



INVITATION
FOR
EXPRESSION OF INTEREST
FOR OPERATING TOUR PACKAGES FOR TIRUMALA & OTHER PLACES UNDER JOINT PARTNERSHIP
MODE

BASIC TERMS AND CONDITIONS FOR APPROVAL FOR DRAFTING THE EOI DOCUMENT

PART-A

1. BACKGROUND

A. Andhra Pradesh Tourism Development Corporation Limited, (APTDC), a Government of Andhra Pradesh fully owned company, intends to enlarge its tourism promotional activities, inter-alia, its tour packages in association with the private bus operators for **Tirumala and other places of tourist importance.**

B. Under this Scheme of Joint Partnership Mode (JPM) while the APTDC provides the Back End Services (BES) at cost, the private Bus Operator (**Service Provider**), will operate the buses as per the standards, specifications, guidelines and conditions stipulated by APTDC including fixing of the ticket price by APTDC.

2. PACKAGE TOURS

A. Back End Services and Tariff

i) Following are the Back End Services (BES) that will be provided by APTDC as a Part of the Package Tour.

- a) Fresh up/ Accommodation of Tourists at Package Tour Destination.
- b) Breakfast/ Lunch/Snacks /Dinner.
- c) Guide services.
- d) Darshan /Boating/ Rope Way/ Sound & Light show and Entry Tickets wherever applicable.

ii) The cost of back end services with reference to each individual component involved in the tour will be fixed by APTDC from time to time. The tariff for Package Tour includes cost of BES.

B. Coaches/Vehicles

- i) Type of Coaches/Vehicles (Air-conditioned)
 - a) Mercedes – Benz, Volvo, Scania etc. (Premium category).
 - b) Other vehicles Ashok Leyland, TATA, Bharat Benz, etc.
 - c) Mini buses and other Light vehicles.
- ii) **Standards & Specifications**
 - a) The Service Provider shall paint the buses with the color theme Name & Logo of APTDCL with their own cost.
 - b) The vehicles (Premium category) should not be older than 3 years and other vehicles mentioned above are 2 years old as on the date of agreement. (Please go through the Eligibility criteria mentioned in Part-B)
 - c) The Service Provider should submit all the documents of vehicle's i.e., Registration, Permits, Taxes, Fitness Certificate, emission certificate (PUC), Third party insurance, Model of the vehicle and such other certificates and documents required under relevant laws, rules and regulations for operating package tours.
 - d) The service provider should deploy drivers who have the required license for driving HMV as per the Transport Rules.
 - e) The Service Provider shall ensure the insurance of the vehicle, tourists and crew of the coach/vehicle.



- f) The Service Provider shall also adhere to comply with the tour guidelines issued by the Ministry of Tourism, Government of India, from time to time.

C Ticket Booking, Ticket Price & Payment Mode of Transport Component

- a) Package Tour Tickets shall be booked by the Service Provider through APTDC web site.
- b) Package ticket price shall be fixed by APTDC. The APTDC may revise the ticket price from time to time based on relevant logistics and the orders issued in this regard will be communicated to the Service Provider. The transport as well as Back-end services varies from time-to-time according to the circumstances of the situation and its own discretion of APTDC to fix the charges according to the terms & conditions and it is negotiable between both the parties.
- c) **The transport charges of Package Tour as per the number of tourists booked shall be paid by APTDC to Service Provider at the rates fixed.**
- i) In case of breakdown of the tourist vehicle in either leg of the transport, the transport operator shall bear all the costs associated with arrangement of new mode of transport and shall ensure that the tourists reach their destination as soon as possible. The transport operator shall also indemnify the corporation (APTDC) from any claims or lawsuit in any consumer or any other court of law. APTDC shall not have any liability in such cases.
- ii) If the operator is unable to provide for alternate mode of transport, APTDC shall make efforts for providing the alternate arrangement for the travel. However, the costs that the corporation incurs shall be debit from the future payment outstanding to the operator. However, if there is any due beyond 10 days of incurring the costs, APTDC shall have the right to claim this amount from the Bank Guarantee submitted by the operator.
- d) For the APTDC existing Package Tour tickets booked by the Service Provider 10% commission on the transport component on each ticket will be paid, subject to not to exceeding maximum of Rs.400/- per ticket.

3. RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

- I. The Service Provider shall operate the coaches as per the standards and specifications mentioned at B (ii).
- II. The Service Provider shall be responsible for tourist transportation (except for the transportation part offered as part of BES) for the entire Package Tour.
- III. The Service Provider shall bear the transportation charges including fuel cost, all toll gates on the operation routes, parking, drivers allowance, District & State permit charges, vehicles insurance, maintenance or any other costs under the relevant laws, rules and regulations for package tours, related to vehicle within and outside the State.
- IV. The Service Provider shall operate the Coaches for Tour Packages mentioned at above para 2(B).
- V. **If APTDC fails to provide the BES facilities, for whatever reasons including FM events, the BES component amount will be refunded to the tourist. Also, APTDC shall indemnify the operator against any claim/order passed by the relevant court of law.**
- VI. The Service Provider should ensure that the tourists should not be detained enroute in the event of interruption under any circumstances the Service Provider should make alternative arrangements to drop the tourist at their destination as per the Package Tour Schedule. The clauses under article 2 C) c) should be adhered.
- VII. Service Provider shall submit the bank guarantee per package tour @ Rs.10,00,000/- (Rupees ten lakhs only) for premium category vehicles i.e. Benz, Volvo, Scania, For other vehicles Rs.5,00,000/- (Rupees five lakhs only) i.e., Ashok Leyland, TATA, Bharat Benz and For Mini Vehicles and other Light Vehicles Rs.2,00,000/- (Rupees Two Lakhs only) as security deposit. Security deposit for second service onwards (being operated by the same operator) 50% of the Bank guarantee has to be submitted as mentioned above.



- APTDC as non-interest bearing Security Deposit from any schedule nationalized bank and payable at Vijayawada, for due performance of its obligations as per the Agreement. On expiry of the tenure of the Agreement APTDC will release the bank guarantee. Where the Security Deposit is forfeited by APTDC fully or partly, it shall be the responsibility of the Service Provider to replenish the same within 7 (seven days) from the date of receipt of intimation thereof from APTDC and failure to do so will amount to be a default on the part of the Service Provider resulting in the termination of the Agreement without any prior notice thereof.
- VIII. The Service Provider should keep the coaches/vehicle in good condition and utmost care should be taken to uphold and preserve the image, goodwill and reputation of APTDC. If the buses operated by the operator become older than the norms prescribed in the article 2, b) ii), then the operator shall intimate the authority (APTDC) and APTDC shall have the right to instruct the operator to change the bus.
- IX. Any complaints from the tourists are to be addressed by both or any one of party. Any claims from the tourists are to be made good by the Service Provider insofar as transportation is concerned and by the APTDC respecting BES. For any Consumer Court complaints and proceedings regarding the transportation, the Service Provider shall be the liable.
- X. Where the Service Provider fails to operate the buses as agreed herein for whatever reason except for Force Majeure events and the APTDC makes alternate/substitute arrangements, **the terms mentioned in article 2, c) iii)** shall be followed. **The service provider shall run the trip irrespective of the occupancy once the trip is announced unless the occupancy is zero.** Service Provider shall pay all costs and expenses and other overheads incurred by APTDC for making the said arrangements besides imposing penalty imposed by APTDC.
- XI. The APTDC will provide the Feedback forms to the Service Provider intended for the tourists. The Feedback forms will be collected by the Service Provider at the end of the tour and handover them to the concerned Divisional Manager, APTDC on or before the following day.
- XII. Service Provider will accept and acknowledge on its behalf or on behalf of APTDC any notices or complaints or grievances or any other communication from the concerned authorities, tourists or other interested parties intended either to itself or APTDC and submit the same to APTDC for further action.
- XIII. Any information called for by APTDC must be furnished by the Service Provider within 7 days (seven days) from the date of receipt of such communication.
- XIV. The Service Provider shall commence the operation of the services from the Appointed Day. Appointed Day shall mean 7th day from the date of execution of the Agreement by both Parties.
- XV. In the event of failure on the part of the operator to operate the services/buses from the Appointed Date, APTDC reserves the right to cancel the contract and forfeit the Security Deposit, in whole or part thereof as provided in this document and also debarred the Service Provider from participating in similar schemes of APTDC for a period of one year.
- XVI. In all unfortunate events of accidents resulting in death, hospitalization, disabilities etc., of tourists during the travel the Service Provider shall indemnify to APTDC for all or any legal responsibility or liability or otherwise of whatever nature.
- XVII. Service Provider should not collect any other charges from the tourist apart from the Package Tour ticket fixed by the APTDC.
- XVIII. The required brochures for the Package Tour will be printed and Supplied by APTDC. If required, the Service Provider can print the hand bills and brochures duly obtaining the prior consent from APTDC.
- XIX. Each Party should bear any loss or damage caused to the other Party by any act or omission on its part or on the part of its managers/ supervisors/staff etc. In the event of failure by either of the Parties to provide agreed or notified services to the tourists, otherwise provided herein, such Party shall be the liable for all claims arising out of such failure.
- XX. All the taxes, cess, fees, other impositions etc under law shall be borne by the Service Provider in respect of the transport charges excluding the service tax and APTDC shall be responsible for

payment of the said service tax and for forwarding the copies of the challans to the Service Provider. All the payments by APTDC to the Service provider shall also be subject to statutory deductions. For all the taxes, cess, fees and other impositions under law towards the cost of BES shall be the responsibility of APTDC.

- XXI. The Service Provider shall submit the copy of PAN card and the bank account details to the APTDC to facilitate payment.

4. EVENTS OF DEFAULT AND TERMINATION:

Event of Default

Event of Default means the Operator Event of Default or the AUTHORITY Event of Default or both as the context may admit or require.

a) Operator Event of Default

Any of the following events shall constitute an event of default by the Operator ("Operator Event of Default") unless such event has occurred as a result of AUTHORITY Event of Default or a Force Majeure Event;

- (1) If the operator doesn't provide the vehicles based on the specifications mentioned.
- (2) If the operator charges the tourists any amount over and above what they have already paid.
- (3) If the operator charges the tourists any amount in the name of toll, state change taxes.
- (4) If the operator fails to replenish the Bank Guarantee within 30 days of the issue of the notice.

(b) AUTHORITY Event of Default

The following events shall constitute events of default by AUTHORITY (each a "AUTHORITY Event of Default"), unless any such AUTHORITY Event of Default has occurred as a result of Operator Event of Default or due to a Force Majeure Event:

- (1) If the Authority is unable to meet its side of commitment

In the event of default committed either by authority or by the operator, both the parties shall have the right to terminate the agreement. In the event of termination, both the parties have to settle any amount that is due to either the tourist or the other party.

Each Party should bear any loss or damage caused to the other Party by any act or omission on its part or on the part of its managers/ supervisors/staff etc. In the event of failure by either of the Parties to provide agreed or notified services to the tourists, otherwise provided herein, such Party shall be the liable for all claims arising out of such failure.

Termination through mutual consent

Both the Parties shall have the right to terminate the Agreement by giving one month's advance notice.

4. FORCE MAJEURE EVENTS (FM Events)

"Force Majeure" means an event occurrence in India of any or all of Non-Political Event, Direct and Indirect Political Event which prevents the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Concession and which act or event (i) is beyond the reasonable control of and not arising out of the fault or negligence of the Affected Party or the failure of such Party to perform its obligations hereunder, (ii) the Affected Party has been unable to prevent such event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Materially Adverse Effect on the Services.

Where the FM event occurs having material adverse effect on either of the Parties, neither Party shall be liable to the other Party for any loss or liability arising out of or in connection with the performance of the above services for loss of revenues, business, anticipatory savings or profits or any indirect or



consequential loss nor shall, such Party, be liable for breach of the terms and conditions of the Agreement.

The Affected Party may terminate the Agreement with a 15 days' notice to the other Party if the FM event continues or the damage caused by the said Event cannot be rectified within the shortest time. In either case, the Security Deposit shall be refunded by APTDC after deducting any dues payable by the Service Provider.

5. DEFAULTS & CONSEQUENCES

Non-compliance with any or all the terms and conditions by any of the Parties shall be a default resulting in the termination of the Agreement. In case of minor defaults a penalty may be imposed stipulating a time frame of 7 days for rectification and payment failing so the Agreement may be terminated by a notice of another 7 days thereof to the defaulting Party. In case of other defaults, the Agreement may be terminated with a 15 days' notice and during the said 15 days if the defaulting Party fails to rectify the failure the Agreement shall stand terminated and where the defaulting Party is the Service Provider, the Security Deposit shall also stand forfeited in full without any notice of whatever nature. Also, where the defaulting Party is the Service Provider, the APTDC may also debar the Service Provider from entering in to Agreement with APTDC for a period of 1 year.

6. TENURE OF AGREEMENT

The Tenure of the Agreement shall be two years from the date of the Agreement. The Agreement may be extended for a further on mutually agreed terms and conditions.

7. ARBITRATION

In the event of any dispute or difference arising out of any provisions of the Agreement, shall be referred to the arbitration of a sole arbitrator as mutually agreed under The Arbitration and Conciliation Act – 1996. The venue of the Arbitration shall be Vijayawada.

All questions, disputes and or differences arising under or in connection with this Agreement or in touching or relating to or concerning the services, shall be referred to the sole arbitration of the officer/officers or persons nominated by the APTDC, whose decision in this regard shall be binding.

8. JURISDICTION OF COURTS

All matters concerning the Agreement shall be subject to the jurisdiction of the courts at Vijayawada, as the case may be, shall have jurisdiction and governed by the laws of India and of Andhra Pradesh State.

PART-B
ELIGIBILITY AND SELECTION CRITERIA

1. Eligibility

Only a registered company or Partnership Firm or Registered Tour & Travel Operator shall be eligible to submit the EOI application and participate in this bid process. The participants should qualify the Technical and Financial eligibility criteria mentioned as follows:

a. Technical Eligibility Criteria:

- The participant should have a minimum experience of 5 years in package tour operations for bus operators. Mini Coaches (18-seater & below) and other Light vehicle operators should have a minimum experience of 2 years.
- The operator should be operating a minimum fleet of 5 buses.
- The operator shall maintain office area, appoint employees and workers and install and maintain all necessary equipment including Computer, Hardware, Software and Internet connection required for providing the services at its cost.
- Consortium or joint application arrangement is not permitted.
- Tour and Travel agents (not having their own fleet) are not eligible to participate in the EOI.

b. Financial Eligibility Criteria:

- The operator shall maintain a business Turnover as follows as recorded in the last financial year.
 - I. For Premium Vehicles: Rs. 50.00 Lakhs (Rupees Fifty Lakhs only) (Benz/ Volvo/ Scania buses).
 - II. For Other Vehicles: Rs. 25.00 Lakhs (Rupees Twenty Five Lakhs only) (Ashok Leyland, TATA, Bharat Benz).
 - III. For Mini Buses and other Light vehicles: Rs. 5.00 Lakhs (Rupees Five Lakhs only).

2. Experience

- a) The applicant shall be in the tourist vehicles and package tour operation business for a minimum period of 5 years as on the date of submission of EOI with Mercedes – Benz/ Volvo/Scania buses for tour. The minimum fleet required for package tours is (A/C Hi-tech)/(A/C sleeper)/(A/C Mini Coaches)/(A/C 18 seater).
- b) The premium category vehicles should not be older than 3 years and should not have run more than 5 Lakh kms, in case of other vehicles 2 years and should not have run more than 3 Lakh kms as on the date of Agreement.
- c) Subject to satisfying other conditions of eligibility for short listing, preference will be given to the Applicants with similar experience in conducting Package Tours for five years preceding the EOI submission date.

3. Tour Package:

a. Destination oriented package tours:

- a) Visakhapatnam to Tirupati and back.
- b) Vijayawada to Tirupati and back.
- c) Hyderabad to Tirupati and back.
- d) Chennai to Tirupati and back.
- e) Bangalore to Tirupati and back.
- f) Kurnool to Tirupati and back.
- g) Any part of Andhra Pradesh to Tirupati and back.
- h) Any part of Tamilnadu to Tirupati and back.
- i) Any part of Karnataka to Tirupati and back.
- j) Any part of Telangana to Tirupati and back.

b. Other package tours:

- a) Visakhapatnam local and Araku.
- b) Visakhapatnam to Simhachalam, Annavaram, Pithapuram, Samarlakota, Draksharamam and back. (One day package)
- c) Visakhapatnam to Simhachalam, Annavaram, Pithapuram, Samarlakota, Draksharamam, Dwaraka Tirumala (Night Halt), Bhimavaram, Palakollu, Ryali and back. (Two days package)
- d) Vijayawada to Mahanandi, Ahobilam, Belum Caves, Yaganti, Srisailam and back. (Two days package)
- e) Vijayawada to Dwaraka Tirumala, Annavaram, Simhachalam, Visakhapatnam (NH), Araku and back. (Two days package)
- f) Vijayawada to Mangalagiri Temple, Uppalapadu, Bhavannarayana Swamy Temple, Surya Lanka beach, Ponnuru Temple and back.
- g) Vijayawada to Srisailam and back.
- h) Hyderabad to Srisailam and back.
- i) Kakinada to Maredumilli and back.
- j) Rajamahendravaram to Maredumilli and back.
- k) Kakinada to Visakhapatnam (local tourist places) and back.
- l) Bangalore/Belgaum/Gulbarga/Bidar/Gadag to Srisailam and back.
- m) Bangalore/Belgaum/Gulbarga/Bidar/Gadag to Mantralayam and back.

4. List of Documents to be submitted:

1. Registration certificate/company Deed/Partnership Firm agreement/Registered Tour & Travel Operator permission certificate.
2. The Bidder must have a minimum experience of 5 years in package tour operations for bus operators.
3. The Bidder must have a minimum experience of 2 years for Mini Coaches (18-seater & below) and other Light vehicle.
4. The Bidder/operator must be operating a minimum fleet of 5 buses and proof of the same to be produced.
5. The operator must maintain office area, appoint employees and workers, install and maintain all necessary equipment including Computer, Hardware, Software and Internet connection required for providing the services at its cost. Photographs and relevant document must be submitted in proof of the same.
6. Income returns of the firm for the last 3 financial years to be submitted by the bidder.
7. The Bidder/operator must have Turnover as follows as recorded in the last 3 financial year.
8. For Premium Vehicles: Rs. 50.00 Lakhs (Rupees Fifty Lakhs only) (Benz/ Volvo/ Scania buses).
9. For Other Vehicles: Rs. 25.00 Lakhs (Rupees Twenty Five Lakhs only) (Ashok Leyland, TATA, Bharat Benz).
10. For Mini Buses and other Light vehicles: Rs. 5.00 Lakhs (Rupees Five Lakhs only).
11. The applicant shall be in the tourist vehicles and package tour operation business for a minimum period of 3 years as on the date of submission of EOI with Mercedes – Benz/ Volvo/Scania buses for tour.
12. The premium category vehicles should not be older than 3 years and should not have run more than 5 Lakh kms, in case of other vehicles 2 years and should not have run more than 3 Lakh kms as on the date of Agreement (Proof of the same to be submitted)

5. Brief information on submission of EOI

1.	Date of publication of EOI	21 st January,2020
2.	Download start date & time of EOI document	21 st January,2020, 11:00 AM
3.	Download & Submission of EOI (end date & time of document)	20 th February, 2020, 01:00 PM
4.	Pre EOI meeting	4 th February, 2020, 11:00 AM



ANDHRA PRADESH TOURISM DEVELOPMENT CORPORATION LTD
D.NO.55-17-2 to 4, Fifth Floor, Industrial Estate, Stalin Corporate Building
Auto Nagar, Vijayawada -520 007, Website: www.tourism.ap.gov.in
Phone: 0866-2552969 Fax: 0866-2552964, Email: gmt@aptdc.in

5.	EOI submission end date & time	20 th February, 2020, 01:00 PM
6.	Venue for submission/opening of EOI	APTDC Office, 5th Floor, Stalin Corporate, Autonagar, Vijayawada.
7.	Opening of Technical EOI	20 th February, 2020, 03:00 PM
8.	EOI Submission	Physical at Authority's office
9.	EOI System	Single cover
10.	Technical Format to be submitted	To be submitted in the format mentioned under Annexure-A
11.	Authority	Managing Director, A.P.T.D.C. , 5th Floor, Stalin Corporate, Autonagar, Vijayawada.
12.	Date for opening of EOI routes	Shall be communicated in due time and the participants have to come with the calculations of the Transport component of respective routes of their desired operation.

6. Short listing and Selection

Applicant who fulfills the abovementioned eligibility criteria will be shortlisted. The shortlisted Applicants will be required to submit in a separate sealed cover to quote the specific route and transport component.

7. Selection & Issue of Letter of Award

The applicant whoever quotes the lowest transport component will be selected for issue of Letter of Award containing the terms and conditions for execution of the Service Agreement. The terms and conditions include (i) entering into the Service Agreement within 7 days from the date of receipt of the Letter of Award, and (ii) payment of the Security Deposit before or at the time of entering into the Agreement.

For further details, please contact **General Manager (Transport) @ 75693 13132.**

Managing Director



ANNEXURE-A

Technical Format

Name of the Firm:

Office Address:

List of Documents to be submitted: Please go through the list of documents furnished under Part-B of the EOI under Eligibility Criteria and attach of the same along with this document.

Sl. No.	Type of Vehicle (Volvo/Benz/Scania/Tata/Ashok Leyland/Bharat Benz/SML /Any light vehicles)	Route Proposed & Duration of the package	No. of Vehicles proposed for operation in this route	Age of the vehicle (Date of commission)	No. of KMS operated till date
1					
2					
3					
4					
5					

We have gone through your terms and conditions of EOI and we are willing to operate vehicles under Joint Partnership Mode

Signature of the Firm
Name of the Proprietor/MD

Place:

Date: