.

Each member of the Consortium shall be jointly and severally liable for the due implementation of the Project.

Any changes and deviation of roles and responsibilities after the submission of Bid and before the execution of the Agreement shall entitle Authority to reject the Bid in its sole discretion.

Authority reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Provider Contract.

**4.8 ANNULMENT OF AWARD**

Failure of the Applicant to comply with the requirements set forth in this RFP Document and / or the provisions of the Contract shall constitute sufficient grounds for the annulment of the award.

**4.9 AUTHORITY'S RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL PROPOSALS**

Authority reserves the right to accept or reject any Proposal in its sole discretion, and to annul the Tender Process or reject all proposals without assigning any reason whatsoever at its sole discretion at any time before issuance of a Letter of Award without incurring any liability.

## **5. TERMS OF REFERENCE**

## **5. TERMS OF REFERENCE**

### **5.1 BACKGROUND**

Andhra Pradesh Tourism Development Corporation (APTDC) Limited, Vijayawada is a state government corporation, which is involved in development and promotion of tourism in Andhra Pradesh State. The aim of the APTDC is to provide state-of-the-art tourism infrastructure facilities to tourists visiting Andhra Pradesh. APTDC owns a considerable transport fleet and water fleet, operates leisure-based cruises and water sports and sound and light shows, etc. APTDC has a chain of Haritha Hotels, spread across Andhra Pradesh at all major tourist destinations, which includes wayside amenities on major National Highways.

Andhra Pradesh Tourism Development Corporation Ltd. (APTDC) intends to select Agency for the subject assignment / project.

"Tenders" are invited from experienced Firms / Organizations in their capacities who are already working in these similar areas with proven track record.

### **5.2 PROPERTY DETAILS**

The property is to be developed at Mallyakonda Hilltop in Annamayya District, of Andhra Pradesh. The project is for Set Up, Operation and Management of Eco Tents at, Mallyakonda Hilltop in Annamayya District, of Andhra Pradesh.

#### **5.2.1 Mallyakonda Hilltop in Annamayya District**

The property is in Thamballapalli Village of Thamballapalli Mandal in Annamayya District. Mallyakonda Temple is a famous tourist spot for tourist in that area. It is known for one of its magnificent backdrops of hills and salubrious forests.

Mallyakonda is having the nearest railway station in Ramanand is 33 Km, nearest bus station in the village itself, and nearest Airport is Cudappah Airport is 120 Km. The village is abutting the SH – 401.

The project details of the site are mentioned in Appendix I.

The site is to be developed with Eco Resort having eco tents with restaurant and toilet facilities and recreation facilities, 20 Eco Tents (max) with bedroom, lounge, toilet and balcony facilities. The eco tents are to be provided with proper lighting and Air Conditioning facilities. The site is to be developed with approach road, pathway, parking, toilets, and seating benches along with solar lights, landscaping, directional signages and waste collection bins on site.

### 5.3 LAND DETAILS

<b>Number</b>	<b>Details</b>
<b>Location</b>	Mallayakonda Hilltop
<b>Area of land</b>	2 Acres
<b>Survey Number</b>	Sy. No.
<b>Village</b>	Thamballapalli
<b>Mandal</b>	Thamballapalli
<b>District</b>	Annamayya

### 5.4 CONNECTIVITY/ TOURIST ATTRACTIONS

<b>Number</b>	<b>Details</b>
<b>Location</b>	Mallayakonda Hilltop
<b>Nearest Highway</b>	SH - 401 (0.2 Km)
<b>Nearest Airport</b>	Cuddapah Airport (120 Km)
<b>Nearest Railway Station</b>	Ramanand (33 Km)
<b>Nearest Bus Station</b>	Within the Town
<b>Nearby Tourist Attractions</b>	Gurramkonda Fort Mallaya Konda Temple

### 5.5 PROVISION FOR BAR

Bar may be operated by APTDC in compliance with Excise Policy of Andhra Pradesh.

### 5.6 SCOPE OF SERVICES

The scope of work for this assignment for bidders shall include (but not limited to) the following:

1. The Operator(s) shall conceive, set-up, operate, maintain, manage, and market the Eco TentsResort site (hereinafter referred to as “Eco Resort project site” or “project”) for the site at Mallayakonda Hilltop in Annamayya District, of Andhra Pradesh.

