

**SELECTION OF ENTITIES FOR MANAGEMENT OF TOURISM
PROPERTIES ON RENOVATE, OPERATE, MAINTAIN AND TRANSFER
(ROMT) BASIS**



REQUEST FOR PROPOSAL
2nd January 2015



Department of Tourism, Government of Karnataka
2nd Floor, Khanija Bhavan, 49, Race Course Road, Bangalore, India- 560001

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Contents of RFP

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**DEPARTMENT OF TOURISM
GOVERNMENT OF KARNATAKA**

NOTICE INVITING TENDER

**Invitation for Selection of Entity(ies) for Management of Tourism Properties on
Renovate, Operate, Maintain and Transfer (ROMT) Basis**

THE PROJECT

Department of Tourism, Government of Karnataka (**DoT**) intends to appoint a entity(ies) (*for a period of thirty years*) to undertake construction/renovation, operation & management of 18 (eighteen) tourism properties located across State of Karnataka on Renovate, Operate, Maintain and Transfer (ROMT) basis as per the details given in RFP Document (the “**Project**”).

ABOUT THE BIDDING

DoT invites proposals from competent entity (ies) having similar experience for the Project in accordance with the Request for Proposal (RFP) Document. The Bidding Document may be downloaded from the E-Procurement website <http://www.eproc.karnataka.gov.in> from 2nd January, 2015 onwards. Bidders may submit their Proposals for any or all Tourism Property (ies) through e-procurement mode on www.eproc.karnataka.gov.in website. Separate Earnest Money Deposit(s) for each Tourism property should be submitted as per the terms of the RFP Document.

A Pre-Proposal meeting will be held on 16th January, 2015 at 1100 hours at the below mentioned address of the Director, Tourism. The last date and time for submission of Proposals (Proposal Due Date) is 5th March, **2015 upto 1600 hours IST**. All subsequent notifications, changes and amendments will be posted only on the aforesaid website.

***In case of any queries / clarifications on the project / documents please contact DoT /
iDeCK***

Project Proponent

Director,
Department of Tourism, Government of Karnataka
2nd Floor, Khanija Bhavan, 49, Race Course Road,
Bangalore, India- 560001
Tel: 080 22352424 / 22352525
Fax: 080 22352626

Project Advisor

P K Shubhalakshimi/Gurleen Kaur
Infrastructure Development Corporation (Karnataka) Ltd.
(iDeCK)
9/7. K.C.N. Bhavan, Yamunabai Road,
Madhav Nagar Extension, Off Race Course Road,
Bangalore-560001. Tel: 080-43448000
Fax: 080-43448001



1. INTRODUCTION

1.1 Background

1.1.1 The Department of Tourism (DoT), Government of Karnataka (GoK) has 18 (eighteen) tourism properties at various locations across the State in the form of yathri niwas(s), dormitories, Mayura hotels, fast food and wayside amenities as provided in the table below. The facilities provided at the said 18 (eighteen) tourism properties is in a dilapidated state and the desired quality of service is not provided to attract more tourists.

1.1.2 The main objective of DoT in providing the said tourism properties is to:

- (i) Provide budget class, clean and comfortable accommodation with toilet, parking & other infrastructure facilities to the tourists and encourage their extended stays.
- (ii) Revitalise the existing properties and make them operational under the brand 'Mayura'.
- (iii) Provide approximately 200 additional rooms.
- (iv) Create approximately 400 direct jobs (which will accommodate beneficiaries under Hunar Se Rozgar Yojna of Government of India) along with 400 indirect jobs.

1.1.3 With the above objective and to bring in better managerial efficiencies and help provide better services to the tourists, DoT intends to entrust the management of the said 18 (eighteen) tourism properties to a competent entity(ies) through Public Private Partnership ("PPP") under renovate, operate, maintain and transfer framework for a period of 30 (thirty) years. The entity may utilise a portion thereof for development of any additional facility on the Project Site on Design-Build-Own-Operate-Transfer basis ("**Project**") for a period of 30 years.

The 18 (eighteen) tourism properties have been classified under 3 (three) different categories. Tourism Property comprising of Yathri Niwas and Lakeside facility at Shanthisagar, Chennagiri, Davanagere is been categorised as category 1 ("**Category I**"). Tourism Properties comprising of Hotels or Dormitories at various location is been categories as category II ("**Category II**") and Tourism Properties comprising of Fast Food or Wayside Amenities at various locations have been categories as category III ("**Category III**"), [Category I, Category II and Category III are hereinafter referred to as ("**Categories**")]. Bidders may submit Proposals for any or all of the tourism properties given in the Table below electronically in the unified E-procurement platform of the State Government of Karnataka (www.eproc.karnataka.gov.in). To be considered for more than one Tourism Property, a Bidder must demonstrate to have Financial Capacity as set out in Clause 2.1.1 for the Tourism Property(s) for which it has submitted the Price Proposal.

Category	Tourism Property	Name of the Tourism Property
I	Hotel and Lakeside Facilities	1. Yatri Nivas and Lakeside Facility at Shanthisagar, Chennagiri Taluk, Davanagere District.
II	Hotels and Dormitories	2. Hotel Mayura Malaprabha, Belgaum City, Mahanteshanagar
		3. Yatri Nivas at Pushpagiri, Halebeedu, Hassan District
		4. Yatri Niwas at Shikaripur, Shimoga district, Shikaripur Taluk
		5. Yatri Nivas in Devarayanadurga, Tumkur District and Taluk
		6. Wayside Facility at Ganigapura, Gulbarga, Afzalpur Taluk
		7. Dormitories at Melukote, Pandupura Taluk, Mandya District
		8. Mayura Yatri Nivas at Aihole, Bagalkote District, Hanugunda Taluk
		9. Yatri Nivas at Lakkundi, Gadag District and Taluk
		10. Hotel Mayura Samudra, Gokarna, Uttar Kannada District
		11. Dormitory at Moodubidere, Dakshina Kannada District
		12. Hotel Mayur Keshav, Somnathapura, Mysore District
		13. Wayside Facility at Tannikola, Belgaum District
		14. Tourism Facilities in Devarayanadurga, Tumkur District, Near Yoganarasimha Swamy temple, Megadootha
		15. Yatri Niwas near Madhyaranga Temple , Chamarajanagar District
		III
17. Wayside Facility at Hotel Mayur in Shiradi, Sakleshpur Taluk, Hassan District		
18. Fast Food Counter, Anmod, Uttar Kannada District, Joida Taluk		

A brief note and details of the Project site and existing facilities in each of the Tourism Property is provided in Schedule 1 of the Project Development and Management Agreement (PDMA).

- 1.1.4 DoT invites detailed Proposals in accordance with this RFP to identify a suitable entity for the Project, selected through a competitive bidding process to undertake construction/renovation, operation & maintenance of the tourism property as per the specifications set out in the draft PDMA.
- 1.1.5 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document (“**Evaluation Criteria**”) in order to identify the successful Bidder for the Project (“**Successful Bidder**”). The Successful Bidder would then have to enter into the PDMA with DoT and perform the obligations as stipulated therein, in respect of the Project.
- 1.1.6 Terms used in this RFP document which have not been defined herein, shall have the meaning ascribed thereto in the draft PDMA.

NOTE

- A) This RFP document is common for all the tourism properties as provided in the table mentioned in Clause 1.1.3 above. It may be noted, however, that for all intents and purposes the tourism properties are independent of each other and are to be bid for separately, in accordance with this RFP document, and separate PDMA have to be entered into for each tourism property.
- B) Bidder can submit its Proposal for any one or more than one Tourism Property. The submission of the Bidder shall be considered only for that tourism property (ies), for which the Bidder has explicitly submitted its Proposal.
- C) Bidder who meets the Technical and Financial Capacity criteria as set out in this RFP document shall be qualified for opening of its Price Proposal for all the tourism property and on fulfilling the required Financial Capacity criteria with respect to each of the Tourism property set out herein, shall be eligible to be awarded more than one tourism property.

1.2 Brief Description of Bidding Process

- 1.2.1 DoT invites eligible Bidders (“**Bidders**”) to submit their Proposals (“**Proposal**”) for the Project electronically in the unified e-procurement platform of the Government of Karnataka www.eproc.karnataka.gov.in (hereinafter referred to as “**E-Procurement Website**”). DoT has adopted a single stage bidding process (the “**Bidding Process**”) for selection of the Successful Bidder for award of the Project which expression shall,

unless repugnant to the context include the members of the Consortium for the Project in accordance with the terms of this RFP. The interested eligible Bidders may download the Bidding Document (i.e Request for Proposal and draft Project Development and Management Agreement (PDMA) for the Project) from the E-Procurement Website.

A one-time registration in the e-Procurement platform is a pre-requisite for submission of Proposals. If an interested Bidder is not already registered, it shall procure a digital signature certificate and get registered in e-Procurement platform. DoT will not be held responsible for technical glitches in the desktop and internet connectivity services used by Bidders or in case of failure on part of the Bidder to EMD through E-Procurement Website, any documents as required to be submitted or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by DoT in this regard.

Contact information

For further clarifications, Please call Centralized e-Procurement Helpdesk on
080 – 25501216/25501227
(Timings: 9:00 am to 9:00 pm from Monday to Saturday including government holidays) to
take support on Kannada and English
Or
Mail to Helpdesk: hphelpdesk.blr@intarvo.com or hphelpdesk.blr@gmail.com

Training details

Training Date	Training Venue	Batches	Training duration
On all Govt of Karnataka working Wednesday's & Saturday's	Training room no.1, Gate no.2, M S Building, Bangalore-01	1	10:30 am to 1:30 pm
		2	2:30 pm to 5:30 pm

Note: Enquiries regarding new payment options can be made on any working day at e-Procurement cell. (Room no. 141, Gate no.2, M S Building, Bangalore – 01).

- 1.2.2 The Bidders are requested to submit their Proposals in accordance with the Bidding Documents. The Proposal shall be valid for a period of not less than 120 (one hundred and Twenty) days from the date specified in Clause 1.3 for submission of Proposals (the “**Proposal Due Date**”).

- 1.2.3 The Bidding Documents and any addenda issued subsequent to this RFP Document, but before the Proposal Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bidder shall furnish as part of its Proposal, an Earnest Money Deposit (the “**EMD**”) for an amount specified in Clause 2.11.1 with respect to each of the Tourism Property for which the Bidder is proposing to submit its Proposals. The EMD is refundable not later than 60 (sixty) days from the Proposal validity period except in the case of the highest Bidder. The Proposal shall be summarily rejected if it is not accompanied by Earnest Money Deposit.
- 1.2.5 Bidders would need to submit the following sets of documents as part of their Proposal.
- a. “**Key Submissions and Qualification Submissions**” to be submitted through E-Procurement Website as provided in Clause 2.15.2
 - b. “**Price Proposal**” to be submitted through E-Procurement Website. For the purpose of providing clarity on the Price Proposal to Bidders, a specimen for the Price Proposal is provided in **Appendix H** of this document. The Price Proposal shall clearly indicate the amount in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

Note:

1. Bidder intending to submit its Proposal for any one of the tourism property shall upload in the E-procurement Website:
 - a. One set of Key Submission and Qualification Submission,
 - b. Earnest Money Deposit and one Price Proposal in the format prescribed at **Appendix H** for the tourism property for which the Bidder is intending to submit the Proposal.
 2. Bidders intending to submit Proposals for more than one tourism property (ies) shall upload in the E-procurement Website:
 - a. One set of Key Submission and Qualification Submission
 - b. Separate EMD for an amount specified in Clause 2.11.1 and Separate Price Proposal in the format prescribed at **Appendix H** for each tourism property for which the Bidder is intending to submit its Proposal.
- 1.2.6 Price Proposal are invited for the Project on the basis of the annual fee (“**Annual Fee**”) offered by a Bidder for implementing the Project with respect to each tourism property. The Annual Fee shall constitute the sole criteria for evaluation of Price Proposals. Subject to Clause 3.6.5, the Project will be awarded to the Bidder quoting the highest Annual Fee with respect to each of the Tourism Property.
- 1.2.7 The Selected Bidder shall be entitled to levy and charge a User Fee from users of the Project.

1.2.8 The details of the process to be followed in the Bid Process and the terms thereof are spelt out in this RFP

1.3 Schedule of Bidding Process

DoT shall endeavour to adhere to the following schedule:

Last date for receiving queries	2 nd January, 2015
Pre-Proposal meeting date, time and venue	On 5 th January, 2015 at 1100 Hours Office of the Director, Department of Tourism, 2nd Floor, Khanija Bhavan, 49, Race Course Road, Bangalore, India- 560001
DoT response to queries by	12 th January, 2015
Last date for submission of Proposals (the “ Proposal Due Date ”)	19 th February, 2015 at 1600 Hours
Date and time of opening of Key Submission and Qualification Submission	On the Proposal Due Date at 1700 Hours. Venue: Department of Tourism 2nd Floor, Khanija Bhavan 49, Race Course Road Bangalore, India- 560001
Date and time of opening of Price Proposals	Will be intimated to the qualified Agencies
Address for communication	The Director Department of Tourism 2nd Floor, Khanija Bhavan 49, Race Course Road Bangalore, India- 560001
Validity of Proposals	120 days from the Proposal Due Date
Letter of Award (LOA)	Within 30 days from completion of selection process
Signing of Agreement	Within 15 days of award of LOA
Earnest Money Deposit	Separate EMD to be submitted for each tourism property the Bidder is proposing to submit its Proposals for an amount specified in Clause 2.11.1 of the RFP Document.

2. INSTRUCTIONS TO BIDDERS

A. General

2.1 Eligible Bidders

2.1.1 For determining the eligibility of the Bidders, the following conditions are required to be satisfied.

- (a) The Bidder for participating in the Selection Process may be an individual, a single business entity or a group of single business entities (the “**Consortium**”), coming together to implement the Project. The term Bidder used herein would apply to an individual, a single business entity or a Consortium.

For the purpose of this RFP document, **single business entities** shall mean a company incorporated under the Companies Act, 1956 or a sole proprietorship firm registered under the Proprietorship Act, 1908 or a partnership firm registered under the Indian Partnership Act, 1932 or a society registered under the Societies Registration Act, 1860 or other similar State legislations or any combination of the above with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.3 below.

Note:

If the Bidder is:

- i. An Individual, he should furnish copy of the Service tax or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
 - ii. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - iii. A sole proprietorship firm, it should furnish copy of either the Sales/VAT/Service tax or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
 - iv. A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity
 - v. A registered society, it should furnish a copy of the IT returns for the last 3 (three) financial years preceding the Proposal Due Date and registration certificate as a proof of identity.
- (b) A Bidder should have the following experience (the “**Technical Capacity**”) to qualify for further evaluation:

- i. **For Category I Tourism Property**, the Bidder should have in the last 5 (five) Financial Years preceding the Proposal Due Date either:
 - a. Developed or constructed at least one hotel/resort/guest house having a minimum built up area of 30,000 sq ft. **Or**
 - b. Operated and managed at least one hotel/resort/ guest house having at least 8 (eight) rooms for a continuous period of 3 (three) financial years. **Or**
 - c. Operated and managed at least one resort of 1 acre with recreational facilities such as boating, water sports etc for a continuous period of 3 (three) financial years.

- ii. **For Category II Tourism Property**, the Bidder should have in the last 5 (five) Financial Years preceding the Proposal Due Date either:
 - a. Developed or constructed at least one hotel/resort/ guest house having a minimum built up area of 8000 sq ft. **OR**
 - b. Operated and managed at least one hotel/resort/ guest house having at least 5 (Five) rooms for a continuous period of 3 (three) financial years. **OR**
 - c. Operated and managed a dormitory having at least 10 beds for a continuous period of 3 (three) financial years.

- iii. **For Category III Tourism Property**, the Bidder should have in the last 5 (five) Financial Years preceding the Proposal Due Date either:
 - a. Developed or constructed at least one hotel/resort/guest house having a minimum built up area of 5000 sq ft. **OR**
 - b. Operated and managed at least one hotel/resort/ guest house having a minimum capacity of 5 (Five) rooms for a continuous period of 3 (three) financial years. **OR**
 - c. Operated and managed at least one Fast food counter, cafe, takeaway, restaurant, wayside facility with atleast 2,600 sq ft built up area (if seating area, shared or exclusive is included) for a continuous period of 3 (three) financial years. **OR**
 - d. Operated and managed at least one Fast food counter, cafe, takeaway, restaurant, wayside facility with atleast 1400 sq ft built up area (if seating area is not included) for a continuous period of 3 (three) financial years.

Note:

1. **In case the Bidder is a Consortium, the Lead Member should meet the Technical Capacity criteria as specified above.**
2. **Development/construction or operation and maintenance experience of parent/subsidiary/associate company (ies) of the Bidder would not be considered for evaluation.**

- 3. For all the assignments submitted by the Bidder, the Bidder should submit the supporting documents specified in Clause 2.15.2 of the RFP Document.**

AND

(c) Financial Capacity Criteria of the Bidder

To be qualified for further evaluation, a Bidder should have a minimum Net Worth (the “**Financial Capacity**”) of an amount as provided in the table below with respect to each Tourism Property at the close of the financial year immediately preceding the Proposal Due Date:

SI No	Name of the Tourism Property	Networth (in Rs.)
1.	Yatri Nivas and Lakeside Facility at Shanthisagar, Chennagiri Taluk, Davanagere District.	25,00,000
2.	Hotel Mayura Malaprabha, Belgaum City, Mahanteshanagar	80,00,000
3.	Yatri Nivas at Pushpagiri, Halebeedu, Hassan District	50,00,000
4.	Yatri Niwas at Shikaripur, Shimoga district, Shikaripur Taluk	25,00,000
5.	Yatri Nivas in Devarayanadurga, Tumkur District and Taluk	25,00,000
6.	Wayside Facility at Ganigapura, Gulbarga, Afzalpur Taluk	25,00,000
7.	Dormitories at Melukote, Pandupura Taluk, Mandya District	25,00,000
8.	Mayura Yatri Nivas at Aihole, Bagalkote District, Hanugunda Taluk	80,00,000
9.	Yatri Nivas at Lakkundi, Gadag District and Taluk	50,00,000
10.	Hotel Mayura Samudra, Gokarna, Uttar Kannada District	50,00,000
11.	Dormitory at Moodubidere, Dakshina Kannada District	25,00,000
12.	Hotel Mayur Keshav, Somnathapura, Mysore District	25,00,000
13.	Wayside Facility at Tannikola, Belgaum District	25,00,000
14.	Tourism Facilities in Devarayanadurga, Tumkur District, Near Yoganarasimha Swamy temple, Megadootha	25,00,000
15.	Yatri Niwas near Madhyaranga Temple ,	25,00,000

SI No	Name of the Tourism Property	Networth (in Rs.)
	Chamarajanagar District	
16.	Wayside Facility at Telgi, Basavanabagevadi Taluk, Bijapur District	25,00,000
17.	Wayside Facility at Hotel Mayur in Shiradi, Sakleshpur Taluk, Hassan District	25,00,000
18.	Fast Food Counter, Anmod, Uttar Kannada District, Joida Taluk	50,00,000

Note:

1. **In case the Bidder is a Consortium, the Financial Capacity of both the Lead Member as well as the Other Member shall be considered for the purpose of evaluation of Financial Capacity.**
2. **In case of a Company or registered society, the audited annual financial statements of the Bidder for the financial year immediately preceding the Proposal Due Date is required to be submitted.**
3. **In case of an Individual or a Partnership firm or a Proprietorship firm, if the audited annual financial statements of the Bidder for the financial year immediately preceding the Proposal Due Date is not available, a certificate from the Chartered Accountant certifying the Networth along with the certificate from the valuator with regard to the Land and Building is required to be submitted. Failure to do so would be considered as a non-responsive Proposal**

2.1.2 The Bidder should submit a Power of Attorney as per the format enclosed as **Appendix B**, authorising the signatory of the proposal to commit the Bidder.

2.1.3 Proposals submitted by a Consortium should comply with the following additional requirements:

- (a) The Proposal should contain the information required from each member;
- (b) The Proposal should include a description of the roles and responsibilities of the members;
- (c) The number of members in a Consortium would be limited to 2 (two) members, one of whom shall be designated as a Lead Member (the “**Lead Member**”) and other as Other Member; A Bidder who has applied for a Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
- (d) The members of the Consortium shall execute a Power of Attorney as per the format enclosed at **Appendix C**.
- (e) The members of the Consortium shall enter into a Joint Bidding Agreement (“**Jt. Bidding Agreement**”) and submit the same with the Proposal.

The Joint Bidding Agreement should, inter alia:

- (i) convey the intent of the members of the Consortium to enter into the Agreement in case the Project is awarded to the Consortium.
- (ii) The Lead Member would enter into the Agreement with DoT on behalf of the members of the Consortium and subsequently carry out all the responsibilities in terms of the Agreement;
- (iii) clearly outline the proposed roles and responsibilities of each member of the Consortium; and
- (iv) include a statement to the effect that the members of the Consortium shall be jointly and severally liable for the implementation of the Project in accordance with the terms of the Agreement.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Proposal as per format provided in **Appendix I**. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to Project and should fulfil the above requirements, failing which the Proposal shall be considered non-responsive).

- 2.1.4 Any entity, which has earlier been barred by DoT or Government of Karnataka from participating in its projects, would not be eligible to submit a Proposal, either individually or as member of a Consortium if such bar subsists as on the Proposal Due Date.

2.2 Scope of Proposal

- 2.2.1 DoT intends to receive Proposals from interested parties for the Project in order to identify the Successful Bidder.
- 2.2.2 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document (“**Criteria for Evaluation**”) in order to identify the Successful Bidder for the Project. The Successful Bidder would then have to enter into a PDMA with DoT, and perform its obligations as stipulated therein. The draft PDMA forms part of this RFP document.

2.3 Number of Proposals

Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder, who submits more than one Proposal, will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

2.4 Proposal Preparation Cost

The Bidder shall be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the Bidding Process. DoT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Project Inspections and Visit to the Site

2.5.1 Bidders may carry out Project inspections/ site visit/s at any time at their own cost.

2.5.2 The Bidder would be granted permission by DoT for visit of the Project site on receipt of a formal written request, reasonably in advance of the proposed date of visit.

2.5.3 It is desirable that each Bidder submits its Proposal after visiting the site and ascertaining for itself the location, surroundings, or any other matter considered relevant by it.

2.5.4 It would be deemed that by submitting the Proposal for RFP, the Bidder has:

- a. made a complete and careful examination of terms & conditions / requirements, and other information set forth in this RFP document;
- b. received all such relevant information as it has requested from DoT; and
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. the site on which the tourism property is located (Project site);
 - ii. existing facilities and structures in the Project Site;
 - iii. condition of the interiors, exteriors, appurtenances and the layout of the building and open space around the property;
 - iv. the conditions of the access roads and utilities in the vicinity of the Project Site;
 - v. conditions affecting transportation, access, disposal, handling and storage of materials;
 - vi. clearances obtained by DoT for the Project;
 - vii. Business potential of tourism property/s;
 - viii. Extent of land in actual possession of DoT and deviations if any, irrespective of the extent of deviation, from the extent of land details mentioned in this RFP document; and
 - ix. all other matters that might affect the Bidder's performance under the terms of this RFP document.

2.5.5 DoT shall not be liable for any mistake or error on the part of the Bidder in respect of the above. It is hereby made clear that the PDMA with regard to the properties are being entered into on “AS IS WHERE IS BASIS” and no dispute or complaints with

regard to it shall be entertained subsequently and DoT shall not be responsible for any loss or hardship that the Second Party may suffer because of the same.

2.6 Right to Accept or Reject any of the Proposals

2.6.1 Notwithstanding anything contained in this RFP, DoT reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event DoT rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Proposals hereunder.

2.6.2 DoT reserves the right to reject any Proposal and appropriate the EMD if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/rejected. If such disqualification/rejection occurs after the Proposals have been opened and the highest Bidder gets disqualified/rejected, then DoT reserves the right to:

- (i) invite the remaining Bidders to match the Highest Bidder/submit their Proposals in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of DoT, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Draft PDMA or after its execution and during the period of subsistence thereof, including the right thereby granted by DoT, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the PDMA, and if the Bidder has already been issued the LOA or has entered into the PDMA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DoT to the Bidder, without DoT being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be. In such an event, DoT shall forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine compensation and damages

payable to DoT for, inter alia, time, cost and effort of DoT, without prejudice to any other right or remedy that may be available to DoT.

- 2.6.4 DoT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of DoT to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DoT thereunder.

B. Documents

2.7 Contents of RFP

The RFP Document comprises the contents as listed below, and would additionally include any Addenda issued in accordance with Clause 2.8.

Part I	Instructions to Bidders
Part II	Draft Project Development and Management Agreement (PDMA)

2.8 Amendment of RFP

- 2.8.1 At any time prior to the Proposal Due Date, DoT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda. Any Addendum issued hereunder will be published in E-Procurement Website and the published details shall be binding on the participating Bidders.

- 2.8.2 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, DoT may, at its own discretion, extend the Proposal Due Date. Information about extension of the Proposal Due Date will be published in the E-Procurement Website.

2.9 Clarifications

Interested Bidder requiring any clarification on the RFP document may notify DoT in writing or by fax and e-mail to the below address. The envelopes/ communication shall clearly bear the following identification/ title:

Queries/Request for Additional Information: RFP for “Selection of Entities for Management of Tourism Properties on Renovate, Operate, Maintain and Transfer (ROMT) