

REQUEST FOR PROPOSAL

**FOR SELECTION OF OPERATORS FOR WATER SPORTS
AND ADVENTURE SPORTS ACTIVITIES AT DIFFERENT
LOCATIONS ACROSS ANDHRA PRADESH**

January- 2024

Managing Director

Andhra Pradesh Tourism Development Corporation (APTDC),

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

Vijayawada Andhra Pradesh - 520007

Email: edop@aptdc.in, gmw@aptdc.in

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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
Tender Notice No:	Tender Notice No. 40 / APTDC/2024-25
RFP Issue / Start Date	09.01.2024
Pre-Bid conference date/time/venue	18.01.2024, 11:00 AM, to be conducted at APTDC Corporate office, Vijayawada.
Last date/time for clarification	19.01.2024 16:00 Hrs (IST)
Due date for Receipt of Proposals/ Bids (Proposal Submission Date or Bid Due Date - BDD)	26.01.2024, 16:00 Hrs (IST) Original Hardcopy submission.

Contact: Bidders may contact the Authority for queries by mailing to gmw@aptdc.in and edop@aptdc.in or contact Mr. Ravi at 9505011951.

Any addendum / corrigendum to the RFP Document shall be intimated to all the Applicants / Bidders through APTDC 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 at <https://tourism.ap.gov.in/tenders>. 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 edop@aptdc.in, gmw@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 Financial 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 & APTDC website. The bidders are advised to consult APTDC 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 ("RFP Document") 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 Operators for Water Sports Activities at Different Locations across Andhra Pradesh.

The scope includes the operation of Water Sports activities at mentioned locations across Andhra Pradesh as specified in APPENDIX - I.

- 1.1 The Internet Site address for downloading the Tender Documents will be <https://tourism.ap.gov.in/tenders>. Interested Bidders can view detailed tender notice and download tender documents from the above mentioned websites. Applicants can download the RFP document from 09/01/2024 and last date for the proposal submission is 26/01/2024; 16:00 HRS. Bids must be submitted by means of **Hard copy** in the specified manner as described below. Bid submissions by any other means (e-mail etc.,) or in any other manner shall summarily be rejected.
- 1.2 Sealed bids (Outer envelope - A) shall only be received by the Authority. The Bidders need to pack the Pre-qualification / eligibility proposals as required in separate envelope (Envelope - B) and Financialproposal (Envelope - C) bids separately in two envelopes, both of them duly sealed in the Outer envelope - A. The Bid Processing Fee, Bid Security (EMD) and Power of Attorney etc., and all the required documents so as to meet the requirements of this RFP shall be submitted in Envelope - B by the Applicant / Bidder. Only True copies shall be entertained. Any other means of copies either duplicate / scanned etc., shall lead in the rejection of such bids. Subsequent corrigendum / addendum, if any, shall only be available in web site <https://tourism.ap.gov.in/tenders>. Please note that the Authority reserves the right to accept or reject all or any BID or annul whole of the process without assigning any reason whatsoever. The details of the services required are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).
- 1.3 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).
- 1.4 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 OPERATORS FOR WATER SPORTS ACTIVITIES AT DIFFERENT LOCATIONS ACROSS 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
Email: edop@aptdc.in, gmw@aptdc.in

1.5 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 (Annexure)

- 1.6 The Agency for providing its services for the said Assignment / Project will be selected on the basis of the Highest quote (H1) towards % of Revenue Share as described in this RFP. The Technical Proposals would be evaluated based on the qualification criteria set forth in this RFP. Financial Proposals (Financial Bids) of only those Applicants, who are qualified / Eligible (Eligibility criteria qualification) will be opened and evaluated.
- 1.7 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.
- 1.8 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.
- 1.9 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 Authority may request the Applicants to extend the period of validity for a specified additional period. The request for the extension shall be

made in writing. However, Applicants will not be permitted to modify their submitted proposals.

Date: 09-01-2024

For Andhra Pradesh Tourism Development Corporation

MD, APTDC

2. INSTRUCTIONS TO APPLICANTS

2. INSTRUCTIONS TO APPLICANTS

- 2.1 The Client has adopted a Single-stage Two-part process (hereinafter referred to as the “Selection Process / Tender Process”) for selection of a Service Provider, for award of the Project. The Proposal submission is envisaged in two parts - Technical Proposal and Financial/Financial Proposal. The Applicants may submit their Proposals in response to this RFP, in accordance with the provisions of this RFP. 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 ("Technical Proposal"). The Financial Proposals of only those Applicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall be opened for selecting the Service Provider ("Financial Proposal").
- 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.
- 2.4 The bidder should not bid for more than 3 locations for same activities.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.

2.9 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.

2.10 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.

2.11 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 edop@aptdc.in, gmw@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://tourism.ap.gov.in/tenders.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.

2.12 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://tourism.ap.gov.in/tenders.in> for the Assignment.

2.13 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 and vice versa.

2.14 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.