2. Operator shall arrange all accommodation facilities, amenities, furniture, and other required infrastructure for operation of the project. After completion of the project, Operator shall dismantle and remove all temporary accommodation and other infrastructure.
3. Operator shall develop conceptual plan, layout plan, working drawings and specifications for site. The specifications and design of the tent may require to be modified as per the local needs and as per the directions of APTDC.
4. Operator shall setup and manage temporary structures (tented cottages, restaurants, conference hall, reception area, etc.) as applicable for interior and exterior furnishing, as necessary and in conformity with APTDC in compliance with Minimum Development Obligation (MDO) as specified in this RFP in Appendix - 1.
5. Operator shall execute within the project site water supply, plumbing, sanitation, drainage, by complying with benchmark quality standards, applicable environmental guidelines and safety norms.
6. Operator shall execute the project maintaining the locational aesthetics, safety and a consistent theme, under approved terms as specified in this RFP.
7. Operator shall operate, maintain and manage the project facility including, front office, kitchen, restaurant, room service, maintenance of toilets, drinking water facility, water supply, electricity supply, cleanliness, scientific waste disposal, security, upkeeping of the structures, etc.
8. Operator shall maintain transparent accounting system for all its operations.
9. The quality of service (including stay and F&B) shall be at least at par with any 3-star Category hotel. Operator shall depute skilled & trained manpower, as necessary to provide quality experience to guests.
10. Operator shall provide necessary plans and provisions for power back-up, energy efficient power supply at the sites to ensure zero power outages. Operator shall comply with highest quality and safety standards of electrical items and equipment with adequate safety measures to prevent any electrical short circuits and mishaps.
11. Operator shall obtain and comply with all statutory approvals, apply for No Objection Certificates as necessary for the set-up, operation, maintenance, marketing and promotion of the project.
12. Operator shall establish Bio Toilets as per requirements for the entire system pertaining to tents and other relevant structures (by mechanical means only). Such disposal, maintenance and cleanliness would be in the scope of work of Operator(s) at each site and shall be executed as per applicable local district administration guidelines.
13. Operator shall deploy CCTV(s) at all important points of the project site for 24X7 surveillance with a backup of at least 30 days and take preventive measures to ensure and staff safety.
14. Operator shall adhere to all relevant guidelines and SoPs issued by Government from time to time in facility design, management and operations.
15. Operator shall have an isolation room with basic amenities following the applicable COVID-19 protocol.
16. Operator may promote and market the project to improve the occupancy and avail the incentives as indicated in Table 4 – Incentive Mechanism. The operator shall submit details of promotional activities undertaken by them to avail the incentives. Operator shall provide requisite marketing and branding strategy, to promote the project. Efforts shall be made to have common/ coherent

branding and promotion strategy/ material for all Eco retreat sites operational during the project period.

17. Operator shall accept and implement the changes suggested by APTDC to the project concept and set-up at no extra cost to APTDC.
18. Operator shall be responsible for such other responsibilities which are not covered in scope of work mentioned in this RFP, but found essential for successful operation of the project, without any extra cost to APTDC.
19. Operator shall comply with the applicable standards of fire safety and install adequate fire handling equipment. The operator shall obtain Fire Safety Certificate from the competent authority and share a copy of the same with APTDC.
20. Operator shall deploy a qualified and experienced Fire Safety Officer at site to prevent and to deal with fire hazards or any safety related incidents during the project. Safety officer shall train all relevant staff regularly on general safety protocols, fire safety procedures and handling emergency situations. Videography of the training and periodic mock drills shall be made and submitted to APTDC from time to time.
21. The operator shall be required to set up tents with basic facilities/ amenities (as prescribed in the RFP attached in Annexure-I) for on-site stay of personnel belonging to Departments of Police, Fire, Electricity, etc.
22. The operator shall be required to set up tents with dormitory and basic amenities for drivers/ helping staff accompanying the guests as prescribed in the RFP.
23. A separate food menu for the aforementioned two categories will be as prescribed, and separate quote shall be made for the same by the bidder.
24. Since the engagement is for a period of 7 years the operator shall introduce / induct new services, activities, etc. as per the requirement from time to time for which payment will be made on mutual consent.

**Note:**

- i. APTDC reserves the right to suitably alter the scope of work/ incentive mechanism anytime during the contract period, to factor the extant/ unforeseen need/ requirement.
- ii. Exact dates of operation of Eco Retreat for both the sites for each year shall be decided with mutual consent of APTDC and the Successful Bidder
- iii. While the destination of the Eco Resort will not change during the tenure of the project period, external and/ or natural factors may render the selected site unsuitable for organising the Eco Resort. In such a situation, APTDC and the Selected Bidder will jointly finalise a suitable site for the same destination.
- iv. Increase or decrease in the number of cottages at a particular site for a particular year may be done with the mutual consent of APTDC and the Selected bidder.

## **5.7 DELIVERABLES, TIMELINES AND TERMS OF PAYMENT & SCHEDULE**

The agreement period for the subject assignment shall be for a period of 5 years from date of signing the Agreement by the Selected Agency and the Authority.

The monies (Quoted annual lease) as per the terms & conditions of this RFP subject to the mandatory payments / deductions as per applicable law, shall be paid to APTDC on or before the 15<sup>th</sup> day of the end of Annual Assignment period adhering to the MSOs/KPI's/MDOs as applicable by the Agency as defined in this RFP.

## **5.8 OBLIGATIONS OF APTDC:**

The obligations of APTDC are as follows:

- i. APTDC shall hand over the project sites at 5 Eco Retreat destinations to the preferred bidder(s) on "as is where is" basis.
- ii. APTDC will provide access, water supply connection and power supply connection at a designated point at site. Further, extension of such utilities (including fittings and cabling) will be done by the Operator(s). The energy consumption charges shall be paid by the selected bidder.
- iii. APTDC shall designate an open area marked for parking of private and government vehicles nearest to the entry of each site.
- iv. APTDC shall assist in providing administrative support in getting necessary approvals wherever applicable.
- v. APTDC shall provide its booking engine and related IT infrastructure to Operator (s) for routing bookings. All bookings must be made through booking engine designated by APTDC for the purpose.
- vi. APTDC shall augment promotion of the project through digital and other media.
- vii. APTDC shall approve the concept submitted by selected operator and exercise overall control and supervision of the project.
- viii. APTDC shall assist in overall safety and security through local police and related authorities.

## **5.9 MINIMUM DEVELOPMENT OBLIGATIONS (MDO)**

- 1 The Operator shall be required to provide the listed minimum infrastructure / minimum development obligation (MDO) against the site(s) as detailed in Appendix - 1.
- 2 For the fulfilment of MDO the operator shall NOT be allowed to sub-let the core activities and services - Room Service, House Keeping, Front Office, other similar service as prescribed in this RFP.
- 3 However, operator is allowed to sub-let services and facilities such as restaurant operations, bar, spa, activities, etc. to meet the requirements under this RFP. However, the service levels, especially of the restaurant shall be at least of 3 Star Category Hotel.

## **5.10 MINIMUM SERVICE OBLIGATIONS:**

The successful bidder shall:

### Operate & Maintain the Property

1. Operate and maintain the property at the awarded site as a well-maintained & good quality Tents/Glamping/ restaurant facility and as specified in Appendix I of this RFP. All activities shall be undertaken by the O&M operator at their own expenses after the handing over of the property by the Authority.
2. Market the property and provide all services to the guests as per good industry standards. It will include all cleaning and maintenance services, food and beverage services, banquet and related services etc. It will also include transport and logistics required, travel desks, any health club / spa services if required.
3. Be entitled to set the tariff terms for all facilities and services it provides at the property and to change such rate whenever it deems fit. However, at the end of each Annual Assignment period the operator will provide a detailed breakup of the revenue to the Authority.
4. Investigate, study, operate and maintain the Project Assets/Project Facility in accordance with the provisions of this Agreement, Good Industry Practice and Applicable Laws.
5. Always operate and maintain the Project during the Operations Period in conformity with this agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice.
6. Appoint, supervise, monitor and control the activities of Contractors / Staff or any other service provider under their respective Project Agreements as may be necessary.
7. Remove promptly according to Good Industry Practice, from the Project Site, all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials and waste water) , rubbish and other debris (including without limitation accident debris) and keep the Project Site in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits.

### Support & report to the Authority

1. Provide to the Authority Officials reports on a regular basis during the Operations Period in accordance with the provisions of this Agreement.

