

**Request for Proposal: Selection of**  
**Restaurant Operators to provide dining facility**  
**to APTDC Tour Package tourists visiting**  
**Tirupati**

**Andhra Pradesh Tourism Development  
Corporation Ltd.**

**TENDER FOR SELECTION OF RESTAURANT OPERATORS TO PROVIDE DINING FACILITY TO APTDC TOUR PACKAGE TOURISTS VISITING TIRUPATI**

For and on behalf of **Andhra Pradesh Tourism Development Corporation**, hereinafter referred as (the “**APTDC**”) sealed Tenders are invited from Restaurant Operators operating in Tirupati.

Interested parties may submit their Bids with all relevant credentials as desired in the Tender Document. All shortlisted Bidders shall be called for further proceedings. Tender Documents will be issued on written requisition against receipt of non-refundable tender fee of Rs 10,000/- (Rupees Ten thousand only) in the form of Demand Draft drawn in favour of “**Andhra Pradesh Tourism Development Corporation Limited**” (Payable at Vijayawada). The detailed tender document comprising of complete details can also be downloaded from the website ...

1.	Date of publication of Tender	25 <sup>th</sup> November 2019
2.	Download start date & time of Tender document	25 <sup>th</sup> November 2019, 11:00 AM
3.	Download end date & time of Tender document	6 <sup>th</sup> December, 2019, 01:00 PM
4.	Prebid meeting	3 <sup>rd</sup> December, 2019, 11:00 AM
5.	Tender submission end date & time	6 <sup>th</sup> December, 2019, 03:00 PM
6.	Venue for submission/opening of Tenders	APTDC Office, 5th Floor, Stalin Corporate, Autonagar, Vijayawada.
7.	Opening of Technical Bids	6 <sup>th</sup> December, 2019, 04:00 PM
8.	Bid Submission	Physical at Authority's office
9.	Tender System	Single Stage, Three covers
10.	Processing Fee	Rs.10,000/-
11.	Earnest Money Deposit (EMD)	Rs.10,000/-
12.	Authority	Managing Director, A.P.T.D.C. , 5th Floor, Stalin Corporate, Autonagar, Vijayawada.
13.	Date for opening of Financial Bids	Shall be communicated in due time

The required tender fee, Earnest Money Deposit (EMD) and other documents will be submitted by the applicants/Bidders through post/courier/Hand delivery to Managing Director, A.P.T.D.C. , 5th Floor, Stalin Corporate, Autonagar, Vijayawada as per Tender notice and the tender document. Tender fee of Rs 10000/- (Rupees Ten Thousand only) and applicable EMD as per the aforementioned table, should be submitted in form of demand draft in favour of “**Andhra Pradesh Tourism Development Corporation Limited**” payable at Vijayawada from any Nationalized Bank or Scheduled Bank. Demand Draft issued after the last date of submission of Bids will not be considered as a valid and cannot be accepted in any case. Any Bid submitted without Tender fee and EMD will not be considered for scrutiny. Any postal delay or loss in transit towards submission of Technical Bid will not bind APTDC for delay in submission. The Bid submitted beyond the date and time fixed shall be summarily rejected. In the event of last date for submission/opening of tender falls on a holiday, the acceptance / opening of the tenders will be on the next working day at the same time and venue. Notwithstanding anything contained in this



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

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tender document, the Authority reserves the right to accept or reject any or all Application/Bid/Proposal and postpone the due date or to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

*Authorised Signatory*



### **Disclaimer**

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The information contained in this Tender or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf APTDC (the “**Authority**”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer by the Authority to the prospective Bidders of any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bids for this Tender. The tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the information that each Bidder may require. This Tender may not be appropriate for all the persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct, its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statement and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on wide range of matters, some of which depends on interpretation of law. The information given is not 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 of the interpretation of opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, 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 Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement information contained wherein or deemed to form part of this Tender or arising in anyway with qualification of Bidders for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this Tender.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Tender.

The issue of this Tender does not imply that the Authority is bound to select and shortlist or



qualify the Bidders for the Bid Process or to appoint the selected Bidder, as the case may be, for the Authority reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

The Bidder shall bear all its cost associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority of any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same of for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.





## 1). BACKGROUND AND OTHER INFORMATION

**Name of Project:** Selection of Restaurant Operators to provide dining facility to APTDC Tour Package tourists visiting Tirupati

**Project Brief:** Andhra Pradesh Tourism Development Corporation is operating different packages and bringing tourists from different states i.e., Tamilnadu, Karnataka, Telangana, Pondicherry and Andhra Pradesh for Tirumala Balaji darshan. The APTDC has to provide Breakfast, Lunch and Dinner to the tourist as a part of package. APTDC searching for good Restaurants/Hotels in Tirupati. In view of this APTDC is calling for this RFP.

On an average we require breakfast for around 300-400 pax, Vegetarian Lunch for around 500-600 pax and Dinner for around 100-150 pax a day. The no. of pax will be communicated one day prior or on everyday morning according to the bookings by our local staff that were delegated duties in this regard. The Restaurant Operators may offer their price with a sealed cover in the closing day of EOI at The Corporate office, Vijayawada.

The entrance of restaurant casts the first impression of your restaurant on the customer. The entry gives preview of the type of space a patron is going to enter. Ample space that is welcoming and should evoke curiosity in the customer to come in and dine.

Human comfort in an indoor space primarily relies on thermal comfort and indoor air quality (achieved by temperature, humidity control good and ventilation), lighting and acoustic comfort. There must be enough space in the restaurant to sit, stand, walk-in and walk out comfortably.

The Restaurant Operators who fulfill the requirements and needs of APTDC will be identified as the successful Restaurant Operators. All the Restaurant Operators has to submit their EOI in three cover system i.e., Technical Bid and Financial Bid in a separate cover.

### *Brief Information*

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8.	Bid Submission	Physical at Authority's office
9.	Tender System	Single Stage, Three covers
10.	Processing Fee	Rs.10,000/-
11.	Earnest Money Deposit (EMD)	Rs.10,000/-
12.	Authority	Managing Director, A.P.T.D.C. , 5th Floor, Stalin Corporate,



		Autonagar, Vijayawada.
13.	Date for opening of Financial Bids	Shall be communicated in due time

## **2). INSTRUCTIONS TO BIDDERS**

- 4.1. Sealed tenders are invited from Restaurant Operators having operations in Tirupati to provide breakfast, lunch and dinner to tourists who avail APTDC Tour Packages to Tirupati from different states i.e., Tamilnadu, Karnataka, Telangana, Pondicherry and Andhra Pradesh for Tirumala Balaji darshan.
- 4.2. Tender can be downloaded from the website [www.tourism.ap.gov.in](http://www.tourism.ap.gov.in) before the Bid Due Date. The bidders are requested to submit the Tender Fee of Rs 10000 in form of the Demand Draft along with the Bids; in case tender fee is already paid for procurement of tender document then copy of receipt of the same is to be attached in the bid. and shall submit all supporting documents as per the requirement of this tender document
- 4.3. Bids should be submitted on or before the Bid Due Date and should be in the prescribed forms/formats as mentioned in this Tender. The Bids should be sent in wax-sealed covers super-scribed as “TECHNICAL BID for “**Selection of Restaurant Operators to provide dining facility to APTDC Tour Package tourists visiting Tirupati.**” This wax sealed cover along with the cover letter with the Tender fee and any other fee as applicable. Sealed Bids can be personally submitted by Hand Delivery/courier/ or sent by registered post at the following address:

**Managing Director, A.P.T.D.C. ,  
5th Floor, Stalin Corporate,  
Autonagar, Vijayawada.  
Andhra Pradesh**

Bids not in the prescribed forms/formats will be summarily rejected.

- 4.4. Bids shall be accepted only during working hours from 10:30 A.M to 04:30 P.M on Business Days up to the Bid Due Date. Bids received after the Bid Due Date shall be rejected and shall be returned unopened.
- 4.5. Bids must be accompanied with the following documents:
- Documentary proof, where applicable, as evidence of satisfaction of the Technical and Financial Requirements;
  - A copy of the Tender Downloaded by the Bidder with each page manually signed by the Bidder or by an authorized signatory (in case of authorized signatory a certified true copy of the resolution authorizing the signatory to sign the Tender shall have to be enclosed);
  - A sum of Rs.10,000 as earnest money deposit (“EMD”) by way of a crossed demand draft drawn on any Nationalized Bank or scheduled bank payable at Vijayawada. The Demand Draft should be drawn in favor of “ANDHRA PRADESH TOURISM DEVELOPMENT CORPORATION LIMITED” payable at Vijayawada. EMD shall not be accepted in any other form and shall be adjustable/refundable as has been set out in this Tender;





- (iv) Non Refundable Tender fee of Rs.10,000, by way of a crossed demand draft drawn on any Nationalized Bank or Scheduled Bank payable at Vijayawada. The Demand Draft should be drawn in favor of “ANDHRA PRADESH TOURISM DEVELOPMENT CORPORATION LIMITED” payable at Vijayawada. Tender fee shall not be accepted in any other form;
- (v) Copies of all tax registrations; and
- (vi) In case of individuals, a certified true copy (attested by a notary) of identity proof. Acceptable identity proofs are Indian passports, Voter IDs and/or Ration Cards.
- (vii) FSSAI Certificate (for past 4 years), Trade License (for past 4 years) and ITR for past 4 years)

Bids that do not contain the above documents, where relevant, shall be summarily rejected. In such a case, APTDC shall reserve its right to forfeit the EMD, if any.