2.15 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								
RFP Details										
1.	Project/Assignment	“Selection of Operators for Water Sports Activities at Different Locations across Andhra Pradesh”								
2.	Organization / Authority	Andhra Pradesh Tourism Development Corporation (APTDC)								
3.	Projects / Site Details	Enclosed in the TOR								
Proposal Conditions and Evaluation										
4.	Proposal Validity	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.	Minimum Eligibility Criteria	<p>The applicant must meet all the following minimum eligibility criteria.</p> <p>a) The Applicant shall have similar experience in operating at least one project of Water Sports Related Activities in last Five years preceding the bid due date.</p> <p>Note: In case the applicant does not possess the requisite experience as mentioned under (a) above, then the same shall enter into MoU with such experienced Agency for the execution of subject assignment for a period not less than 3 years. The experience of such Agency shall be considered for the above eligibility & marking criterion, provided that the bidder submits the MoU and all the relevant documents for the same.</p> <p>b) For the proposed activities submitted by the Bidder, the Bidder is required to submit the experience details as specified in Annexure - 3 along with supporting documents as mentioned therein.</p> <p>c) Bidder should have company formed, i.e., (Sole Proprietorship/ Firm/ Pvt. Ltd. Company/LLP)</p> <p>d) Bidder should have minimum Net worth of 35% of the Project cost Proposed during the last Financial Year preceding the bid due date (“Financial Capacity”) as per the audited annual reports.</p> <p>e) Bidder should qualify with the operational guidelines and the qualifications of the employees as per following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S. No.</th> <th>Activities</th> <th>Guidelines & Qualifications</th> <th>Documents to be submitted</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Water</td> <td>NIWS safety norms & SOPs by</td> <td>1. CVs of technical personnel (signed by the individual and</td> </tr> </tbody> </table>	S. No.	Activities	Guidelines & Qualifications	Documents to be submitted	1	Water	NIWS safety norms & SOPs by	1. CVs of technical personnel (signed by the individual and
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S.No.	Key Information	Details		
			Sports Govt of AP https://niws.nic.in/wp-content/uploads/2022/05/NIWS-Safety-Guidelines-for-Watersports.pdf	bidder) – at least one person should have requisite qualification (proof of the same should be submitted), details of people already in role. 2. Certification from recognized institutions for proposed activities as per guidelines. 3. SOPs of proposed activities.
		<p>Note:</p> <p>a) For demonstrating the Technical Capacity, the Applicant is required to submit copy of the Ownership details (Property Tax, Certification from Local Body)/ Letters/ Work Orders/ Agreements/ completion certificates as proof of their experience.</p> <p>b) For demonstrating the Financial Capacity, the Applicant is required to submit copy of the Audited annual financial statements for the financial year immediately preceding the Bid Due Date.</p>		
6	Proposal Evaluation	<p>a) 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.</p> <p>b) Financial Evaluation: Financial bids of qualified applicants will only be opened. The Financial Bid would be assessed based on the Highest quote – H1 (above the IBM value) towards Minimum Annual Revenue Share of 10% for Water Sports Activities by an Applicant for the Assignment.</p>		
7	Criteria for selection of Agency	<p>a) 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.</p>		
8	EMD& Processing fee	<p>a) It is mandatory for all the participating bidders to pay a refundable EMD of Rs.50,000/- drawn from any Nationalized / Scheduled bank in favor of “Managing Director, APTDC”, Vijayawada by way of DD payable at Vijayawada.</p> <p>b) The EMD shall be valid for 30 days beyond the Bid Validity period.</p> <p>c) It is mandatory for all the participating bidders to pay a Non-refundable Processing fee of Rs.10,000/- drawn from any Nationalized / Scheduled bank in favor of “Managing Director, APTDC”, Vijayawada by way of DD payable at Vijayawada.</p>		
Proposal Submissions				

S.No.	Key Information	Details
9	Outer Envelope A:	Bid Processing Fee, Envelope B & Envelope C as detailed in section 4
10	Envelope B: Technical Proposal	<p style="text-align: center;"><u>Technical Bid format as required by RFP</u></p> <ul style="list-style-type: none"> • 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 (registered in Andhra Pradesh) and Pan card ~ Annexure 4 • Financial Experience towards Min. Eligibility ~ Annexure 5 • Power of Authority ~ Annexure 6 • Firm / Organization Registration Certificate ~ Annexure 7 (Not required for Proprietary firm) • Financial Proposal (Annexure 8) • Affidavit of non-blacklisting by any Authority / authority in India~ Annexure 9. • EMD ~ Demand Draft / BG
11	Envelope C: Financial Proposal	The Applicants shall be required to submit their Financial Proposals in the format as provided in the (Annexure 8) of RFP duly filled and signed.
12	Duration of Assignment	<p>The Assignment shall be valid for a period of Five years from the date of signing of Agreement. It may extend* up to a period of 5 years as per mutually agreed terms and conditions of both the parties.</p> <p><i>*Only for specific locations</i></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"> • The selected operator/ agency will have to submit an irrevocable Operation Performance Security amount amounting to 3% of the total investment amount or Rs.1,00,000/- whichever is higher as per location for all the activities listed, in the form of Bank Guarantee in favor of “Managing Director, APTDC”, Vijayawada from any Nationalized/ Scheduled Bank which shall be remain valid during the operation period. • This Operational Performance Security will be interest free and will have to be submitted at the time of signing the License Agreement. In case of non-fulfillment of operational obligations during operation period, the Operation Performance Security will be forfeited as per the Terms of License Agreement.

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 incorporated in India by the above or as per applicable laws of the country of its origin.
- 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

The Proposals shall be prepared in separate envelopes as under.

I. OUTER ENVELOPE:A

- a) Bid Processing Fee
- b) Envelope B: Technical Proposal
- c) Envelope C: Financial Proposal

Outer Envelope shall be sealed, labelled as “SELECTION OF OPERATORS FOR WATER SPORTS ACTIVITIES AT DIFFERENT LOCATIONS ACROSS ANDHRA PRADESH – Location”.*

***(from Appendix I)**

II. SUBMISSIONS IN ENVELOPE B (TECHNICAL PROPOSAL)

The Envelope B shall contain the following documents.

- a) Signed RFP document
- b) Checklist of Submissions as per Annexure 1
- c) Covering Letter as per Annexure 2

- d) Experience of The Applicant: Details of experience of the Applicant (Last Five financial years) in the format enclosed as Annexure 3.
- e) GST Registration Certificate (registered in Andhra Pradesh) and Pan card as per Annexure 4.
- f) Turn Over / Financial Eligibility as per Annexure 5.
- g) Power of Authority as per Annexure 6.
- h) Firm / Organization Registration Certificate ~ Annexure 7 (Not required for Proprietary firm)
- i) Affidavit of non-blacklisting by any Authority / authority in India~ Annexure 9
- j) EMD: Rs. 50,000 (INR Fifty Thousand only) in the form of Demand draft drawn from any Nationalized / Scheduled bank in favor of “Managing Director, APTDC”, Vijayawada by way of DD payable at Vijayawada.

*Envelope B (Technical Proposal) shall be sealed, labelled as **TECHNICAL PROPOSAL FOR“SELECTION OF OPERATORS FOR WATER SPORTS ACTIVITIES AT DIFFERENT LOCATIONS ACROSS ANDHRA PRADESH– Location*”**.*

***(from Appendix I)**

III. SUBMISSIONS IN ENVELOPE C (FINANCIAL PROPOSAL)

The Financial Proposal shall contain the Bidder’s Proposal for **% of Revenue share** for water sports activities at the proposed location (Appendix I) for a period of 5 years. The Bidder’s quote in **Percentage (%) on overall Revenue**. The financial proposal shall be in the format enclosed as **Annexure 8**.

The Bidder shall also disclose the estimated total Investment for the given scope and deliverables of the Assignment as enclosed in **Annexure 8**.

*Envelope C (Financial Proposal) shall be sealed, labelled as **FINANCIAL PROPOSAL FOR“SELECTION OF OPERATORS FOR WATER SPORTS ACTIVITIES AT DIFFERENT LOCATIONS ACROSS ANDHRA PRADESH– Location*”**.*

***(from Appendix I)**

4.3 OPENING OF PROPOSALS

- a. Proposals received by the Proposal Due Date and time and in sealed condition will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.
- b. Applicants that submitted the Proposals will be duly intimated with the date, time and venue for opening the Proposals received as above. Authorized representatives of the participating Applicants are requested to be present during proposal opening.
- c. The details of the authorized representatives (who choose to attend) present will be recorded.
- d. Name of the Applicants that submitted the Proposals will be read aloud in the presence of Applicant’s representatives and will be recorded.

I. OPENING AND EVALUATION OF ENVELOPE B (TECHNICAL PROPOSAL)

a. Test of Responsiveness

Prior to evaluation of the documents contained in the Technical Bid envelope, the Authority shall determine whether each Bid is responsive to the requirements set out in this Tender. A Bid shall be considered responsive only if:

- i. It is received as per the formats prescribed in this tender.
- ii. It is received by the Bid due date including any extension thereof, it is signed, sealed, bound together and marked as stipulated.
- iii. It contains the tender fee of Rs 10,000/-as specified in the Tender Document
- iv. It contains the EMD of Rs50,000/-as specified in the Tender Document
- v. It contains the necessary documentary proof for establishing the Technical and Financial Capabilities of the Bidders
- vi. The bidder should write the Assignment Title and proposed location name on the main cover.
- vii. The bid of the bidders entered into agreement with APTDC with regard to Water Sports earlier and not started commercial operations as per agreement conditions are deemed to be canceled.
- viii. The bidder who has previously being awarded LOA and failed to enter into agreement, such bids are deemed to be canceled.

b. Technical Bid Evaluation

- i. The Technical Bid (Envelope B) and supporting documents will be evaluated for Minimum Eligibility Criteria as per the Data Sheet mentioned in section - 3.
- ii. Proposals meeting the minimum eligibility criteria will only be considered for further evaluation of the Proposals.
- iii. Applicants not meeting the minimum eligibility criteria as above are deemed to be disqualified and will be barred from further evaluation of their proposal. No correspondence or representation will be entertained, and the Client's decision will be final in this regard.
- iv. The Envelope B of the eligible proposals will be opened and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats. The client 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.

II. OPENING AND EVALUATION OF ENVELOPE C (FINANCIAL PROPOSAL)

- a. The Envelope C of those Applicants who have qualified the minimum eligibility as mentioned in the data sheet will only be opened.

- b. The Financial Proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Proposal (Annexure 8), then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected, and such Applicants will be eliminated from further evaluation process.
- c. The Financial Proposals shall include the Bidder's Proposal for % of Revenue Share. If the Bid submitted by the bidder is less than the IBM value mentioned in "Proposal Evaluation" mentioned in Section -3 shall be rejected.
- d. **Requirements for Substantial Compliance:** Prior to the detailed evaluation of the Financial Proposal, it would be determined whether each Financial Proposal:
 - i. Has been properly signed and contains the required representations or commitments.
 - ii. Is presented in a manner that conforms with the requirements of the RFP including the specified format.
- e. **Material Deviation:** A material deviation or reservation is one
 - i. Which affects in any substantial way the requirements of the RFP and performance of the Project; or
 - ii. Which is substantially inconsistent with the requirements of the RFP?
 - iii. Whose rectification would affect unfairly the competitive provision of other competing Applicants presenting substantially responsive proposals.
 - iv. Any conditional Bids shall be termed as non – responsive and summarily shall be rejected.
- f. **Evaluation:** The Financial Proposal that has the Highest quote (H1) on Minimum Revenue share by the Bidder for the execution of the assignment which includes the Deployment of equipment and manpower, Operate & Manage Water Sports, establishment of temporary infrastructure at assignment location for the entire period of Sixty(60) months upon the Minimum eligibility qualification.
- g. Subject to terms & conditions of clause 4.2III of this RFP for the period of Sixty (60) months:
 - i. The Financial Bid would be assessed based on the process as stipulated in 4.3(f) of this RFP.
 - ii. The remaining Bidders shall be kept in reserve and may be invited for negotiations as per the water flow mechanism in case such Successful Bidder withdraws or is not selected for any reason.
 - iii. In the event that the Successful Bidder withdraws or is not selected for any reason in the first instance, the Client may invite the next successful bidder so selected in the water flow mechanism for negotiation. If the second bidder also

withdraws or is not selected for any reason, then the next bidder shall be invited for the negotiations and so on.

- iv. In the event that the Client rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

Note: Hard copies of bids will only be considered for evaluation.

4.4 CLARIFICATION TO RFP DOCUMENTS

If any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to APTDC in writing by post, email, or courier before three days of the Pre-Bid meeting to enable APTDC to have adequate notice of the said queries so that the same may be addressed:

Contact for questions about RFP submission procedures, Technical Specifications and Terms and Conditions at:

ANDHRA PRADESH TOURISM DEVELOPMENT CORPORATION

Address: Andhra Pradesh Tourism Development Corporation (APTDC),

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

Vijayawada Andhra Pradesh - 520007

Email: edop@aptdc.in, gmw@aptdc.in

Nothing in this section shall be taken to mean or read as compelling or requiring APTDC to respond to any questions or to provide any clarification to a query. APTDC reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications if APTDC in its sole discretion considers that no reply is necessary. No extension of Deadline for Submission of Bids will be granted on the basis or grounds that APTDC has not responded to any question or provided any clarification to a query.

4.5 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.

4.6 CONDITIONS ON BIDDER

- a. The bidder should quote for all proposed activities at each location listed in Appendix I. Any bidder can bid for maximum three locations only.
- b. The bidder should have invested Minimum Estimated Investment per location for all proposed activities at each location listed in Appendix I.
- c. If there is only one bidder at a particular location, the bid due date for that particular location will be extended by 15 days. If no one else participates in the extended period also, the sole bidder will be considered after due process.
- d. In the event that two or more Bidders quote the same amount of revenue share, the APTDC shall identify the Successful Bidder by draw of lots, which shall be conducted with prior notice in the presence of the Tie Bidders.

- e. In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining relevant Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the highest Bidder it shall be the Successful Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Successful Bidder.
- f. In the event that no Bidder offers to match the highest Bidder in the second round of bidding, the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case maybe.
- g. The preference will be given for existing operator.
- h. APTDC shall have right to carryout Water sport activities at the proposed locations irrespective of Bidders proposal.

4.7 GENERAL TERMS & CONDITIONS

- a. Post Selection:
 - i. The Selected agency/ operator should prepare a conceptual plan with a lay -out indicating the activity zones, common facilities, etc. along with the circulation plan, waste collection and disposal mechanism, etc. and this should be presented before the Authority for approval.
 - ii. The selected operator / agency will be required to show relevant proof of acquiring necessary equipment as per the proposed concept and should ave necessary technical manpower at the time of signing an agreement. The selected agency/ operator shall use equipment of good quality confirming to international standards/National standards (as per requirement).
 - iii. The required land at the place of operation for the equipment and the tourist’s facility, if any will be provided. This land will be given only for the storage of equipment and for the tourist’s facility, if any and not for any other commercial purposes.
 - iv. After fulfilling all the requirements, the selected operator/agency will be eligible to sign a License Agreement.
- b. During Execution:
 - i. Responsibility for safety, permissions, cleanliness and upholding the law:
 - (i) The selected operator/agency will have to follow the acts, norms and guidelines laid down by the state government and central government for operations, cleanliness, insurance and safety. The cleanliness and safety at the premises will be the responsibility of the bidder.
 - (ii) All sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the selected bidder / operator at

his cost and such document shall be kept effective and in force at all material times throughout the operation period and due updating needs to be done subject to any expiries or changes in procedure/law.

- (iii) The selected operator/agency shall make adequate and satisfactory arrangement for the removal of waste of garbage and shall be responsible for the disposal of waste bags accumulated either nearby office area or within designated area as per the applicable norms of respective Authority.
 - (iv) The Authority will not be vicariously liable for any act of the selected agency /operator and the selected agency / operator shall alone be liable for violation of any law and the selected agency/operator agrees to indemnify the Authority from all claims.
 - (v) Insurance: The selected Operator /Agency will have to take insurance of the passengers to the extent of **Rs.5,00,000/-(Five lakhs) per passenger or CGLI (Commercial General Liability Insurance) coverage as per ATOAI rules.**
- c. **Revenue Share:** The selected operator/agency will have to pay Share of Revenue, as quoted by them as part of their financial proposal, from the activity and shall be paid in favour of “Andhra Pradesh Tourism Development Corporation Ltd.” as per the terms of License Agreement. If the selected agency/operator fails to remit the share within the due date, the Authority has the right to cancel the Allotment Letter without any intimation to the selected agency /Operator and his Operation Performance Security will be forfeited.
 - d. The revenue share due to APTDC shall be calculated at the end of every month and has to be paid to APTDC within 5 days from the end of the month. The mode of ticketing and revenue collection will be mutually decided after the selection of operators.
 - e. The operator should mandatorily have and only use POS machines or other non-cash methods for ticketing.
 - f. The operator will have to set up technological equipment or other means as stated by the Authority, at its own cost, in view of monitoring revenue collections.

4.8 OPERATIONAL CONDITIONS

- a. No permanent structure will be allowed on the beach/location of operation.
- b. The successful bidder who has been awarded the bid, if fails to participate in the agreement stage or withdraws or fails to operate for any reason, fresh tendering will be called for by setting the H1(H1 of the previously selected bidder) as IBM value.
- c. Water Sports activities shall be run in the name of “AGENCY / OPERATOR” but the name of APTDC, Government of Andhra Pradesh is to be indicated in the Name Board.
- d. The selected bidder/operator shall promptly submit verified statements, reports, accounts, documents and any other particulars as required by the authority from time to time.
- e. **Review:** The investment proposals / commitments as mentioned in the presentation shall remain as a binding to the Preferred Bidder, and an Independent Expert may be appointed by the Authority to review the progress of the selected bidder / operator on quarterly basis.
- f. **Situations of Dispute:** In case of dispute and difference in connection with the terms of agreement the said dispute shall first be referred to the Managing Director, Andhra Pradesh Tourism Development Corporation for conciliation, in the event of failure in conciliation the dispute shall be referred to sole Arbitrator to be appointed by the licensor under the provision of Arbitration and Conciliation Act.
- g. Any additional terms and condition will be incorporated as and when required as per the instruction of Government of Andhra Pradesh and /or Government of India other than the mentioned terms and conditions in the tender. This will be binding to the Bidders.
- h. No operation should be undertaken except the allotted items.

- i. The Selected agency / operator shall not sublease the license to operate the Water Sports activity.
- j. The Selected agency/ operator should arrange electricity, water and maintenance and other facility in respect of Water Sports activities at their own cost.

4.9 CONDITION ON APPLICANTS / BIDDERS

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

4.10 NUMBER OF COPIES OF PROPOSAL

The Bidder shall submit one original and one copy of the Envelope - B separately, clearly marking each "Technical Bid- Original" and "Technical Bid- Copy", as appropriate. In the event of any discrepancy between the original and the copy, the original shall govern.

Bidder shall submit only one original of the Financial Bid, clearly marking the same as "Financial Bid".

4.11 ANNULMENT OF AWARD

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

4.12 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

APTDC intends to develop Water Sports Activities at specified locations. In order to achieve this, it invites proposals from operator / agency of National and international repute for operating Water Sports Activities on are venue share basis as mentioned in this tender document.

5.2 WATER SPORTS

Activities for the purpose of this tender have been defined as “a commercially operated enterprise that offers Water sports activities for different age groups”.

5.3 PROPOSED LOCATIONS AND ACTIVITIES

The proposed locations and the permissible activities that can be bid for, at each location are given in Appendix I. One bidder will be selected at each location for all set of activities. Bidders interested at any other locations and/or any other activities at the given/other sites are invited to make their representation in the pre-bid meeting or pre-bid queries. Such requests may be considered and notified in the addendum to the RFP at the Authority’s own discretion.

5.4 SCOPE OF OPERATOR

The detailed scope of services required to be undertaken under this assignment is as below:

- Deployment of equipment and manpower at the particular location for the particular activity (as permitted by (Appendix I)) for which the bidder is selected for.
- Operate & Manage Water Sports Activities at the location, conforming to acts, norms and guidelines laid down by the state government and central government for operations, cleanliness, insurance, and safety.
- Avail all sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, approvals etc., at bidder’s own cost before commencement of operations and keep such document effective and in force at all material times throughout the operation period and undertake due updating, subject to any expiries or changes in procedure/law.
- Establishment of temporary infrastructure, new furniture & fixtures, if required.
- Revenue Collection– selected bidder is free to fix and revise tariff.
- Maintenance of the entire unit.
- Avoid unauthorized usage of location and infrastructure.
- Timely payment of revenue share to APTDC.

5.5 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 for Stage I locations (Appendix I), which can be extendable for another 5 years on mutual consent of the Bidder & Authority and for Stage II Locations (Appendix I) the agreement period for the subject assignment shall be for a period of 5 Years from the date of signing the Agreement.

5.6 ROLE OF APTDC

The obligations of APTDC are as follows:

- i. A technical team formed by MD, APTDC will inspect the locations and the activities during execution and operation given to the successful operator on time to time.
- ii. APTDC will be responsible for monitoring the financial transactions for stipulated revenue share from the bidder.
- iii. Concluding of Agreement with operators

5.7 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 hotel/ resort/ 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 quarter 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 Program me 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 quarter/month as agreed in the SA audited profit and loss statement within 7 days of the end of the quarter / month 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 equipment forming part there of 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).
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 & Payment of Salaries

1. The Selected operator/ agency shall employ in the said Water Sports Activities Centre/ Operational Area their own trained employees to run the said Waters Sports Activities and they shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues payable to them. The Selected operator/agency shall also comply with each and every provision of law applicable to their employees, including obtaining of licenses under the provisions of Contract Labor (Regulations Abolition) Act, 1970 and rules made there under,
2. Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labor legislation in force from time to time. The Licensor shall in no way be liable to pay any dues or claims payable in this behalf to the said employees shall have any claim of employment in the Organization of the Licensor while delivering and handing over the said Water Sports activities to the Licensor, expiry of this agreement or on its earlier termination, The Selected operator/agency shall indemnify and keep in dignified and save harmless the Licensor against all costs, charges and expenses of what so ever nature which may be incurred by the Licensor in this behalf.
3. 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).
4. 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.

5.8 TERMINATION OF THE CONTRACT

1. The Operation Performance Security will be encashed by the Authority in case of non-payment of Revenue Share to the concerned Authority or any other dues payable to the Authority or any other statutory payments payable to respective Authorities within the stipulated time or in case of breach of any terms and condition of the Agreement between the Authority and selected bidder/ operator. Upon such encashment and appropriation, the selected bidder / operator shall, within 30 (thirty) days thereof, replenish the Operation Performance Security to its original level or provide a fresh Operation Performance Security as the case may be, failing which the Authority shall have the right to terminate this Agreement with Immediate effect.
2. In case the selected bidder / operator commits breach of any of the terms and conditions and stipulation herein contained on the part of the selected bidder /operator to be observed and performed, then in such cases the authority shall be at liberty to give a notice in writing (by Registered Post) to the selected bidder /operator to set right or rectify the breach or omission of any of the terms, conditions and stipulations of this agreement and in case of noncompliance on the part of selected bidder/operator within 30 days of the receipt of such notice, this agreement at the option of the authority may be terminated and upon such termination this agreement shall become null and void and all the rights of the selected bidder / operator herein shall immediately cease and determine. The agreement may also be terminated for any criminal acts on the part of the selected bidder/operator which need not be referred to arbitration.
3. 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.

5.9 PENALTY & DAMAGES

- i. Failure in fulfillment of performance i.e., to successfully perform / complete the deliverables as indicated in Clause 5.5 and adhere MSOs / MDOs as mentioned in this RFP shall warrant a penalty not exceeding the Performance Security amount so submitted. (A new Performance Security Amount of same value shall be submitted by the selected bidder for continuance of the agreement in such event) PSA shall also be forfeited in case of any midway unilateral withdrawal from the contract.
- ii. Bidder in case of delay in payments, will attract a simple interest of 18% per annum of the overdue amount for the number of days of delay.

- iii. Bidder in case of committing repetitive offences mentioned in i, & ii above shall be blacklisted from bidding for any Contract/ Tender / RFP with Andhra Pradesh Tourism Development Corporation (APTDC) for a period of 3 years.
- iv. 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 for paying the delayed payments.

5.10 KPIs

- i. The Agency shall submit a quarterly report of activities undertaken and public feedback along with a section on recommendations for improvement.
- ii. Subletting of facilities under this RFP/ Agreement is not allowed.

5.11 EARNEST MONEY DEPOSIT (EMD)

- a. The Bid shall be accompanied by Earnest Money Deposit (EMD) Rs.50,000/- drawn from any Nationalized / Scheduled bank in the form of DD in favor of APTDC "Andhra Pradesh Tourism Development Corporation" 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.

5.12 PERFORMANCE SECURITY

The selected operator/ agency will have to submit an irrevocable Operation Performance Security amount amounting to 5% of the total investment amount or Rs.1,00,000/- whichever is higher per location, in the form of Performance Security in form of BG/ DD the specified time 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.

This Operational Performance Security will be interest free and will have to be submitted at the time of signing the License Agreement. In case of non-fulfillment of operational obligations during operation period, the Operation Performance Security will be forfeited as per the Terms of License Agreement.

APPENDIX I

S.no	Unit/Location Name	Name of the Division	Proposed activities	Minimum Estimated Investment per location
1	Suryalanka beach Bapatla madal, Bapatla district.	Vijayawada	Jet Ski, Speedboat, Deluxe boat, Pontoon boat, Boat parasailing, Canon, Jeep parasailing, Scuba diving, ATV, Sea Kayaking, Trampoline, Bungee trampoline, Rocket Ejector, Net cricket, Beach volley ball etc and suitable activities.	50.00 lakhs
2	Ramapuram Chirala Bapatla madal, Bapatla district.	Vijayawada		50.00 lakhs
3	Vodarevu beach Manginapudi beach	Vijayawada		50.00 lakhs
4	Adavi village Beach, Bapatla madal, Bapatla district.	Vijayawada		50.00 lakhs
5	Potti subbayapalem beach Bapatla madal, Bapatla district.	Vijayawada		50.00 lakhs
6	PPRHS beach, Bapatla madal, Bapatla district.	Vijayawada		50.00 lakhs
7	Ramapuram Shootout Beach, Bapatla madal, Bapatla district.	Vijayawada		50.00 lakhs
8	Blue Lagoon Beach, Bapatla madal, Bapatla district.	Vijayawada		50.00 lakhs
9	Ramachandrapuram Beach, Bapatla madal, Bapatla district.	Vijayawada		50.00 lakhs

10	Suryalanka to Nijampatnam canal, Bapatla madal, Bapatla district.	Vijayawada		30.00 lakhs
11	Manginapudi Beach, Machilipatnam	Vijayawada		50.00 lakhs
12	Garledinni, Anantapur district	Kurnool	JetSki, Speedboat, Boat parasailing, Jeep	20.00 lakhs
13	Jaeedi palli dam, Anantapur district.	Kurnool	parasailing, House Boats, Scuba diving, ATV,	20.00 lakhs
14	Gorukallu Reservoir, Panyam mandal, Nandyala	Kurnool	Sea Kayaking etc and suitable activities Trampoline, Net cricket,	20.00 lakhs
15	Singanamala Tank, Pothukunta, Puttaparthi, Ananthapuram Dist	Kurnool	Beach volley ball etc and suitable activities	20.00 lakhs
16	PABR DAM, Ananathapuram	Kurnool		20.00 lakhs
17	Orvakal lake, Kurnool near APTDC hotel.	Kurnool		20.00 lakhs
18	Gargeyapuram, Kurnool	Kurnool		20.00 lakhs
19	Ramayapatnam Beach, Near Kaavali, Prakasham District	Nellore	Jet Ski, Speedboat, Deluxe boat, Pontoon boat, Boat parasailing, Canon, Jeep	50.00 lakhs
20	Anantha sagaram, Nellore District	Nellore	parasailing, Scuba diving, ATV, Sea Kayaking,	20.00 lakhs
21	Thummalapenta Beach, Nellore district.	Nellore	Trampoline, Bungee	30.00 lakhs

22	Thupilipalem Beach, Nellore district.	Nellore	trampoline, Rocket Ejector, Net cricket, Beach	30.00 lakhs
23	BV Palem–Lake Front, Nellore District	Nellore	volley ball etc and suitable activities	20.00 lakhs
24	Kandaleru reservoir, apur Mandal, Nellore district	Nellore		20.00 lakhs
25	Somasila reservoir, Penna River near Somasila, Nellore district.	Nellore		20.00 lakhs
26	Ranganadh swamy temple, Nellore barrage, Nellore District.	Nellore		20.00 lakhs
27	Chickenvariar tank, Dharmavaramlake, Ananthapuram	Kadapa	Jet Ski, Speedboat, Deluxe boat, Pontoon boat, Boat	20.00 lakhs
28	Water Fleet unit, Brahmasagaram, Kadapa	Kadapa	parasailing, House boats, Canon, Jeep parasailing,	20.00 lakhs
29	Veligallu reservoir, Papagni River near Galiveedu in Kadapa district	Kadapa	Scuba diving, ATV, Sea Kayaking, Trampoline, Bungee trampoline, Rocket Ejector, Net	20.00 lakhs
30	Nandaluru Cheruvu, Kadapa	Kadapa	cricket, Beach volley ball etc and suitable activities	20.00 lakhs
31	Parnapalli, Near Pulibvendula	Kadapa		20.00 lakhs
32	SinganamalaTank, Ananthapuram	Tirupathi	Jet Ski, Speedboat, Deluxe boat, Pontoon boat, Boat	20.00 lakhs
33	Pothukunta, Ananthapuram	Tirupathi		20.00 lakhs

34	Chagallu reservoir, Tadipatri	Tirupati	parasailing, House boats, Canon, Jeep parasailing,	20.00 lakhs
35	Kalyani Dam, Tirupathi district.	Tirupati	Scuba diving, ATV, Sea Kayaking, Trampoline,	20.00 lakhs
36	PABR Dam, Kuderu Mandal, Ananthapuramu District	Tirupati	Bungee trampoline, Rocket Ejector, Net cricket, Beach volley ball	20.00 lakhs
37	MPR Dam, Penna river in the Anantapur district	Tirupati	etc and suitable activities	20.00 lakhs
38	Gospadam, W.G district	Kakinada	Jet Ski, Speedboat, Deluxe boat, Pontoon boat, Boat parasailing, House boats, Canon, Jeep parasailing, Scuba diving, ATV, Sea Kayaking, Trampoline, Bungee trampoline, Rocket Ejector, Net cricket, Beach volley ball etc and suitable activities	20.00 lakhs
39	Chinchinada, W.G district	Kakinada		20.00 lakhs
40	Antarvedi, E.G District	Kakinada		20.00 lakhs
41	Erra Kaluva Jalsayam, W.G District	Kakinada		20.00 lakhs
42	Pattiseema, E.G District	Kakinada		20.00 lakhs
43	Antervedi and yelamanchili	Kakinada		20.00 lakhs
44	Kakinada Beach, Kakinada	Kakinada		50.00 lakhs
45	Rajahmundry	Kakinada	50.00 lakhs	
46	Bhupatipalem Reservoir, EG District	Kakinada	200.00 lakhs	
47	Perupalem Beach, W.G District	Kakinada	50.00 lakhs	

48	Cotton park & Edward tank , Bhimavaram town	Kakinada		20.00 lakhs
49	Yedurulanka to Bairavapalem (Bankolubasti)	Kakinada		60.00 lakhs
50	Kalingapatnam Beach	Visakhapatnam	Jet Ski, Speedboat, Deluxe boat, Pontoon boat, Boat parasailing, House boats, Canon, Jeep parasailing, Scuba diving, ATV, Sea Kayaking, Trampoline, Bungee trampoline, Rocket Ejector, Net cricket, Beach volley ball etc and suitable activities	30.00 lakhs
51	Baruva beach, Srikakulam	Visakhapatnam		30.00 lakhs
52	Revu Polavaram Beach	Visakhapatnam		30.00 lakhs
53	Madduvalasa reservoir, Srikakulam	Visakhapatnam		20.00 lakhs
54	Kondakarla ava	Visakhapatnam		30.00 lakhs
55	Pedda cheruvu, Vizianagaram	Visakhapatnam		20.00 lakhs
56	Thatipudi Reservoir	Visakhapatnam		400.00 lakhs
57	Appughar park Beach, Opp Yatrivas, Visakhapatnam	Visakhapatnam	50.00 lakhs	

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

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

SNo.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Remarks
1.	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.	Financial Proposal (Annexure 8)		
10.	Affidavit of non-blacklisting by any Authority / authority in India (Annexure 9)		

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: edop@aptdc.in, gmw@aptdc.in

Sub: "Selection of Operators for Water Sports Activities at Different Locations across 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 1 years (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
NET WORTH RELATED DATA (*All figures in INR Crores*)

Description	2022-23
NET WORTH	

Financial Year: 1st April 2023 to 31stMarch 2022 followed and audited.

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Report
2. The annual 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 executants (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

FINANCIAL 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: edop@aptdc.in, gmw@aptdc.in

Sub: "Selection of Operators for Water Sports Activities at Different Locations across Andhra Pradesh"

With reference to your RFP Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Financial Proposal for selection of Operator for O&M (the "Operator") of the subject assignment.

As a part of the Proposal for providing Agency services for the subject Project, we hereby submit the following financial proposal to the APTDC.

We quote PERCENTAGE % . _____ (in figures)Rs.

_____ (% in words) plus applicable taxes to pay APTDC as our offer of Minimum Annual Revenue Share towards the award of the project for whole of the project period and to be paid as per payment schedule specified in the RFP.

We abide by the above quote, terms and conditions of the RFP, and agree to pay the quoted amount, if APTDC selects us as the Operator for this project.

We also understand that in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of one hundred and eighty (180 days) from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

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

Format for

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