2. Provide to Authority at the end of each Annual Assignment period as agreed in the SA audited profit and loss statement within 7 days of the end of the Annual Assignment period with detailed breakup of revenue heads.
3. Provide access to the auditors and inspectors of Authority whenever Authority chooses to conduct such audit or assessment.
4. Ensure that Project Agreement contains provisions that would entitle Authority or a nominee of Authority to step into such agreement at Authority's discretion, in place and substitution of the Operator in the event of Termination pursuant to the provisions of the Agreement; provide all assistance to the Authority as they may reasonably require for the performance of their duties and services under this Agreement.

#### Enforce Safety and Security

1. Develop, implement and administer a surveillance and safety program for the Project/Project Facility and the users thereof and the personnel engaged in the provision of any services under any of the Project Agreements including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice.
2. Take all reasonable precautions for the prevention of accidents on or about the Project Site/Project Facility and provide all reasonable assistance and emergency medical aid to accident victims.
3. Be responsible for safety, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards.

#### Avoid Encroachments & Encumbrances

1. Not to place or create nor to permit any contractor or vendor or service provider or any other person claiming through or under the Operator to create or place any Encumbrance over all or any part of the Project Assets, or on any rights of the Operator therein, save and except as expressly set forth in this Agreement.
2. Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any.

#### Permits, Clearances, Licenses and Approvals

1. Obtain all applicable clearances and permits in conformity with the Applicable Laws and be in compliance with thereof at all times during the Service Period. Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the

Project. The Authority shall assist the Successful Bidder (s) on a best effort basis for obtaining all clearances/permits/licenses etc.

2. All operation/facility related licenses will be the responsibility of the successful bidder(s). Obtaining bar and liquor license, if permitted, is also responsibility of the successful bidder.
3. Successful Bidder shall adhere to all relevant guidelines/ recommendations / standards/requirements prescribed by statutory bodies, Central/ State Government and its ministries /agencies, professional bodies and associations as applicable including adherence to labor laws to Employee State Insurance, Provident Fund, etc.

#### Insurance

1. The Operator shall, at its cost and expense, purchase and maintain during the Operations Period, insurance to cover against:
  - a) loss, damage or destruction of the Project Facility, at replacement value
  - b) the Operator's general liability arising out of the Service
  - c) liability to third parties
  - d) any other insurance that may be necessary to protect the Operator & its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).
2. The Operator shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Service Period and furnish copies of the same to Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to Authority in writing. If at any time the Operator fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefor shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Authority by exercising right of set off or otherwise.

#### **5.11 TERMINATION OF THE CONTRACT**

1. In case of deficiency or non-fulfilment of obligations as per the scope of work, APTDC shall serve a notice to the concerned operator to rectify/fulfil the obligations within a period 30 days to cure the defect, failing which APTDC shall be at the liberty to execute the work through any other agency at the cost of the operator, in addition to the right of APTDC to cancel the contract.
2. APTDC reserves the right to terminate the agreement in case of deficiency in services or poor performance of the operator at any point of time. In this respect, the view of APTDC about the performance is final and binding.

## **5.12 PENALTY & DAMAGES**

- i. Failure in fulfillment of performance i.e., to successfully perform / complete the deliverables as indicated in Clause 5.6 and adhere MSOs / MDOs as mentioned in this RFP shall warrant a penalty not exceeding the Performance Bank Guarantee so submitted. (A new PBG of same value shall be submitted by the selected bidder for continuance of the agreement in such event) PBG shall also be forfeited in case of any midway unilateral withdrawal from the contract.
- ii. In case of delay in payments to APTDC, will attract an interest as per the SBI PLR of the overdue amount for the number of days of delay.
- iii. If the Project completion (CoD) is not achieved within Scheduled Project Completion Period for any reason other than Force Majeure or reasons attributable to Licensor or any other Government agency, the Licensee shall be liable to pay Liquidated Damages @Rs. 2500 (Twenty-Five Hundred) per day for every day of delay. The project would be liable to be terminated in case of delay in operation/completion exceeding 3 months.
- iv. Bidder in case of committing repetitive offences mentioned in i, ii & iii above shall be blacklisted from bidding for any Contract/ Tender/RFP with Andhra Pradesh Tourism Development Corporation (APTDC) for a period of 3 years.
- v. Because of circumstances beyond the control of the operator like natural calamities and any other unforeseen events and upon formal notification by the appropriate authority, APTDC may give extended time to the operator to complete the activities and in such a case will extend time for the submission of the rent as per the lease.

