



**INFRASTRUCTURE CORPORATION OF ANDHRA PRADESH LIMITED (INCAP)**

**NOTICE OF**

**REQUEST FOR QUOTATION (RFQ)**

**FROM**

**Event and Exhibition Managing Agencies for Designing (including drawings),  
Transportation of Materials to the site, Installation, Maintenance, Dismantling and  
Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th  
edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet  
Airport, Sardar Patel Road, Hyderabad**

**(January 2016)**

**(PROPOSAL DUE DATE: 12-02-2016)**

**(This document is meant for exclusive purposes of submitting the Proposal/Quotation  
against this RFQ document and shall not be transferred, reproduced or otherwise used for  
purposes other than that for which it is specifically issued)**

**Vice Chairman and Managing Director,**

**Infrastructure Corporation of Andhra Pradesh Limited (INCAP)**

**# 10-2-1, III Floor, FDC Complex, AC Guards,**

**Hyderabad – 500 028, India**

**Tel: +91-40-2332 1771/72 Fax: +91-40-2332 773**

**Email: [incap@incap.co.in](mailto:incap@incap.co.in), [md@incap.co.in](mailto:md@incap.co.in).**

**Web: [www.incap.co.in](http://www.incap.co.in)**



**Infrastructure Corporation of Andhra Pradesh Ltd.**

(Under the control of Infrastructure & Investment Dept.,  
GoAP)

# 10-2-1, III Floor, FDC Complex, AC Guards, Hyderabad –  
500 028, India



**NOTICE**

**Request for Quotation from Event and Exhibition Managing Agencies for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad**

**Notice No. INCAP/ P/India aviation event-2016/149/2015/1, Dt: 28/01/2016**

Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP) invites quotations from Event and Exhibition Managing Agencies for the work as mentioned above. Interested applicants may download the Request for Quotation (RFQ) document from the following website: [www.incap.co.in](http://www.incap.co.in).

The last date for submission of the proposal / quotation is on or before 15:00 hours on 12<sup>th</sup> February, 2016.

All other details including any date extensions, clarifications, amendments, corrigenda etc., will be uploaded only to the website of INCAP and will not be published in newspapers. Hence, Applicants may regularly visit the website of INCAP to keep themselves updated.

Sd/-

Vice Chairman and Managing Director

For any clarifications please send e-mail to : [incap@incap.co.in](mailto:incap@incap.co.in) or contact Mr. Arun Krishnan on +91 96000 41927

**REQUEST FOR QUOTATION DOCUMENT**

Proposals in the prescribed format are invited from suitable Applicant(s) for Event and Exhibition Managing Agencies for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad.

|    |   |  |
|----|---|--|
| 1. | Name of Authority   | Infrastructure Corporation of Andhra Pradesh Limited   |
| 2. | Name of the Assignment  | Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad |
| 3. | Last date & time for submission of Proposal (Proposal Due Date) | 15.00 Hours IST on 12-02-2016  |
| 4. | Date & time for opening Technical and Financial Proposals       | 16.00 Hours IST on 12-02-2016<br>In the Board Room of Infrastructure Corporation of Andhra Pradesh,<br>#10-2-1, 3rd FLOOR, FDC COMPLEX,<br>AC GUARDS, HYDERABAD – 500028,<br>India.  |
| 5. | Method of Selection   | The award of the assignment shall be done through Quality and Cost-based Selection (QCBS) on the following basis:<br><br>1) The Applicants should meet the minimum technical eligibility criteria<br><br>2) Design proposals of Applicants who meet the minimum eligibility criteria   |

## Request for Quotation

---

|    |  |   |
|----|--|---|
|    |  | <p>shall be evaluated</p> <p>3) The scores for Technical and Financial bids will be evaluated to select the winning bidders as described in the selection criteria.</p>   |
| 6. | Validity of the Proposal                 | The RFQ Proposal shall indicate that it shall remain valid for a period of minimum 2 (two) months from the last date of submission of the RFQ with a provision for extension without change in terms and conditions.  |
| 7. | Proposal Processing Fee (Non-refundable) | <p>Rs.5,000/- (Rupees ten thousand only)</p> <p>In the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favor of the Vice Chairman and Managing Director, INCAP Ltd., payable at Hyderabad. The Proposal Processing Fee shall have its validity up to 30 (thirty) days from the Proposal Due Date.</p> |

**Acknowledgement:**

This document shall be returned duly signing each page by the authorized person accepting the terms and conditions.

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the Qualification process for **Event and Exhibition Managing Agencies for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event** and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Proposal submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing authority.

**Signature of the issuing Authority**

Vice Chairman & Managing Director

Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP)

10-2-1, 3rd Floor, FDC Complex,

AC Guards, Hyderabad – 500028, India.

Tel: +91-40-2332 1771/72 Fax: +91-40-2332 1773

Email: [incap@incap.co.in](mailto:incap@incap.co.in), [md@incap.co.in](mailto:md@incap.co.in).

Web: [www.incap.co.in](http://www.incap.co.in)



## Request for Quotation

---

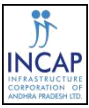
### **Disclaimer**

The information contained in this Request for Quotation document (“**RFQ**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFQ. This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ, 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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.

The Authority, its employees and advisers 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 RFQ or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way in this Selection Process.



## Request for Quotation

---

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFQ. 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 RFQ.

The issue of this RFQ does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Assignment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

## 1. INTRODUCTION

### GOVERNMENT OF ANDHRA PRADESH

#### Infrastructure Corporation of Andhra Pradesh Ltd.

Request for Quotation from Event and Exhibition Managing Agencies for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad

\*\*\*\*\*

#### 1.1 **BACKGROUND:**

- 1.1.1 The 5th edition of India Aviation event is scheduled from 16-20 March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad. This event is organized by Ministry of Civil Aviation (MoCA) along with Federation of Indian Chambers of Commerce & Industry (FICCI), New Delhi. The theme of the event is India Aviation 2016 has been decided as “India Civil Aviation Sector: Potential as Global Manufacturing & MRO Hub”.
- 1.1.2 Andhra Pradesh State is participating in the above event as Partner State as this event provides a unique opportunity for the Government to interact with prospective Bidders, Investors and Policy makers at one platform. Through this event Government of Andhra Pradesh (GoAP) will also be able to showcase the unique advantages of the State, its friendly business environment, its ambitious plans for the Aviation sector, all of which will help to promote A.P. as a preferred investment destination.
- 1.1.3 Infrastructure Corporation of Andhra Pradesh Ltd (INCAP) shall be the nodal agency for GoAP for participation in the event. As per the engagement between INCAP and M/s FICCI, the following shall be provided by M/s FICCI at the event Venue:
- i) One hospitality Chalet (Chalet No.4)
  - ii) Stalls (Stall No.9 & 10 in Hall ‘B’)



## Request for Quotation

---

1.1.4 As Andhra Pradesh is a Partner State of the event, INCAP requests Event and Exhibition Managing Agencies to submit a design proposal and quotation for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to the State of Andhra Pradesh at the event venue as per the Minimum Specifications & Conditions mentioned below. The vendor should provide support throughout the duration of the event.

### 1.2 Release of RFQ Document

1.2.1 The RFQ document will be made available in the website of INCAP from the date of publication of RFQ notification in newspapers.

1.2.2 The Applicant needs to furnish, as part of its Proposal, a fee of Rs. 5,000/- (Rupees five thousand only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Hyderabad towards non-refundable proposal processing fee (the “**Proposal Processing Fee**”). The Proposal Processing Fee shall have its validity up to 30 (thirty) days from the Proposal Due Date (the “**Proposal Due Date**”).

### 1.3 Validity of the Proposal

1.3.1 The RFQ Proposal shall indicate that it shall remain valid for a period of minimum 2 (two) months from the last date of submission of the RFQ with a provision for extension without change in terms and conditions.

\*\*\*\*

## 2. TERMS AND CONDITIONS

2.1 Proposal/Quotations are sought from Event and Exhibition Managing Agencies for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to the State of Andhra Pradesh at the event venue as per the Minimum Specifications & Conditions mentioned below. The vendor should provide support 24 hours during the duration of the event.

2.2 The Indicative specifications for exhibition stalls and chalet are mentioned below. However, the vendor can suggest items and specifications for better presentation of stalls and chalet.

### 2.2.1 **Exhibition Stall (11m X 16m)**

The main focus & theme of the stall is “Airports Development in A.P”, “Invest in Andhra” & “Civil Aviation Policy”. The stall should be impressive looking and effectively showcase important investment opportunities in the state prepared in consultation with INCAP, Energy, Investments and Infrastructure Dept.

The Stalls should be broadly provided (but not limited to) with carpet cover for base of the stall, enough glass discussion tables with chairs, reception table with chairs, enough number of large display LED monitors which includes with all accessories, enough number of LED boxes in consultation with INCAP, enough number of lit posters/standees decoration, minimum two counters for display of publicity materials such as booklets/ brochures / etc., Two meeting rooms with cabin separation and doors to be created which would each have 1 nos. five seater elegant sofa (1 nos. 3 seater + 2 nos 1 seaters), glass table set and 22” LED Monitors which is connectable to laptop and USB drives for B2B meetings etc.,

### 2.2.2 **Chalet (6m X 16m)**

INCAP would also have a chalet which would be used for accommodating meetings with VIP guests. The chalet would be overlooking the parked aircrafts and hence would need innovative designing to maximize views of the aircrafts for the guests assembled. A meeting room for housing 10 guests (sitting near table) and 5 additional guests (sitting away from table) has to be created within the chalet.

The Chalet should be broadly provided with (but not limited to) Reception and Seating Area (provided with table and chairs, large display LED Monitor, holders for brochures and other promotional material, glass top discussion tables with chairs, sofa-set with a glass table); Meeting Room (provided with 3 side cabin separation with sliding door, large display LED Monitor, Big table with Chairs, Tables for placing food items and necessary cutlery for the expected guests etc.,).

## Request for Quotation

---

- 2.3 The proposal should be a 3D design which visualizes the design and layout of the stall and the chalet and the Bidder should provide a walk-through of the design. The 3D design should also be provided in the form of colour printouts as well as a CD containing 2D renderings of the 3D images in JPEG format.
- 2.4 The Applicant shall submit a lump-sum quotation for Designing (including drawings), Transportation of materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls. This quotation shall be inclusive of all applicable taxes, duties, levies and charges payable at applicable rates. There shall be no liability on INCAP or GoAP to pay taxes, duties, levies or charges whatsoever. The Quotation shall be accompanied by Drawings & specifications of all items and cost estimation in support of lump-sum quotation against Chalet and Exhibition stalls. The proposal along with price quotation shall be submitted in the format prescribed in Appendix 1.
- 2.5 The Applicant has to submit the quote based on the Perspective view of single story Chalet, Calendar of events at India Aviation 2016, Chalet positioning drawing and Exhibition floor plan enclosed to this RFQ document for reference.
- 2.6 The Timeline for providing chalet and exhibition stalls shall be specified keeping in view the calendar of the event being supplied along with RFQ document.
- 2.7 The Applicant is requested to ascertain from M/s FICCI regarding the provisions that they will provide for Chalet and Stalls being allotted to Andhra Pradesh State at the event venue during the event period and their Quotation shall exclude the provisions being provided by M/s FICCI.
- 2.8 The Applicant may also obtain any further additional information in respect of design of Chalet and Stalls by contacting the following official.

|                    |   |
|--------------------|---|
| Name & Designation | Mr. Arun Krishnan<br>Retainer Consultant to INCAP   |
| Mobile No.         | +91-96000 41927   |
| Email Id:          | <a href="mailto:incap@incap.co.in">incap@incap.co.in</a>                                    |
| Address:           | INCAP, #10-2-1, 3rd Floor, FDC Complex, AC Guards Hyderabad, Andhra Pradesh, India -500028. |

- 2.9 The work should be completed with quality material and in good condition and should be handed over two days before the commencement of the event.

2.10 The quote shall be a lump-sum amount in Indian Rupees inclusive of all taxes/duties/charges.

### 2.11 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### 2.12 **SUBMISSION OF PROPOSAL/QUOTATION**

2.12.1 The proposal from the Applicants must include the following:

- a) Letter of Proposal (Appendix 1: Form 1) (To be sealed separately as financial bid)
- b) Index (giving list of contents and corresponding page numbers in the Proposal)
- c) Certificate of Incorporation/ Registration
- d) Original and 1(One) Copy of the Proposal
- e) Compact Disk containing soft copy of the Proposal in MS Word and/or PDF formats.
- f) Proposal Processing Fee
- g) Particulars of the Applicant (Appendix I – Form 2)
- h) Financial capacity of the Applicant (Appendix I – Form 3)
- i) Company Profile (Appendix I – Form 4)
- j) Summary of list of assignments conducted in last 3 years (Appendix I – Form 5)
- k) Detailed Particulars of Assignments completed (Appendix I – Form 6)
- l) Summary of Key Professionals (Appendix I – Form 7)
- m) CVs of Key Professionals (Appendix I – Form 8)
- n) Bank Guarantee towards Performance Security (Appendix I – Form 9)
- o) Other documents, if any

2.12.2 The technical and financial bids shall be enclosed in separate sealed covers and named “Technical Bid” and “Financial Bid” respectively. Both the covers should be again sealed together in an envelope which will bear the address of the authority, RFQ notice number, Applicant Name (as detailed in clause 2.12.3). It shall bear on top the following:

**“Do not open, except in presence of the Authorized Person of the Authority”**

## Request for Quotation

---

2.12.3 The proposal and quotation should reach this office in hard copy in a sealed cover through registered post/speed post/ courier or hand delivered on or before 1500 hours IST on 12.02.2016, should be addressed to:

**The Vice Chairman and Managing Director,**

Infrastructure Corporation of Andhra Pradesh Ltd.,

# 10-2-1, III Floor, FDC Complex, AC Guards,

Hyderabad - 500 028, India.

Phone: 040-23321771/2; Fax: 040-23321773

Email: [incap@incap.co.in](mailto:incap@incap.co.in)

2.12.4 The Received technical proposals will be opened at 16:00 hours IST on the same day, i.e.; on 12.02.2016. The applicant may depute their representatives to be present at the time of opening of the proposal/quotation. Based on the Technical proposals, the applicants will be evaluated and firms which meet the minimum technical eligibility criteria as described in Clause 2.25 will be asked to present their designs to the Authority on the same date. The financial proposals of the shortlisted applicants based on the technical and design qualification criteria will be opened on the same day. All ineligible financial bids will be returned unopened to the applicants. The Proposals submitted through Telex / Telegraphic / Fax / email will not be considered and summarily rejected.

2.12.5 Proposals received after the date and time stipulated in this Request for Quotation shall not be considered and shall be summarily rejected. The Authority shall not be responsible for delayed receipt of proposals.

2.12.6 In case, the quotation due date is an unscheduled holiday, the proposal has to be submitted latest by the next working day. The time and venue of submission will remain unchanged. A receipt thereof should be obtained from the person specified therein.

2.12.7 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**Notice No. INCAP/P/India Aviation Event-2016 /149/2015, Date: 28.01.2016**

**Event and Exhibition Managing Agencies for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad**

- 2.13 The Vice Chairman & Managing Director of INCAP reserves the right to postpone the due date or reject/cancel the proposals/quotations at any time without assigning any reasons thereof. The Authority reserves the right to seek any clarification and additional information on the proposal based on need as assessed by the Authority.
- 2.14 Proposal/Quotation from unqualified firms and also incomplete / time barred proposals/quotations will not be accepted.
- 2.15 The Selected Applicant shall be the Applicant with the maximum score based on the evaluation criteria. A Letter of Intimation of selection (the "LOI") shall be issued to the selected applicant by the Authority. The Selected Applicant shall acknowledge receipt of LOI within 3 days from the date of its receipt, by signing each page of the LOI and returning a copy to INCAP.
- 2.16 The selected Applicant shall submit a Bank Guarantee (BG) towards Performance Security (issued by a Nationalized Bank, or a Scheduled Commercial Bank in India) equivalent to 5% of the total amount quoted and accepted by the authority within 7 days from the date of issue of Letter of Intimation. The format for the same is provided in Form 9 of Appendix 1. The BG shall be valid up to April 30, 2016.
- 2.17 The Letter of Award (LOA) will be issued by the Authority on the day of furnishing of the Bank Guarantee towards Performance Security. The selected bidder shall sign on each page of the LOA and return one copy to INCAP within 3 days from the date of issue of LOA. The signing of the LOA will be treated as the acceptance of the assignment. No separate agreement will be concluded and the acknowledgement of LOA constitutes the same. The Vendor shall commence the work based on designs, drawings and specifications approved by the Authority keeping in view the Calendar of events at India Aviation 2016.
- 2.18 In case the selected bidder fails to fulfil the requirements as stated above, the Authority shall have the right to call up on the bidder with the next highest score in the evaluation process to execute the project without any prior notice.

## Request for Quotation

---

- 2.19 Payment schedule to be indicated by the bidder. However, not more than 10% of the gross amount quoted would be offered as advance before the commencement of the event.
- 2.20 The payment will be made subject to satisfactory completion of the works.
- 2.21 Wherever required by applicable laws, INCAP shall deduct taxes at source, from the amounts payable, and shall provide to the vendor the appropriate tax deduction certificate evidencing payment of such taxes.
- 2.22 **Taxes:** The Vendor shall pay all taxes which they are liable to pay to State Govt. and Government of India or other authorities under any law for the time being in force. The Vendor shall further be liable to pay such increase in the taxes, under the existing law or which may be liable as a result of introduction of any law. Increase in taxes or imposition of new taxes shall not be ground or an excuse for not completing the Assignment nor a ground or an excuse for claiming any extra or additional costs. All such payments to be made by the vendor are deemed to have been included in the agreed amount.
- 2.23 **Income Tax:** Income Tax and surcharge as applicable will be deducted at source by INCAP in accordance with Income Tax Act at the rate applicable from time to time and in accordance with instruction issued by INCOME TAX Authorities on this behalf from time to time. The vendor shall furnish his PAN details or a copy of Income Tax exemption certificate if any.

### 2.24 Settlement of Disputes

#### 2.24.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

#### 2.24.2 Dispute resolution

2.24.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.

2.24.2.2 The Parties agree to use their best efforts for resolving All Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 2.24.3 **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon VC & MD, INCAP and the Managing Partner/ Chairman of the Board of Directors of the Vendor or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions.

- 2.24.4 The Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the High court of Judicature at Hyderabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **2.25 Minimum Eligibility Criteria:**

- 2.25.1 The Applicant shall be a company / a corporate body incorporated under the Companies Act, 1956 or the Companies Act, 2013 or a Limited Liability Partnership (LLP) incorporated under the Limited Liability Partnership Act, 2008 or a proprietorship. Certificate of Incorporation/ Registration shall be furnished for the same.
- 2.25.2 The Applicant shall be a single entity applying for evaluation process.
- 2.25.3 The Applicant should not have a Conflict of Interest that affects the evaluation process. Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.25.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of RFQ, would not be eligible to submit a RFQ.
- 2.25.5 The Firms should hold a valid PAN and Service Tax Registration Number. (Attach Photostat copies.).
- 2.25.6 An Applicant, in the last 3 years, 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, as the case may be, nor has been expelled from any project or contract by any public entity



## Request for Quotation

---

nor have had any contract terminated by any public entity for breach by such Applicant.

- 2.25.7 **Financial Capacity:** The Applicant shall have received an average of Rs. 50,00,000/- (Rupees fifty lakhs only) per annum as professional fees during the three financial years preceding the PDD viz. 2012-13, 2013-14 and 2014-15. For the avoidance of doubt, professional fees hereunder refers to fees received by the Firm for providing event/exhibition management and design services to its clients and shall not include any amounts received by way of reimbursement or fee for payment to external personnel retained by the firm for its clients.
- 2.25.8 **Technical Capacity:** The Applicant must have completed at least 3 (three) Eligible Assignments over the past 5 (five) years and each not less than INR 15 lakhs. The assignment which broadly conforms to or similar to the work notified in this RFQ will be considered as Eligible Assignment.
- 2.25.9 The Applicants may note that mere meeting of the minimum eligibility criteria does not entitle them for evaluation. The applicants meeting the minimum eligibility criteria will be further short-listed for Evaluation. Technical Proposal of only those firms will be evaluated who meets the minimum eligibility criteria.
- 2.26 INCAP may, from time to time, designate one of its officials as the INCAP Representative. Unless otherwise notified, the INCAP Representative shall be:
- Chief Projects Consultant,**  
**Infrastructure Corporation of Andhra Pradesh Ltd (INCAP),**  
**# 10-2-1, III Floor, FDC Complex, AC Guards,**  
**Hyderabad-500028, A.P. India**
- Telephone: +91-40-2332 1771/1772 Fax: +91-40-2332 1773**
- E-mail: [cgmp@incap.co.in](mailto:cgmp@incap.co.in); [incap@incap.co.in](mailto:incap@incap.co.in)**
- 2.27 The Vendor may designate one of its resource person as Vendor 's Representative.
- 2.28 In case the Vendor fails in providing the services to the Authority, the LOA is liable to be terminated and the Bank Guarantee furnished by the Vendor is liable to be invoked by the Authority.
- 2.29 The Bank Guarantee furnished by the Vendor shall be returned by the Authority within one month after release of final payment.
- 2.30 In case the Vendor fails to comply with the stipulated terms and conditions in this



## Request for Quotation

---

Letter of Award, the Government Authority reserves the right to invoke the BG furnished by the Vendor.

- 2.31 Regular communication with the Designated Officer is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings. All communication on this subject should be addressed to:

**The Vice-Chairman & Managing Director,**

INCAP, # 10-2-1, III floor, FDC Complex, AC Guards,  
Hyderabad – 500 028, Andhra Pradesh, India.

Phone: +91-40-2332 1771/2, Fax: +91-40-2332 1773

Email: [incap@incap.co.in](mailto:incap@incap.co.in); md@incap.co.in

The Official Website of the INCAP is: <http://www.incap.co.in>

**Vice Chairman & Managing Director**

**INCAP**

\*\*\*\*\*

### 3. CRITERIA FOR EVALUATION FOR PROPOSAL

#### 3.1 Evaluation of Technical Proposals

- A. Only the Applicants meeting the minimum eligibility criteria as mentioned in Clause 2.25, will be eligible for further evaluation.
- B. Applicants who meet the eligibility criteria will be scored on factors mentioned in Clauses 3.1.1 and 3.1.2. Only those Applicants whose combined total score is 45 marks and above in respect of items 3.1.1 and 3.1.2 will be invited to make technical presentations to the Authority on the same day.
- C. An overall minimum score of 60 out of 100 (3.1.1, 3.1.2 and 3.1.3 combined) in Technical Proposal is required for consideration of opening of financial offers on the same day.

| S. No | Description   | Marks |
|-------|---|-------|
| 3.1.1 | <b>Past relevant experience of the Applicant in last three years</b>  | 50    |
|       | <p>Past relevant experience of firm in terms of no. of completed eligible assignments. Each Eligible Assignment will fetch 5 (five) marks.</p> <p>For evaluation, the project must be a completed project undertaken by the firm in the past 5 (five) years having an estimated project cost of at least Rs. 15 lakhs (Rupees fifteen lakhs only) or an ongoing project for which cumulative payments of at least Rs.15 lakhs or above have been received by the firm.</p> <p><b>Marks will be awarded based on documentary proof of assignments , enclosed along with the Technical proposal. Documentary proof includes, but not limited to, Completion Certificates from the Client, for completed assignments; Work Order with the fee indicated; payment invoices etc.</b></p> |       |
| 3.1.2 | <b>Qualification and experience of Team Proposed for the assignment</b>   | 25    |
|       | <p><b>Design Expert/Architect - One (Marks - 15)</b></p> <ul style="list-style-type: none"> <li>• Bachelor in Design/Bachelor of Architecture or equivalent</li> <li>• Minimum years of relevant experience in similar projects – 5 years</li> </ul>  |       |
|       | <p><b>Event Manager/ Execution Manager – One (Marks 10)</b></p> <ul style="list-style-type: none"> <li>• Minimum years of relevant experience in similar projects – 5 years</li> </ul>  |       |

## Request for Quotation

|              |  |          |            |
|--------------|--|----------|------------|
| <b>3.1.3</b> | <b>Presentation on the proposal</b>  |          | <b>25</b>  |
|              | Criteria   | Marks    |            |
|              | Design Economy   | 10 marks |            |
|              | Aesthetics of Design   | 12 marks |            |
|              | Flexibility of Design  | 3 marks  |            |
|              | <p>Note:</p> <p><b>The presentation should be a 3D design which visualizes the design and layout of the stall and the chalet and the Bidder should provide a walk-through of the design. The 3D design should also be provided in the form of colour printouts as well as a CD containing 2D renderings of the 3D images in JPEG format.</b></p> |          |            |
|              | <b>Total Technical Score (S<sub>t</sub>)</b>   |          | <b>100</b> |

### 3.2 Evaluation of Financial Proposals

- 3.2.1 After the technical evaluation, Authority shall prepare a list of the shortlisted Applicants for opening of their Financial Bid on the same day.
- 3.2.2 Financial bids of the firms who do not qualify in the technical evaluation round shall be returned, unopened.
- 3.2.3 Applicants are advised that selection of the successful Applicant will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the project is subsequently awarded to it.
- 3.2.4 Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process
- 3.2.5 The lowest financial proposal (F<sub>m</sub>) will be given a financial score of 100 points. The financial scores (S<sub>f</sub>) of the other Financial Proposals will be determined using the following formula:

$$S_f = 100 \times F_m / F$$

[in which S<sub>f</sub> is the financial score, F<sub>m</sub> is the lowest price (in INR), and F is the price of the proposal (in INR) under consideration]

### 3.3 Overall Evaluation and Offer of Contract

- 3.3.1 The weights given to the Technical and Financial Proposals are: Technical = 50% and Financial = 50% respectively;
- 3.3.2 The Proposals will be ranked according to their combined Technical and Financial Scores in accordance with the weights assigned to the two. The firm achieving the highest combined score shall be invited for discussions and given the first offer;

$$S = 0.5 \times S_t + 0.5 \times S_f$$

[where S is the combined score,  $S_t$  and  $S_f$  are the scores of the bidder for their Technical and Financial proposals].

**Appendix 1**

**Form 1**

**Letter of Proposal/Quotation**

(On Applicant's letter head)

(Date and Reference)

To,

The Vice Chairman and Managing Director,  
Infrastructure Corporation of Andhra Pradesh Ltd.  
# 10-2-1, III Floor, FDC Complex, AC Guards,  
Hyderabad - 500 028, Telangana, India.

Tel: +91-40-2332 1771/72

Fax: +91-40-2332 1773

Email: [incap@incap.co.in](mailto:incap@incap.co.in); [md@incap.co.in](mailto:md@incap.co.in).

Web: [www.incap.co.in](http://www.incap.co.in)

Dear Sir,

**Sub:** Proposal/Quotation for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad.

\*\*\*\*

With reference to your RFQ Document dated ....., I/We, having examined all relevant clauses and understood the contents, hereby submit our proposal/quotation for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event.

## Request for Quotation

Our Proposal/Quotation for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event is indicated below.

| Item No.  | Description  | Amount(₹)<br>INR ONLY |
|-----------|--|-----------------------|
| <b>A.</b> | <p><b>COST OF SERVICES</b><br/> (inclusive of all applicable taxes, duties, levies and charges payable at applicable rates)<br/> In Indian Rupees in words:<br/> Rupees _____ only</p> |                       |

**Note:**

- a) No escalation on any account will be payable on the above amounts during the currency of the agreement.
- b) Payment schedule to be indicated by the bidder. However, not more than 10% of the gross amount quoted would be offered as advance before the commencement of the event.
- c) The cost quoted shall be inclusive of all applicable taxes, duties, levies and charges payable at applicable rates. There shall be no liability on INCAP or GoAP to pay taxes, duties, levies or charges whatsoever.
- d) All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
- e) All charges are considered to have been included in the above costs.
- f) In case INCAP decides to abandon the project for any reason, the payment to the Vendor shall be restricted up to the Stage the services have actually been provided by the Vendor. Fee structure and payment terms shall remain strictly as agreed upon.
- g) The balance payment (Accepted Quotation amount – Advance amount paid to vendor) shall be made to the Vendor after approval by INCAP after satisfactory completion of work.
- h) The payments shall be made to the Vendor after submission of Invoice (in duplicate) along with advance stamp receipt.

## Request for Quotation

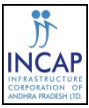
---

- i) Wherever required by applicable laws, INCAP shall deduct taxes at source, from the amounts payable, and shall provide to the consultant the appropriate tax deduction certificate evidencing payment of such taxes.

The Proposal/Quotation is unconditional and unqualified.

1. All information provided in the Proposal/Quotation and in the Appendix I is true and correct and all documents accompanying this Proposal/Quotation are true copies of their respective originals.
2. This statement is made for the express purpose of meeting the objectives stated in the aforesaid RFQ
3. I/We shall make available to the Government Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal/Quotation.
4. I/We acknowledge the right of the Government Authority to reject our Proposal/Quotation without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three 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.
6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal/Quotation that you may receive nor to select the Applicant, without incurring any liability to the Applicants
7. 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 the Government Authority and/ or the Government of India in connection with the selection of Applicant or in connection with the Selection Process itself in respect of the assignment mentioned in subject RFQ.
8. I/We agree and understand that the Proposal/Quotation is subject to the provisions of the RFQ. In no case, shall I/We have any claim or right of whatsoever nature if me or our Proposal/Quotation is not opened or rejected.
9. I/We agree to keep this offer valid for 2 months from the Proposal/Quotation Due Date specified in the RFQ.
10. I/We submit herewith statement(s) detailing the estimated cost of Designing, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls.





## Request for Quotation

---

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**Appendix 1**

**Form 2**

**Particulars of the Applicant**

|    |  |
|----|--|
| 1. | <p><b>Title of Project:</b> Event and Exhibition Managing Agencies for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad</p>  |
| 2. | <p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p> |

## Request for Quotation

---

|    |  |
|----|--|
| 3. | <p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last three years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last three years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last three years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last three years?</p> <p style="text-align: right;">Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this assignment.</b></p> |
|----|--|

**Appendix 1**

**Form 3**

**Financial Capacity of the Applicant**

| <b>S. No.</b>           | <b>Financial Year</b> | <b>Annual Revenue (Rs. in lakhs)</b> |
|-------------------------|-----------------------|--------------------------------------|
| 1.                      | 2012-13               |                                      |
| 2.                      | 2013-14               |                                      |
| 3.                      | 2014-15               |                                      |
| Average annual turnover |                       |                                      |

**Certificate from the Statutory Auditor<sup>§</sup>**

This is to certify that..... (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

<sup>§</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.

**Appendix 1**

**Form 4**

**Company Profile**

|            |   |   |
|------------|---|---|
| <b>1.</b>  | <b>Name of Applicant</b>  |   |
| <b>2.</b>  | <b>Ownership</b>  |   |
| <b>3.</b>  | <b>Type of Organization</b>   | Public Limited Company/ Private Limited Company/<br>Others (please specify) |
| <b>4.</b>  | <b>i. PAN Number</b><br><b>ii. Service Tax Registration Number</b>  |   |
| <b>5.</b>  | <b>Name and designation of Key Management Person(s)</b>   |   |
| <b>6.</b>  | <b>Date &amp; year of establishment of firm</b>   |   |
| <b>7.</b>  | <b>Number of years of experience in Event Services</b>  |   |
| <b>8.</b>  | <b>Number of permanent employees</b><br><b>a) As on 31 March, 2014</b><br><b>b) As on 31 March, 2015</b>  |   |
| <b>9.</b>  | <b>Number of permanent employees for Event Management and Design Services</b><br><b>a) As on 31 March, 2014</b><br><b>b) As on 31 March, 2015</b> |   |
| <b>10.</b> | <b>Areas of Services</b>  |   |
| <b>11.</b> | <b>Core Competency</b>  |   |
| <b>12.</b> | <b>Any other important information about the organization</b>   |   |

**Appendix 1**

**Form 5**

**Summary List of Eligible Assignments**

| <b>Sl. No.</b> | <b>Title of the Assignment</b> | <b>Client</b> | <b>Period of the Assignment</b> | <b>Fee Charged (In INR lakhs)</b> | <b>Scope of Services</b> | <b>Status of completion</b> | <b>Documentary Proof enclosed</b> |
|----------------|--------------------------------|---------------|---------------------------------|-----------------------------------|--------------------------|-----------------------------|-----------------------------------|
| <b>(1)</b>     | <b>(2)</b>                     | <b>(3)</b>    | <b>(4)</b>                      | <b>(5)</b>                        | <b>(6)</b>               | <b>(7)</b>                  | <b>(8)</b>                        |
|                |                                |               |                                 |                                   |                          |                             |                                   |
|                |                                |               |                                 |                                   |                          |                             |                                   |
|                |                                |               |                                 |                                   |                          |                             |                                   |
|                |                                |               |                                 |                                   |                          |                             |                                   |

Note:

- a) The assignment which broadly conforms to or similar to the work notified in this RFQ will be considered as Eligible Assignment.
- b) Documentary proof includes, but not limited to, Completion Certificates from the Client, for completed assignments; Work Order with the fee indicated; payment invoices etc.

**Appendix 1**

**Form 6**

**Detailed Particulars of Assignments completed**

|     |  |  |
|-----|--|--|
| 1.  | Name of Applicant:                                       |  |
| 2.  | Name of the Project:                                     |  |
| 3.  | Assignment description and other particulars             |  |
| 4.  | Description of services performed by the Applicant Firm: |  |
| 5.  | Name of client and Address:                              |  |
| 6.  | Name and telephone no. of client's representative:       |  |
| 7.  | Payment received by the Applicant (in Rs. lakhs):        |  |
| 8.  | Start date of the services (month/ year):                |  |
| 9.  | Finish date of the services (month/ year):               |  |
| 10. | Brief description of the Project:                        |  |
| 11. | Components of the Terms of Reference                     |  |

**Notes:**

- a) Use separate sheet for each Assignment.
- b) The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

**Appendix 1**

**Form 7**

**Qualification and experience of Team Proposed for the assignment**

| <b>Sl. No.</b> | <b>Name &amp; Designation</b>               | <b>Experience in completed years</b> | <b>Educational/ professional experience</b> |
|----------------|---|--------------------------------------|---|
| <b>(1)</b>     | <b>(2)</b>                                  | <b>(3)</b>                           | <b>(4)</b>                                  |
| <b>1.</b>      | <b>Design Expert/Architect</b>              |                                      |   |
| <b>2.</b>      | <b>Event Manager/<br/>Execution Manager</b> |                                      |   |

**Note:** Detailed CVs of the key personnel should be submitted as per format given in Form 8





Request for Quotation

**Appendix 1**

**Form 8**

**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of Eligible Assignments on which the Personnel has worked

|   |  |
|---|--|
| <b>Name of Eligible Assignment</b>                  |  |
| <b>Brief description of the Eligible Assignment</b> |  |
| <b>Activities performed</b>                         |  |
| <b>Position held</b>                                |  |

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorized signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel



## Request for Quotation

---

2. Each page of the CV shall be signed in ink and dated by either the Personnel concerned or by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. Documentary evidence for qualification (Certificates) shall be enclosed.

## Appendix 1

### Form 9

#### Bank Guarantee for Performance Security

*(Refer clause 2.16 of RFQ)*

B.G. No. Dated:

In consideration of you, Infrastructure Corporation of Andhra Pradesh Ltd., having its office at # 10-2-1, III Floor, FDC Complex, AC Guards, Hyderabad – 500 028, India, hereinafter referred to as “INCAP”, 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/ 2013/Limited Liability Partnership/ Proprietorship) and having its registered office at ..... (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 for Designing (including drawings), Transportation of Materials to the site, Installation, Maintenance, Dismantling and Disposal of Chalet and Exhibition Stalls allotted to Andhra Pradesh State at the 5th edition of India Aviation event to be held from 16th to 20th March 2016 at Begumpet Airport, Sardar Patel Road, Hyderabad (hereinafter referred to as “the Project”) pursuant to the RFQ Document dated ..... issued in respect of the Project and other related documents (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 Clause 2.16 read with Clause 2.17 of the RFQ Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to INCAP an amount of Rs. .... (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 fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by INCAP 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.

3. 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 INCAP is disputed by the Bidder or not, merely on the first demand from INCAP stating that the amount claimed is due to INCAP reason of failure of the Bidder to fulfil and comply



## Request for Quotation

---

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 Rs. .... (Rupees ..... only).

4. This Guarantee shall be irrevocable and remain in full force until April 30, 2016 or for such extended period as may be mutually agreed between INCAP and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that INCAP 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 INCAP that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between INCAP and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. 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.

7. In order to give full effect to this Guarantee, INCAP shall be entitled to treat the Bank as the principal debtor. INCAP 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 INCAP, and the Bank shall not be released from its liability under these presents by any exercise by INCAP 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 INCAP or any indulgence by INCAP to the said Bidder or by any change in the constitution of INCAP 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.

8. 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



Request for Quotation

---

at the address set forth herein.

9. 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.

10. It shall not be necessary for INCAP to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which INCAP 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 unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of INCAP in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs. .... lakh (Rupees ..... lakh only). The Bank shall be liable to pay the said amount or any part thereof only if INCAP serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before April 30, 2016.

Signed and Delivered by ..... Bank

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

(Signature of the Authorised Signatory)

(Official Seal)



**Infrastructure Corporation of Andhra Pradesh Limited (INCAP)**

**# 10-2-1, III Floor, FDC Complex, AC Guards,**

**Hyderabad – 500 028, India**

**Tel: +91-40-2332 1771/72 Fax: +91-40-2332 1773**

**Email: [incap@incap.co.in](mailto:incap@incap.co.in)**

**Web: [www.incap.co.in](http://www.incap.co.in)**