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**TENDER CUM AUCTION NOTIFICATION FOR OPERATION & MAINTENANCE OF HARITHA BEACH VIEW RESTAURENT AT REVUPOLAVARAM, S.RAYAVARAM MANDAL IN VISAKHAPATNAM DISTRICT.**

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**INSTRUCTIONS TO BIDDERS**

APTDC is in the process of outsourcing some of its properties and is undertaking extensive marketing to connect with investors to ensure wider participation in the bid process. Given the nature of the properties (in terms and property size and investment), they are more conducive for local investors. The Process of Calling for tender receiving of Tender documents and Opening of Tenders will be done through DISTRICT TOURISM COUNCIL, Visakhapatnam. In this process APTDC wish to Let out its Property of HARITHA BEACH VIEW RESTAURENT at Revupolavaram(Newly Constructed), S.Rayavaram Mandal in Viskhapatnam district for O&M through D.T.C, Visaskhapatnam.

**Schedule of BID PROCESS**

<b>S,No</b>	<b>Item</b>	<b>Schedule Date</b>
<b>1.</b>	<b>Down Loading of the Tender Document through District information web site starts from</b>	<b>21.8.2017</b>
<b>2.</b>	<b>Pre-bid meeting on proposed tender</b>	<b>24.8.2017</b>
<b>3.</b>	<b>Last date for submission of bids</b>	<b>28.8.2017 up to 4.00 pm</b>
<b>4.</b>	<b>Date of Opening of Tenders and Auction</b>	<b>30.8.2017, 3.00 pm</b>

1. DTC will conduct Pre-bid meeting with investors to discuss the importance and details of properties to be outsourced to resolve their queries. The Venue of the meeting will be at Regional Director, Tourism & E.D, A.P.T.D.C office at 2<sup>nd</sup> floor, VUDA complex at Siripuram.
2. Any deviation to be made to RFP, based on the feedback received from investors, shall be undertaken by the technical committee at respective DTC, duly consulting APTDC.
3. Bidders should invariably stick to timelines specified above.

#### **A) Constitution of technical committee by DTC**

4. DTC shall constitute a technical committee under the overall chairmanship of District Collector, Visakhapatnam. The members of the technical committee shall be Regional Director, District Tourism Officer, Executive Engineer, APTDC and DVM concerned. This committee will look after entire process from Star to end of the process of tendering

#### **B) Bid submission, evaluation & award**

5. Bidders shall submit two sealed envelopes, envelope - 1 for eligibility documents and envelope - 2 for price bid.
6. The Bidders are requested to submit two separate Demand Drafts of Rs. 5000/- and 50,000/- each as Bid fee and Bid Security fee as specified in the Bid Document. The Demand Drafts should be payable at any nationalized bank at par in VIJAYAWADA and should be in the name of ANDHRA PRADESH TOURISM DEVELOPMENT CORPORATION LIMITED .
7. The bid evaluation shall be conducted based on documents provided by each of the bidder in envelope 1 within 5 days of bid submission date.
8. All the eligible bidders will be issued a hall-ticket to participate in financial-bid opening and auction process.
9. On the 7<sup>th</sup> day of bid submission, bids of all technically qualified bidders shall be considered for financial evaluation by opening the envelope 2. The highest bidder shall be announced for the bid.
10. Chairman of the Technical Committee shall conduct an open auction from the highest bid as the base price to give one more opportunity to all the bidders to offer for further higher bids. The **bidder of the highest bid** in the auction will be declared as the Successful bidder.
11. The open auction shall be closely coordinated, observed and recorded by the Technical Committee in the minutes of the proceedings. The timelines mentioned above are indicative. The District Collector has the freedom to decide depending on local conditions.
12. After completion of auction, signatures will be obtained from all participants of a particular property, confirming successful O&M operator to ensure transparency.
13. Work order shall be issued by Corporate Office directing to successful Operator to pay the annual lease in advance in the name of APTDC before one week at the time of handover the property.

14. The property shall be handed over on an as-is-where is basis excluding all the movable equipment, post-entering into the agreement and upon receipt of annual lease rental. The movable equipment could be given to the successful bidder on payment basis duly valuing the worth of the equipment by the technical committee.
15. The rental agreement shall contain detailed inventory of both movable and immovable properties.
16. Bidders are requested to opt for personal assessment of the Property before participating in Tender.

Any Queries/clarifications required in the above issues can be sought from the below Address.

OFFICE OF THE REGIONAL DIRECTOR, TOURISM &  
E.D,A.P.T.D.C, 2<sup>ND</sup> FLOOR  
VUDA Vudyog Bhavan Complex' Siripuram  
VISAKHAPATNAM  
Ph.No:0891-2590799

**ANDHRA PRADESH TOURISM DEVELOPMENT CORPORATION LIMITED**

**TENDER CUM AUCTION FOR OPERATION AND MAINTENANCE OF  
HARTIHA BEACH VIEW RESTAURENT AT REVUPOLAVARAM IN  
VISAKHAPATNAM DISTRICT.**

**BID DOCUMENT**

**Andhra Pradesh Tourism Development Corporation Limited  
5<sup>th</sup> Floor, Staalin Corporation Buidling, 2<sup>nd</sup> lane  
Behind Auto nagar Bus stand, VIJAYAWADA**

**OPERATION AND MAINTENANCE OF HARTIHA BEACH VIEW RESTAURENT AT  
REVUPOLAVARAM IN VISAKHAPATNAM DISTRICT.**

**BID DOCUMENT**

APTDC is in the process of outsourcing some of its properties and is undertaking extensive marketing to connect with investors to ensure wider participation in the bid process. Given the nature of the properties (in terms and property size and investment), they are more conducive for local investors. As a Part of the above Out sourcing APTDC wish to Out Source the Property of HARITHA BEACH VIEW RESTAURENT at REVUPOLAVARAAM for O&M On tender Cum open auction basis. The Details of the Property are as follows

S. No.	Location	Type	Category	Existing Facilities	Land Extent (Acres)	Built-up Area (Sq. ft.)	Upset Price (Lakhs)
1	Revupolavaram,S.Rayavaram Mandal, Visakhapatnam District.	Restaurant	A	Restaurant,Parking Area,Toilets and Beach Shacks	3.00	1705.00	5.00

- I. **Bid Fee:** INR 5000 for A Category property. The cost of bid shall be submitted through a DD, drawn from Nationalized/Scheduled Bank in favor of “Andhra Pradesh Tourism Development Corporation”and payable at Vijayawada, AP.This fee is Non-refundable.
- II. **Bid Security (EMD):** INR 50,000 for A Category property. The bid security shall be submitted in the form of either Demand Draft or unconditional and irrevocable Bank Guarantee from a Nationalized/ Scheduled Ban (excluding Cooperative Banks) which is refundable subject to terms and conditions. The Bid security fee will be refundable subject to terms and conditions of DTC/APTDC.
- III. **Eligibility Criteria:**

Technical:

Applicant should have experience of:  
Operating similar size facility (Hotel/Resort/Wayside Amenity/Restaurant/Commercial complex) for at least 1 year in last 5 years.

Financial:

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The applicant shall have the minimum net-worth equivalent to the upset price of the respective property. The applicant shall furnish a Chartered Accountant (CA) certificate as on 31<sup>st</sup> March, 2017 for project applicant is applying for.

**IV. Bid Submissions:**

Applicants shall submit two sealed envelopes, envelope - 1 for eligibility documents and envelope - 2 for price bid.

**V. Method of Award:**

The eligible bidders tenders after opening will be called for open auction at designated place and time and auction will be conducted among eligible tender participants only and the highest amount among tender and open auction will be awarded subject to eligibility.

**VI. Lease Rental:**

The successful bidder shall pay a yearly lease rental. The lease rental for the first year would be quoted by the bidder and it will increase 5% year on year for the entire duration of lease period.

The Lease rental shall be quoted in total. It must exclude service tax, all other applicable taxes, duties, levies and fees. It shall be the responsibility of the bidder to pay all taxes, cess and surcharges. It shall be the responsibility of the bidder to pay Property tax during the Lease Period to the Local Authorities on behalf of APTDC.

**VII. Lease Period:**

10 years and renewable for next 10 years as mutually agreed terms & conditions and as per prevailing rules and regulations at the time of renewal.