## **5.13 KPIs**

- i. The eco tents, restaurants and overall site should be maintained in 3-star hotel standards and also cleaning of the same with the prescribed cleaning agents as per the 3-star hotel industry standards.
- ii. The toilet blocks will be maintained to the highest sanitary standards, should be devoid of foul smell, should have adequate soap, toilet paper etc., with properly maintained plumbing fittings. Adequate staff for continuous cleaning of the toilet blocks must be maintained by the Agency with the prescribed cleaning agents suggested by the Authority.
- iii. The Agency shall submit a quarterly report of activities undertaken and public feedback along with a section on recommendations for improvement.

#### **5.14 EARNEST MONEY DEPOSIT (EMD)**

- a. The Bid shall be accompanied by Earnest Money Deposit (EMD) Rs. 3,00,000/- drawn from any Nationalized / Scheduled bank in favor of “MD, APTDC”, Vijayawada by way of Online payment/ DD payable at Vijayawada.
- b. No bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall be disqualified.
- c. The EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the selected bidder will be returned without any interest, after receipt of performance security as per the terms of agreement.
- d. EMD of a bidder may be forfeited without prejudice to other rights of the purchaser, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of purchaser, if it fails to furnish the required performance security within the specified period.

#### **5.15 PERFORMANCE SECURITY**

The performance security for the amount equivalent to the Final Bid value in terms of INR (as quoted by successful bidder per annum) to be paid by the Successful Bidder as per T&C of this RFP valid for a period of One year (to be renewed and be valid at all times till the completion of the assignment) so as to execute the assignment, shall be submitted in the form of Bank Guarantee in the specified format Within 15 days from the date of receipt of notification of award which shall be one among the condition precedents for signing the Service provider agreement with the Authority.

The Performance Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the tender Documents or otherwise, under the following conditions:

In the case of Selected Applicant/ Selected Bidder, if it fails to fulfill the assignment as mentioned in the ToR of this RFP.

In the case of Selected Applicant/ Selected Bidder, if it fails to execute the Assignment as per the deliverables agreed with the Authority in the agreement.

Minimum Development Obligations/ specifications

Cottage tent Dimensions:

Complete Size	Room Size	Verandah Size	Bathroom Size
12ft x 24ft	12ft x 12ft	12ft x 06ft	12ft x 06ft
14ft x 28ft	14ft x 14ft	14ft x 07ft	14ft x 07ft
15ft x 30ft	15ft x 16ft	15ft x 07ft	15ft x 07ft
16ft x 32ft	16ft x 20ft	16ft x 16ft	16ft x 16ft

Fabric Details:

Layer	Fabric offered	Features
TOP Layer	PVC Coated Fabric	Waterproof , UV stabilized, Long life, Weather sustainability -20 to 70 degree temperature
Middle Layer	Blackout Canvas	Temperature and condensation reduction
Inner Layer	Printed Cotton	

Features:

- Side wall 600 GSM PVC coated fabric.
- Structure with MS painted with Aluminum color.
- Windows with Curtains and Water prof flap.
- Doors with Zip to open and close from both sides.
- Side height is 7ft and centre height is 12ft Approx..
- One ft gape in between Top and Middle Layer to Avoid heating

*Note: The above specifications are tentative. However, the agency may come up with its own designs and specifications subject to MDOs as specified in this RFP including all requisite approvals by competent authority and approval of the same by APTDC upon selection.*

**6. FORMATS FOR SUBMISSION OF  
PROPOSAL  
(Annexures)**

***Format for*****CHECKLIST OF SUBMISSIONS IN ENVELOPES I & II**

<b>SNo.</b>	<b>Enclosures to the Proposal</b>	<b>Status (Submitted / Not Submitted)</b>	<b>Remarks</b>
1.	Online payment/ DD towards EMD & Processing fee		
2.	Signed RFP Document		
3.	Covering Letter (Annexure 2)		
4.	Experience Details (Annexure 3)		
5.	GST registration certificate (registered in Andhra Pradesh) and Pan card (Annexure 4)		
6.	Financial Experience towards minimum Eligibility (Annexure 5)		
7.	Power of Authority (Annexure 6)		
8.	Firm / Organization Registration Certificate ~ Annexure 7 (Not required for Proprietary firm)		
9.	Affidavit of non-blacklisting by any Authority / authority in India (Annexure 8)		
10.	POA & MOU for Consortium (Annexure 9) – If required		

*Format for*

**COVERING LETTER (LETTER OF PROPOSAL)**

(On Applicant's Letter Head)

To,

Date:

The Managing Director,  
Andhra Pradesh Tourism Development Corporation (APTDC),  
5th floor, Near C G O Complex, Industrial estate,  
Vijayawada Andhra Pradesh - 520007  
Phone: 0866-2552967  
Email: [ppp@aptdc.in](mailto:ppp@aptdc.in), [edp@aptdc.in](mailto:edp@aptdc.in)

**Sub: "Selection of Agency for Design, Build, Operate, And Market of Eco Tents at Mallayakonda Hilltop in Annamayya District, Andhra Pradesh".**

With reference to your RFP Document dated \_\_\_\_\_, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of agency for O&M (the "Agency") of the subject assignment. The proposal is unconditional and unqualified.

2. I/We acknowledge that APTDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Annexures / Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project / Assignment.

4. I / We shall make available to APTDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of APTDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) We have examined and have no reservations to the RFP Document, including any Addendum issued by APTDC;

(b) I / We do not have any conflict of interest as mentioned in the RFP Document;

(c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with APTDC or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the RFP Document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the subject assignment or which relates to a grave offence that outrages the moral sense of the community.

10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by APTDC (and/ or the Government of India) in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentioned Project.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall I/we have any claim or right of whatsoever nature if the work for the subject assignment is not awarded to me/us or our proposal is not opened or rejected.

13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the PDD specified in the RFP.

14. In the event of my/our firm being selected, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

15. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by APTDC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of subject assignment.

16. The Technical and Financial Proposals are being submitted in separate covers along with Annexure-A to prove our financial details. The contents provided in Envelopes I & II shall constitute the Application which shall be binding on us.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Applicant)

*Format for*

**APPLICANT'S EXPERIENCE**

**Project 1**

S#	Name of Project	Authority Details	Project Details	Project Location	Project implemented in last 1 years (Yes/No)	Project Cost (Rs. Cr)	Document Enclosed as Proof of Experience*
1							
2							

**Project 2**

S#	Name of Project	Authority Details	Project Details	Project Location	Project implemented in last 1years (Yes/No)	Project Cost (Rs. Cr)	Document Enclosed as Proof of Experience*
1							
2							

**Project 3**

S#	Name of Project	Authority Details	Project Details	Project Location	Project implemented in last 1 years (Yes/No)	Project Cost (Rs. Cr)	Document Enclosed as Proof of Experience*
1							
2							

(\*\*Tables to be added by the bidder if required)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Notes:

*Format for*

**GST registration certificate (registered in Andhra Pradesh) and Pan card**

(Signature of the Authorised Signatory)

Place-----

**In support of Minimum Eligibility Criteria**

*Format for*

**FINANCIAL SUMMARY DATA**  
**TURNOVER RELATED DATA (All figures in INR Crores)**

<b>Description</b>	<b>Yr 01</b>	<b>Yr 02</b>	<b>Yr 03</b>
TURNOVER			
<b><i>Total</i></b>			

Financial Year: 1st April to 31<sup>st</sup> March or the particular accounting year followed and audited.

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports
2. The annual Turnover & Net worth data should be certified by a practising Chartered Accountant.

COMPANY SEAL

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_  
COMPANY \_\_\_\_\_  
DATE \_\_\_\_\_

*Format for*

**POWER OF AUTHORITY TO BID SIGNATORY**

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

Know all men by these presents, We, \_\_\_\_\_, a company / firm registered under \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ do hereby constitute, nominate, appoint and authorize \_\_\_\_\_ and presently residing at \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for \_\_\_\_\_ including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conference and providing information/ responses to the Managing Director of Andhra Pradesh Tourism Development Corporation (APTDC), (the “Authority”), representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 2022

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

(Signature, name destination and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it

is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-Judicial stamp paper of Rs 100/- (one hundred) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the documents will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apposite certificate.

*Format for*

**FIRM / ORGANISATION REGISTRATION CERTIFICATE**

*(Not required for Proprietary firm)*

*Format for*

**AFFIDAVIT OF NON-BLACKLISTING BY ANY AUTHORITY / AUTHORITY IN INDIA**

*Format for*

**POWER OF ATTORNEY AND MEMORANDUM OF UNDERSTANDING FOR  
CONSORTIUM**

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

***Power of Attorney***

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Know all persons by these present that We \_\_\_\_\_ and  
\_\_\_\_\_ (hereinafter collectively referred to  
“the consortium / joint venture”) hereby appoint and authorize \_\_\_\_\_ as our attorney.

Whereas the Andhra Pradesh Tourism Development Corporation (“APTDC”) has invited applications from interested parties for the “Selection of Agency for Design, Build, Operate, And Market of Eco Tents at Mallayakonda Hilltop in Annamayya District, Andhra Pradesh” (hereinafter referred to as “the Assignment”),

Whereas the members of the consortium/joint venture are interested in bidding for this project in accordance with the terms and conditions of this tender along with its amendments, addenda and related documents,

And whereas it is necessary for the members of the consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project,

We hereby nominate and authorize \_\_\_\_\_ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to APTDC, to follow up with APTDC and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license contract is entered into with the Selected agency.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that our said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2022.

[Signature]

For and on behalf of  
[Company]

***Memorandum of Understanding***

Know all men by these present that we, and (herein after collectively referred to “the consortium”) for execution of tender. Whereas the APTDC has invited tenders from the interested parties for the for Selection of Agency for Design, Build, Operate, And Market of Eco Tents at Mallayakonda Hilltop in Annamayya District, Andhra Pradesh”.

Whereas the members of the consortium are interested in bidding for the work of in accordance with the terms and conditions of the RFP/tender.

This Consortium contract is executed to undertake the work and role and responsibility of the firms as .

And whereas it is necessary under the conditions of the RFP/tender for the members of the consortium to appoint and authorize one of them as Lead Member to do all acts, deeds and things in connection with the aforesaid tender is the Lead Member of the Consortium.

We hereby nominate and authorize as our constituted attorney in our name and on our behalf to do or executive all or any of the acts or things in connection with the execution of this Tender and thereafter to do all acts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given. All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In witness hereof we have signed this deed on this day of . [Signature]

By the with named through its duly constituted attorneys in the presence of . [Signature]

By the with named through its duly constituted attorneys in the presence of

**Notes:**

For the purposes of Memorandum of Understanding and Power of Attorney:

The contracts are to be executed by the all members in case of a Consortium.

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 executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**APPENDIX I – PROJECT DETAILS**

**Table A: Key Parameters**

<b>Parameter</b>	<b>Details</b>
<b>Service Period (Years)</b>	5

**Table B: Project Specifications**

<b>Additional Development</b>	Additional Development may be allowed subject to the Additional Development Plans submitted by the selected bidder and as approved by APTDC after satisfying with compliance of MDOs by Selected bidder. In case if there is an additional development, a fixed ADP will be charged with an incremental of 5% for every year.
<b>CoD</b>	4 months from date of handing over of the property
<b>Project details</b>	No. of tents to be provided with: 1. Eco Tents 20 Nos (Max) 2. Restaurant (60 pax) For further details of the property, refer to Project Profile Section in this RFP.
<b>Provision for bar</b>	Bar may be operated in compliance with Excise Policy of Andhra Pradesh.
<b>Operator's Development Obligations</b>	Refurbish the property to bring it to operational state Upgrade existing rooms – 1. Tented accommodation with all furniture and internal furnishing (for rooms, reception, common areas, restaurants etc.) 2. All interior and exterior electrical fittings 3. All moveable equipment (for kitchens, rooms, ancillary services etc.) 4. Landscaping of the property 5. Air-conditioned restaurant with bar and toilets 6. Fire extinguishers 7. Provide parking facilities to the guests.
<b>Operator's Service Obligations</b>	1. Setup, manage, operation and maintenance of Eco Tents, Restaurant and bar, and other facilities. 2. Operate and maintain the toilets at the facility with good standards. 3. Others 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.