- 4.6 Bidders are advised to fill all information clearly and legibly in typed format. In case of any discrepancy in the amount in figures and the amount in words, the amount stated in words shall be considered. Please ensure that there is no strikethrough, overwriting, alteration or erasures.
- 4.7 Bidders must ensure that they fulfill the Technical Requirements (Technical & Financial capabilities) prior to submitting their Bids.
- 4.8 The technical Bids will be opened at the office of APTDC at APTDC Office, 5th Floor, Stalin Corporate, Autonagar, Vijayawada on the last day of submission bid at 16:00 Hrs.
- 4.9 In the event of bidder who has submitted the bid wants to withdraw the bid after the last date of submission of bid, the EMD of such bidder shall be forfeited.
- 4.10 The EMDs of all unsuccessful Bidders (other than such Bidders who's Bids have been rejected on grounds as set out in clauses) will be refunded, without any interest, after the Letter of Award has been accepted by the Successful Bidder.
- 4.11 The EMD will not carry any rate of interest.
- 4.12 As per evaluation process mentioned in tender document, the Qualified Bidder for particular Location will be called for the presentation.
- 4.13 Subsequent to technical evaluation of Bids, the bidders that qualify the technical score shall be ranked in descending order of their scores H1, H2 and so on. With H1 being the technical score of the highest rank bidder, H2 of the second highest ranked bidder and so on. The bidders who qualify the technical evaluation round shall be eligible for financial bid opening. The bidders shall be ranked as L1, L2 and so on based on the agreement price quote as per the formula mentioned.





- 4.14 All the parties that qualify the technical criteria shall be called to APTDC office on a pre-decided date for negotiation of the price. Post negotiations all the parties that are empaneled have to agree to a single price which will be applicable to all the empaneled agency. The number of parties that will be empaneled shall be informed at a later date but before the meeting. The details of the negotiation round shall be explained to the bidder through a separate letter. The decision of the authority with regards to negotiation process shall be final and binding.
- 4.15 The empaneled bidders shall sign the License Agreement with the Authority within 30 days of acceptance of Letter of Award. The Preferred Bidder shall be liable to fulfil the following obligations as a precondition of signing of License Agreement:
- (i) Submission of requisite Operation Performance Security as mentioned in this Tender document.
- 4.16 Failing to fulfill the aforementioned preconditions for signing of License Agreement, the Letter of Award shall stand withdrawn without any liability on the Authority and the EMD of such Bidder shall be forfeited. In any case, the Authority shall have the right, exercisable at its sole discretion, to issue a fresh Letter of Award in favor of the second highest Bidder or to invite fresh Bids.
- 4.17 The Preferred Bidder shall be required to execute (start operations) for the License Agreement for the providing the services, in relation to which the Bid submitted by the Successful Bidder has been accepted, within 10 days from date of the Letter of Award or as per the implementation schedule to be approved by the Authority, failing which the License Agreement shall be terminated without any liability on the Authority and Operation Performance Security submitted by the Successful Bidder shall be forfeited. In any case, the Authority shall have the right, exercisable at its sole discretion to invite fresh Bids.
- 4.18 EMD of Preferred Bidders shall be refunded along with the first payment made to the bidder.
- 4.19 The Authority reserves the right to accept or reject any Bid at its sole discretion and without assigning any reason.
- 4.20 Bidders should note that:
- (i) If they withdraw their Bid after their technical Bid has been accepted, or
- (ii) in case Successful Bidder for particular location fail to execute the License Agreement within 10 days from the date of receipt of the Letter of Award or as per the implementation schedule to be approved by the Authority,
- (iii) If they conceal any material information or make incorrect and misleading statements or misrepresent facts in their Bid, or
- (iv) Try to influence the Authority or any of its officials in relation to the evaluation of Bids
- The authority shall have the right to forfeit their EMD and blacklist them from participating in any future tenders issued by the Authority.
- 4.21 All columns in the tender schedule shall be typed. No alteration in the description of the



- schedule shall be permitted. All corrections should be authenticated under the full manual signature of the Bidder.
- 4.22 Bids shall remain valid for a period of 365 days from the date of opening of the Technical Bid.
- 4.23 In exceptional circumstances and at its sole discretion, APTDC may require an extension of the Bid validity period. The request and the responses thereto shall be made in writing (or by E-mail or fax). The EMD provided shall also be suitably extended. In case, Bidder does not fulfill such request for extension within reasonable timeframe, Authority shall forfeit the EMD. A Bidder granting the request shall not, however, be permitted to modify his Bid.
- 4.24 Bids must be received by APTDC at the address specified not later than the Bid Due Date. In the event of the Bid Due Date being declared a holiday, Bids will be received on the next Business Day during the working hours.
- 4.25 APTDC may, at its sole discretion, extend the Bid Due Date and amend the Tender by amending the Tender documents. In such a case, all rights and obligations of APTDC and Bidders previously subject to the Bid Due Date will thereafter be subject to the Bid Due Date as extended.
- 4.26 During evaluation of Bids, APTDC may, at its discretion, ask a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing. The Bidder shall have to reply to the clarification within 7 Business Days from the date of receipt of the request failing which the Bid of such a Bidder shall be rejected and APTDC shall have the right to forfeit the EMD of such Bidder.
- 4.27 APTDC will scrutinize all Bids to determine whether or not (a) the Bids are complete, (b) computational errors have been made, (c) the required EMD has been furnished, (d) the documents have been properly signed, and (e) the Bids are generally in order. Bids from representatives, without Tender Fee and proper authorization from Bidders shall be treated as non-responsive.
- 4.28 No Bidder shall contact APTDC or any of its officials on any matter relating to any Bid from the Bid Due Date till the issue of the Letter of Award.
- 4.29 Any effort by a Bidder to influence APTDC or any of its officials in relation to APTDC's Bid evaluation, Bid comparison or contract award decisions shall result in rejection of such Bidder's Bid and forfeiture of the EMD and such other action as APTDC may at its discretion determine.
- 4.30 The execution of the License Agreement shall constitute the formation of a valid contract.
- 4.31 The papers of the technical Bids should be numbered serially in typed.



- 4.32 Any postal delay or loss in transit will not bind APTDC.
- 4.33 Evaluation of Bids would be in accordance with the provisions of law.
- 4.34 In case of dispute between the Authority and any Bidder the decision of Authorized Signatory of the Authority will be final subject to concerned Bidder being given a hearing before taking any decision.
- 4.35 It shall be deemed that by submitting a Bid that the Bidder has:
- (i) Made a complete and careful examination of the Tender Document;
  - (ii) Received all relevant information requested from the Authority;
  - (iii) Accepted the risk of inadequacy, error or mistake on the information provided in the Tender Document or furnished by or on behalf of the Authority relating to any matters referred in clause in 4.34 above;
  - (iv) Satisfied itself about all matters, things and information including matters referred to in Clause 4.34 here in above necessary and required for submitting an informed Bid, execution of Agreement in accordance with the Bid Document and performance of all of its obligations there under;
  - (v) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness or information provided in the Tender Document or ignorance of any of the matters referred to in clause 4.36 hereinabove shall not be the reason for any claim for compensation, damages, extension of time for performance of its obligation, loss of profits etc. from the authority, or a ground for termination of the License Agreement by the Selected bidder
  - (vi) Acknowledged and represented that it does not have a Conflict of Interest, and
  - (vii) Agreed to be bound by the undertakings provided by it under and in terms hereof
- 4.36 At any time prior to the Bid Due Date the Authority may, for any reason, whether at its own initiative or in responses to clarifications request by any Bidder, modify the Tender by the issuance of Addenda. Any Addendum thus issued will be sent in writing to all those who have purchased the Tender. In order to facilitate the Bidder reasonable time for taking an Addendum into account, or for any reason, the Authority may, in its own discretion, may extend the Bid Due date.
- 4.37 Contents of tender document:  
The Tender comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addenda issued in accordance with Clause 3.38:

**Invitation to Bid:**

- Section 1: Letter of Invitation
- Section 2: Background and other
- Information Section 3: Definitions
- Section 4: Instructions to Bidders
- Section 5: Evaluation Parameters for shortlisting of
- Bidders Section 6: Evaluation Process
- Section 7: General Terms and Conditions



**Annexures:**

Annexure I: Format of Letter of Application

Annexure II: Proposal format for food arrangements to package tours

Annexure III: Format for Technical Bid Requirement

## **5) Evaluation Parameters for Shortlisting of Bidders**

APTDC on an average will require breakfast for around 300-400 pax, lunch for 500-600 pax and dinner for 100-150 pax. Since this capacity cannot be met by a single restaurant, APTDC plans to onboard multiple restaurants till it reaches a capacity of 1000 pax. Bidders will be ranked basis the evaluation criteria as L1, L2, L3 and so on. On any given day, priority order will decrease from L1, L2, L3 and so on till the demand for the day is met.

### *5.1 Pre-qualification Criteria:*

#	Criteria	Proofs
1	The restaurant should be accessible to public and should be located on the main roads of Tirupati.	Google coordinates of the restaurant & photographs
	Restaurant should be located within a radius of 6 km from the Tirupati RTC bus stand.	
2	Restaurant should have a minimum capacity of 100 pax (this must be justified in terms of the floor area of restaurant assuming that 10 square feet caters to 1 person)	Restaurant area & parking area certified by a chartered engineer; engineering plan of restaurant
	Adequate parking space (own space) which can accommodate at least 5 Volvo buses should be provided and no parking fare shall be collected from APTDC.	
	The restaurant should offer only vegetarian food and no non-vegetarian food to be served in the premises.	Self-Declaration
	The restaurant should have a minimum experience of 4 years in the business	ITR proof, restaurant license, FSSAI certification

### *5.2 Evaluation Criteria:*

The Bidder's competency and capability is proposed to be evaluated on the basis the following two stage process:

#### *Stage 1: Technical Evaluation*

Following Table showcases the Technical Evaluation Process in Detail. The bidders should arrange an inspection session at their restaurant for at least 2 & at most 4 tourism officials at their own cost and the tourism officials will score the technical evaluation.



#	Particulars	Maximum marks
<b>Stage 1: Technical Evaluation</b>		
<b>1</b>	<b>Food</b>	<b>25</b>
1.1	Quality and hygienic conditions of food	15
1.2	Variety of food items	10
<b>2</b>	<b>Restaurant</b>	<b>75</b>
2.1	Quality and hygienic conditions of restaurant	20
2.2	Ease of accessibility of restaurant	15
2.3	Experience of restaurant	20
2.4	Seating capacity of the restaurant	20
	<b>Total Marks</b>	<b>100</b>
<b>Stage 2: Financial Bid opening (shall be opened for bidders who score a minimum of 70 marks in stage 1)</b>		
1.	Price per plate of breakfast, lunch and dinner	

*Notes:*

- Please provide documentary proof to fulfill the above-mentioned criteria's
- Bids without any documentary proof shall not be considered
- Minimum Qualification criteria for Stage 1
  - ❖ Bidders Scoring 70 Marks or above at Stage 1 will only be considered for Financial Bid Opening
  - ❖ The Bidders who do not qualify in Stage 1 will be out of the process and their EMD shall be returned as per the terms of this tender document.
- The financial proposal of the Bidders who qualify the Stage 1 shall be opened and the bidders will be ranked in ascending order of their quotes and termed as L1, L2, L3 and so on.

## 6). Evaluation Process

### 6.1 Opening of Bids:

- The Authority shall open the Technical Bids on the last day of submission of Bids at 16:00 hrs, at the place in the specified section of this tender document and in the presence of the Bidders who chose to attend.
- The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the tender. Subject to the terms of this Tender, the Bids received shall be evaluated sequentially in the following three steps:
  - Stage0: Test of Responsiveness
  - Stage1: Evaluation of Technical Bids
  - Stage 2: Financial Bid
  - Stage 3: Negotiations
- It is hereby clarified that Technical Bids of only those Bidder(s) who qualify in Stage 0 shall be considered for evaluation in Stage 1.
- Onevaluation of Technical Bids, respective marks shall be given to the Bidders. Only those Bidders (the "Qualified Bidders") scoring 70 and above marks in Stage1 in the Technical Bid Evaluation (i.e. 70





& above marks out of Maximum Marks of 100), shall be considered for Stage 2.

- Subsequent to the first stage, the financial proposal of the Bidder who qualify the Technical evaluation will be opened. The bidders will be ranked in ascending order of their quotes and termed as L1, L2, L3 and so on. L1 being the lowest, L2 being the second lowest and so on.
- The Bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the project is subsequently awarded to it on the basis of such information. Or any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein. The Authority may, in its sole discretion, exclude the relevant project from evaluation of the respective Bidder's Technical Eligibility /Capability.

### *6.2 Stage 0: 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:

- It is received as per the formats prescribed in this tender
- It is received by the Bid due date including any extensions thereof, It is signed, sealed, bound together and marked as stipulated.
- It contains the tender fee of Rs 10,000 for each location as specified in the Tender Document towards the cost of the tender document. In case, tender is procured by the Bidder, an attested copy of the receipt of payment of Rs 10,000.
- It contains the EMD of Rs 10,000 for each location as specified in the Tender Document
- It contains the necessary documentary proof for establishing the Technical and Financial Capabilities of the Bidders
- It does not contain any condition or qualifications, and it is non-responsive in terms hereof

### *6.3 Evaluation of Technical Bids*

In Stage 1 of Bid Evaluation, only those technical Bids which are found to be responsive to the requirements of the tender as specified would be considered for assessing their qualification for Technical Criteria. The marking for Technical Evaluation shall be carried out as stated in the table below:



#	Particulars	Maximum marks	Remarks	Proof/Documents to be submitted
<b>Stage 1(Technical Proposal)</b>				
<b>1</b>	<b>Food</b>	<b>25</b>		
1.1	Quality and hygienic conditions of food	15	Subjective Grading - to be checked during inspection	Evaluation to be done by APTDC officials
1.2	Variety	10	Subjective Grading - to be checked during inspection	Evaluation to be done by APTDC officials
<b>2</b>	<b>Restaurant</b>	<b>75</b>		
2.1	Quality and hygienic conditions of restaurant	15	Subjective Grading - to be checked during inspection	Evaluation to be done by APTDC officials
2.2	Ease of accessibility of restaurant	20	20 – 2 x D where D is the shortest distance for bus from Tirupati RTC bus stand to the restaurant as per Google Map	Google Map coordinates of the restaurant – this will be cross verified by the APTDC officials
2.3	Experience of restaurant	20	For every 1 year extra over the pre-qualification criteria of 1 year, 5 marks will be added, subject to a maximum of 20 marks	ITR records & Restaurant License
2.4	Seating capacity of the restaurant	20	(Seating capacity of the restaurant/ Maximum seating capacity quoted among the bidders eligible for Technical Evaluation) x 20	Restaurant area certified by a chartered engineer; engineering plan of restaurant
<b>Total Marks</b>		<b>100</b>		
<b>Stage 2: Financial Bid opening (Shall be opened for bidders who score a minimum of 70 marks in stage 1) – to be submitted in a sealed envelope</b>				
Aggregate Price per day = (350 x Price per plate of breakfast) + (550 x Price per plate of lunch) + (125 x Price per plate of dinner)				
<b>Note: THE NUMBERS ARRIVED USING THE ABOVE FORMULA SHALL BE USED ONLY FOR THE PURPOSE OF DETERMINING THE LOWEST QUOTE AND SHOULD NOT BE CONSIDERED AS MINIMUM GUARANTEE PER DAY</b>				

In Stage 2, of Bid Evaluation, only those Bidders qualifying in Stage 1 (scoring 70 or more marks out of 100 marks) shall be considered for financial bid opening. The format for financial bid is in APPENDIX – II. It shall be submitted in a sealed envelope.

Total Marks for technical proposal are 100. Those applicants who score 70 or more marks in Stage 1, shall be considered for financial bid opening. The bidders that qualify the technical score shall be ranked in descending order of their scores H1, H2 and so on. With H1 being the technical score of the highest rank bidder, H2 of the second highest ranked bidder and so on.

The bidders will be ranked in ascending order of their quotes and termed as L1, L2, L3 and





so on. L1 being the lowest, L2 being the second lowest and so on.

**Negotiations:** All the parties that qualify the technical criteria shall be called to APTDC office on a pre-decided date for negotiation of the price. Post negotiations all the parties that are empaneled have to agree to a single price which will be applicable to all the empaneled agency. The number of parties that will be empaneled shall be informed at a later date but before the meeting. The details of the negotiation round shall be explained to the bidder through a separate letter. The decision of the authority with regards to negotiation process shall be final and binding.

## **GENERAL TERMS AND CONDITIONS**

1. The License Agreement is for a period of One (1) years and can be extended as per mutually agreed terms and conditions.
2. The selected operator/agency will have to submit an irrevocable Operation Performance Security of Rs.5,00,000/- (Rupees Five Lakhs only) in form of Bank Guarantee in favour of APTDC Office, 5th Floor, Stalin Corporate, Autonagar, Vijayawada from any Nationalized Bank or Scheduled Bank. Having validity of 1 year. This Operation Performance Security will be interest free, and will have to be submitted at the time of signing a License Agreement. In case of non-fulfillment of operational obligations during operation period of 1 year, the Operation Performance Security will be forfeited as per the terms of License Agreement.
3. After fulfilling all the requirements, the selected Restaurant Operators will be eligible to sign a License Agreement.
4. The Authority will not be vicariously liable for any act of the selected Restaurant Operators and the selected Restaurant Operators shall alone be liable for violation of any law and the selected Restaurant Operators agrees to indemnify the Authority from all claims.
5. The Selected Restaurant Operators should arrange food, electricity, water and maintenance and other facility in respect of providing the services at their own cost.
6. The Authority shall reserve the right to renew the License Agreement after expiry of 1 years.
7. On event of breach of any Terms and condition of this agreement the authority shall issue a notice to the selected bidder/operator asking for remedial measures and the bidder/operator shall be required to comply the notice within 7 days' time failure to which this agreement stands terminated and the selected operator/agency shall forthwith vacate the place.
8. 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, on 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.
9. 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.

10. Adequate Toilet space shall be maintained clean for both genders and for differently enabled people separately.
11. The rates / prices mentioned in the bid will be fixed and can not be enhanced at any time till the end of the agreement.
12. All items mentioned in the menu should be supplied by the Restaurant Operators. If the Restaurant Operators wishes to add some other items to the Menu we may permit the same.
13. The quality of the food has to be maintained without any complaints from the tourists.
14. If the Restaurant Operators fails to fulfill the commitment APTDC may discontinue without any prior notice.
15. The tourist who felt sick because of the un-hygienic food served by the Restaurant Operators, the Restaurant Operators has to meet the medical expenses of that tourist and further consequences there on.
16. For any Consumer court complaints and proceedings regarding quality of Food the Restaurant Operators shall be kept liable.
17. APTDC will provide Feedback forms in the buses for obtaining feedback from the tourists on the Quality and standards of the food being served by the Restaurant Operators.
18. The Restaurant Operators should supply immediately to the tourist without any delay.
19. The Restaurant Operators has to raise the bill on monthly basis and the payment shall be made by the concerned Divisional manager within 7 working days from the date of receipt of the bills.
20. APTDC will communicate well before for no show days for avoiding the Food preparation.
21. Any complaints from the tourists are to be addressed by both or any one of the party.
22. Any information called for by APTDC must be furnished by the Restaurant Operators within 7 days from the date of receipt of such communication.
23. The Restaurant Operators should not collect any Amount / Charges from the tourists for the food (Breakfast/Lunch/Dinner).

#### **OTHER CONDITIONS**

1. Display of license/Notices/Certificates etc.
2. Knowledge of food handling practices.
3. Food safety messages
4. Water for drinking
5. Water for cooking as an ingredient
6. Water for processing of food
7. Water for washing of equipment's, utensils, containers, etc.

#### 8. Water for hand washing

##### **Precautions:-**

1. Access to sufficient quantity of safe water (taps etc.) at close distance.
2. Water for drinking and for preparation of beverages should be potable. (It should be equivalent to standards of drinking water).
3. Food should be properly protected after cooking, from all possible sources of contamination.
4. The preparation/processing/cooking methods should ensure the foods are not re - contaminated.
5. Clean hands, clean and unsoiled equipment, clean work surfaces and any other place with which the food is coming in contact, should be used.
6. Salads should be kept.
7. Re- use of cooking oil should be avoided.
8. Fermented foods (Idli, Dosa etc.) are being made then timing should be carefully maintained to prevent growth of pathogens and toxin formation.
9. Fruits and vegetables should be peeled, squeezed and/or cut, as appropriate, with clean equipment/ utensils made of non-absorbent food grade materials.
10. Hot food should be served to be kept in Hotpacks.

##### **HYGIENE:**

Before going to work, the worker should make sure that he brushes his teeth, takes a bath, trims his nails, hairs, and beard. The employee must ensure that the employee involved in preparation of food is hygienic and see to that he wears clean clothes. In case an employee is injured, it is mandatory for him to bandage all his wounds so that there are no germs that would spread from his wound.

Some of the don't(s) that a worker should keep in mind are:

- Employee(s) should not handle food when he/she is ill.
- Employee(s) should not scratch his skin or prick nose and pimples.
- Employee(s) should not have long nails and no nail enamels applied on them.
- Employee(s) should not wear dirty clothes and should not wear accessories while handling food.

In addition to this, a worker before he enters into a kitchen should wear an apron, gloves and head cover. Finally, the worker should wash the hands before beginning to work and should wear clean and covered clothes.

The hygiene and health of all food handlers (persons who prepare/sell) are essential to keep food safe. Physical hazards like having bandages on or careless attitude should also be avoided.

- 1) Motivate, educate, encourage and most importantly supervise employees, to stop handling food when they get infected viz. Jaundice, diarrhea, vomiting, fever, sore throat, eye, nose or ear discharge, skin problems (boils, cuts, itching etc.).
- 2) Food handlers should wear clean and proper clothing. They should cover hair and wear hand gloves while handling food.
- 3) Hand washing facilities should be available at the outlet along with continuous supply of water, soap and tissue roll/paper towel/hand dryer or hand sanitizer.
- 4) Food handlers should avoid following practices while handling food :
  - Chewing or Chewing betel nut or gums
  - Touching mouth, tongue, nose, eyes or other body parts
  - Spitting, sneezing, coughing etc.
- 5) Handlers should ensure:
  - Careful food handling
  - Protect food from environmental exposure.
  - Maintenance of all food related equipment's, utensils and units should be such that they can be cleaned and sanitized totally
  - 1) All equipment/utensils should be made of non-absorbent food grade material.
  - 2) Single-use/disposable items such as straws, disposable cups and plates shall not be reused.
  - 3) Re-usable serving utensils/items should be in good condition and should be washed, cleaned and disinfected after each use.
  - 4) Crockery, cutlery and all equipment and utensils should be kept clean, hygienic, dry and away from toxic and hazardous elements.
  - 5) All food and beverages should be kept properly covered at all times.
  - 6) Disposable gloves shall be used only once.
  - 7) Food should not be kept in contact with any printed paper or newspaper etc.

Food should be served with the appropriate food equipment and touching food with bare hands should be avoided. If food is maintained at room temperature, it should be consumed within 4 hours. Hot food that is to be served.

#### **FORCE MAJEURE EVENTS (FM Events)**

"Force Majeure" means an event occurrence in India of any or all of Non-Political Event, Direct and Indirect Political Event which prevents the Party claiming Force Majeure (the "**Affected Party**") from performing its obligations under this Concession and which act or event (i) is beyond the reasonable control of and not arising out of the fault or negligence of the Affected Party or the failure of such Party to perform its obligations hereunder, (ii) the Affected Party has been unable to



prevent such event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Materially Adverse Effect on the Services.

Where the FM event occurs having material adverse effect on either of the Parties, neither Party shall be liable to the other Party for any loss or liability arising out of or in connection with the performance of the above services for loss of revenues, business, anticipatory savings or profits or any indirect or consequential loss nor shall, such Party, be liable for breach of the terms and conditions of the Agreement.

### **DEFAULTS & CONSEQUENCES**

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

### **TENURE OF AGREEMENT**

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

### **ARBITRATION**

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

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

### **JURISDICTION OF COURTS**

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



## Annexure - I

### Annexure I: LETTER OF APPLICATION

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#### *LETTER OF APPLICATION*

*(On the Letterhead of the Applicant or Lead member in case of Consortium)*

Place:

Date:

To

Office of the Managing Director, A.P.T.D.C.,  
55-17-2 to 4, Fifth Floor, Stalin Corporate,  
Industrial Estate, Autonagar, Vijayawada – 7.

Dear Sir,

*Sub: Selection of operator for food arrangements at ....., Andhra Pradesh*

We are pleased to submit our Application in response to the Invitation document for “Selection of Operator/Agency for food arrangements”(the“**Project**”)through Private Sector Participation, issued by APTDC.

.....  
.... (Authorised Signatory of  
Bidder)





**APPENDIX – II**

**FORMAT FOR FINANCIAL BID**

To,  
The Managing Director,  
APTDC,  
5<sup>th</sup> Floor,  
Stalin Corporate,  
Auto nagar,  
Vijayawada-520007.

Sir,

Ref: EOI for serving of food for tourists-Reg.

1. We offer to serve the food to the tourists as a part of your package according to your enclosed menu on the stipulated terms and conditions and other particulars there in. We hereby submit our un-conditional financial proposal.
2. While quoting the price bid we have factored in the cost incurred for providing the list of Items mentioned in Appendix-III
3. We hereby offer and agree to serve the food with all taxes.
  - a. Breakfast : Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)
  - b. Lunch : Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)
  - c. Dinner : Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_)
  - d. It is understood that the amount offered to APTDC is inclusive of GST and all other applicable taxes.
  - e. We agree that, my / our bid shall remain valid for a period of 1 year from the date of agreement with APTDC. We agree to bind by this offer if we are successful bidder.

For and on behalf of:

Signature

(Authorized representative and signature of the Restaurant Operators/Restaurant)

Name of the person:

Designation:

Seal of the Restaurant/Hotel





### **Appendix-III**

#### **MENU:**

##### **BREAKFAST**

Idly  
Vada  
Dosa / Set Dosa  
Poori/Mysore Bonda  
Pongal/ Upma/ Tomato bath  
Bread with Jam/Butter  
Tea/Coffee

Breakfast should be served with sufficient quantity and 3 items from any of the above (idly to be made mandatory) and Should be served with Sambar and 2 Chutnies along with Tea/Coffee.

##### **LUNCH/DINNER**

Sweet  
Flavored Rice  
Poori/Roti  
Rice  
Dal/Mixed Dal  
Two Veg curries (1 Dry and 1 Wet)  
Sambar  
Rasam  
Chutney  
Curd  
Pickles  
Papad  
Banana

All the items shall be served Hot to the tourists in adequate quantities.