**VIII. Performance Security:**

The Performance Security is for due and punctual performance of the obligations of the Successful Bidder under the Agreement. The Successful Bidder shall be required to submit Performance Security (the "Performance Security") by way of a revolving, unconditional and irrevocable bank guarantee. The Performance Security in the form of a bank guarantee should be submitted to the Authority by the Successful Bidder at least 30 days before the expiry of the existing bank guarantee, thereby ensuring that the Performance Security is valid during the Lease Period. Performance Security shall be encashed as per the terms of the Agreement. The Successful Bidder is expected to replenish or provide fresh Performance Security within a period of 15 days in the case of such encashment by the Authority.

One bank guarantee equivalent to lease rental quoted by successful bidder in the financial proposal shall be submitted to the APTDC within 7 days from the date of Lol. The validity of Performance Guarantee shall be 2 years. Every 3<sup>rd</sup> year in the service period, a fresh performance guarantee equivalent to minimum assured amount for that year should be issued with a validity of 2 years. In this way, fresh performance guarantees should be issued in 2<sup>nd</sup>, 4<sup>th</sup>, 6<sup>th</sup> and 8th year of service period.

**IX. Scope of Work:**

APTDC proposes to contract reputed operators to manage the property at REVUPOLAVARAM on an “as-is-where-is” basis that is the immovable properties will be handed over which excludes all furniture, ACs, gensets and other movables assets. The movable equipment will be given to the successful bidder duly valuing the worth of the equipment by the technical committee. The properties shall have all modern facilities, conforming to the minimum standards laid down by the APTDC.

**X. Details of the Property:**

**Plinth Area of the restaurant :1435 sft( 950 sft room +485 sft outer verandah).**

**Kitchen:270 sft.**

**Type of Structure: Permanent R.C.C column structure with Gal valium roofing ,roof Ceiling with Hylux Ceiling, Tiled Flooring, Glazed aluminum doors and sliding windows to have good sea view ,adequate water supply source of Bore well with potable water.**

**Parking facility: Adequate Parking facility available for min. of 50 cars and 200 two wheelers.**

**Shacks/Rain water Shelters: 3 nos of Thatched Shacks/Rain water shelters having roughly 800 sft each.**

These terms and conditions will be specified in the Service Agreement between APTDC and the Successful Bidder. The scope of work for the selected bidder/bidders shall include O&M of existing facility. **The Service provider will not have any Right on the Land of the Property and APTDC is at its own Liberty to develop/Add on extra infrastructure in the remaining land and have its own right to let out the added on infrastructure on its own process.**

The service provider will have to market the property and provide all services to the guests as per the standards of a well-maintained and reasonable quality. It will include all services like cleaning and maintenance services, food and beverage services. The responsibility of cleanliness of the entire property will be lies with the bidder and if fail to do so suitable penalty will be laid by the DTC/APTDC.

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The Operator will be entitled to fix the prices of these services and change the rates thereof whenever it deems it.

**XI. O&M Operator's responsibilities**

- Post signing the agreement with APTDC, the Operator shall complete the obligations and make the Project operational as per the moratorium period.
- Modification to the existing rooms as feasible with prior permission from APTDC, without affecting the basic structure of the property.
- Provide furniture (for common areas, restaurants etc.), interior and exterior electrical fittings, movable equipment (for kitchens, rooms, ancillary services etc.)
- Operate as well as maintain a reasonable good quality facility.
- All activities shall be undertaken by the O&M operator at their own expenses after the handing over of the property by APTDC.
- The Operator shall, designate and appoint suitable officers/ representatives as it may deem appropriate to assist APTDC in supervising the Project and be responsible for all necessary exchange of information required pursuant to this Agreement;
- After APTDC hands over the site to the Operator, the Operator will complete the interior, exteriors, fittings and furnishings etc. as may be needed to make the Project operational. In case the operations are achieved before the moratorium, the Minimum Assured Annual amount quoted shall be payable from the date of start of operations itself. If the Operator fails to make the project operational within the moratorium period the Minimum Assured Annual amount quoted shall be payable from the date of expiry of moratorium period.
- In the case the operator is unable to make the property operational even after the lapse of the moratorium period, APTDC may at its discretion extend the period without prejudice to the rights to receive payments and levy liquidated damages. In case, if the project is not completed even then, it will be treated as an event of default.
- The Minimum Assured Annual amount finalized shall be paid on a yearly basis. If the Operator fails to pay the Minimum Assured Annual Revenue amount, after 7 days of end of each Year, this will attract an interest of 24% of the overdue amount for the number of days of delay. If it remains unpaid after 60 days, it will lead to automatic termination of contract and encashment of Performance Security by APTDC.
- In the case the operator is unable to complete the project even after the lapse of the project completion period, APTDC may at its discretion extend the period



without prejudice to the rights to receive payments and levy liquidated damages. In case, if the project is not completed even then, it will be treated as an event of default.

- Operator shall fully indemnify, save harmless and defend APTDC including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (a) failure of the Operator to comply with Applicable Laws and Applicable Permits, (b) payments of taxes relating to the Operator's Contractors, suppliers and representatives income or other taxes required to be paid by the Operator without reimbursement hereunder, or (c) non-payment of amounts due as a result of materials or services furnished to the Operator or any of its Contractors which are payable by the Operator or any of its Contractors. These scenarios will further lead to automatic termination of contract and encashment of Performance Security by APTDC.

## **XII. Licenses & Approvals**

All operation related licenses and approvals will be the responsibility of the successful bidder(s). Obtaining bar and liquor license is also responsibility of the successful bidder as per prevailing rules. The developer is responsible for obtaining all the facility related licenses. APTDC shall assist the Successful Bidder (s) on a best effort basis for the same.

## **XIII. Minimum Service Obligation**

The Operator shall at its own cost and expense:

- a. The Operator has to run the property at the awarded site as a well-maintained and good quality tourist facility as per the property type.
- b. Operator is entitled to set the tariff terms for all facilities and services it provides at the property and also entitled to change such rate whenever it deems fit.
- c. Investigate, study, operate and maintain the Project Assets/Project Facility in accordance with the provisions of this Agreement, Good Industry Practice and Applicable Laws;
- d. Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times during the Service Period;
- e. 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;
- f. Ensure that each Project Agreement contains provisions that would entitle APTDC or a nominee of APTDC to step into such agreement at APTDC's discretion, in place and substitution of the Operator in the event of Termination pursuant to the

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provisions of this Agreement; provide all assistance to the APTDC as they may reasonably require for the performance of their duties and services under this Agreement;

- g. Provide to the APTDC Officials reports on a regular basis during the Operations Period in accordance with the provisions of this Agreement;
- h. Appoint, supervise, monitor and control the activities of Contractors / Staff or any other service provider under their respective Project Agreements as may be necessary;
- i. 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;
- j. 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;
- k. 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;
- l. Be responsible for safety, soundness and durability of the Project Facility including all structures forming part thereof and their compliance with the Specifications and Standards;
- m. Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- n. Operate and maintain the Project at all times during the Operations Period in conformity with this Agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice;
- o. 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.

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- p. Provide access to the auditors and inspectors of APTDC whenever APTDC chooses to conduct such audit or assessment.
  - q. All necessary clearances and permits required from the relevant authorities should be obtained by the Successful Bidder and the 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.

#### **XIV. Insurance**

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; and
- (d) any other insurance that may be necessary to protect the Operator and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

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 APTDC. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to APTDC in writing. If at any time the Operator fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, APTDC may at its option purchase and maintain such insurance and all sums incurred by the APTDC therefor shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the APTDC by exercising right of set off or otherwise.

#### **XV. General Terms & Conditions**

The property shall be used only for the purpose for which it has been leased and not for any other purpose. Any change, arising out of statutory or legal requirements, shall be only after express, written consent of the APTDC. Non-compliance of the above condition would entitle APTDC to terminate the agreement.

The property cannot be alienated/ transferred/ subleased/ sold/ mortgaged, in part or full, to any third party. The bidder can not mortgage the property as it does not hold lease rights.

**Method of Tendering:**

**Method of Tendering and other process is clearly indicated in instructions .**

### XVI. Format for Technical Eligibility (separate table to be provided for each project)

S. No.	Particulars	Details
1.	Name of the Eligible Project	
2.	Cost of the eligible project	INR ____ (Rupees XXX) <sup>1</sup>
3.	Type of Project	Hotel/ MICE/ Resort/ any other, project type and specify
4.	Details of the project	Area of the project : _____ Total built up Sq. ft. : _____ FSI : _____ Number of rooms : _____ Start of commercial operations:<Date> <sup>2</sup> Approved star rating:
5.	Location, State, Country	Location: State: Country:
6.	Proof of operations attached	Y/N If Y, please mention proof type: 1. Hotel/restaurant license 2. Work order/Agreement 3. Experience certificate 4. Balance sheets with CA certificate 5. Photographs of the project 6. Others, please specify

Note: Similar table to be provided for each eligible project

### XVII. Format for Financial Eligibility - Net worth Details

Bidder Name	
Net Worth (as on 31 <sup>st</sup> March, 2017)	

**For Individuals/Proprietors**, the following assets/liabilities classes with the respective details will be considered for net-worth calculation supported by IT Returns:

**Assets:**

<sup>1</sup> The cost of the project shall be certified by CA.

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

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

**Liabilities:**

- Loans:
  - Home Loan
  - Personal Loan
  - Car Loan
  - Business Loan

Net-worth = Assets - Liabilities

**For Companies/Partnership Firms:**

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

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

## XVIII. Bank Guarantee Format

B.G. No. Dated:

In consideration of you, Office of the Managing Director, A.P.T.D.C., 55-17-2 to 4, Fifth Floor, Industrial Estate, Autonagar, Vijayawada - 7, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of \_\_\_\_\_ (a company registered under the Companies Act, 1956) and having its registered office at \_\_\_\_\_ (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for Operation & maintenance of **HARITHA BEACH VIEW RESTAURENT at Revupolavaram, Visakhapatnam District** (hereinafter referred to as "the Project") pursuant to the RFP Document dated \_\_\_\_\_ issued in respect of the Project and other related documents including without limitation the draft Service agreement (hereinafter collectively referred to as "Bidding Documents"), we \_\_\_\_\_ (Name of the Bank) having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clauses of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **INR. \_\_\_\_\_ (Rupees only)** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only)**.
3. This Guarantee shall be irrevocable and remain in full force for a period of 365 (three hundred and sixty five) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as

aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to \_\_\_\_\_ [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder
10. Before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **INR** \_\_\_\_\_ **(Rupees** \_\_\_\_\_ **only)**. The Bank



shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank on or before \_\_\_\_\_  
(indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by      Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

**XIX. Price Bid Format**

Date:

To

The Managing Director,

A.P.T.D.C.,

55-17-2 to 4,

Fifth Floor,

Industrial Estate, Autonagar, Vijayawada - 7

Dear Sir/ Madam

**Ref: Selection of agency for project at REVUPOLAVARAM, Visakhapatnam District in Andhra Pradesh under Simple Lease**

- i. I/ we offer to develop and operate project **at** Operation & Maintenance of HARITHA BEACH VIEW Restaurent at Revupolavaram, Visakhapatnam on the stipulated terms and conditions and other particulars therein. I / we hereby submit our unconditional financial proposal
- ii. I/we hereby offer and agree to pay **INR \_\_\_\_\_ (Rupees \_\_\_\_\_)** as Annual Lease Rental commencing from the date of possession of property against the upset price mentioned.
- iii. It is understood that the above quoted annual Lease Rental is for the first year of possession of property and will be enhanced at 5% on year on year basis for subsequent years.
- iv. It is understood that the amount payable to authority is exclusive of service tax and all other applicable taxes.
- v. This proposal and all other details furnished by us shall constitute a part of our Bid. I / we understand that you are not bound to accept the highest or any bid received or any auction offer.
- vi. I/ we agree that my / our Bid shall remain valid for a period of 180 days from the Bid Due Date prescribed for submission of proposal. I/ we agree to bind by this offer if we are the Successful Bidder.

For and on behalf of:

Signature:

(Authorized Representative and Signatory of the Bidding Company)

Name of the Person:

Designation:

SEAL OF THE BIDDING ENTITY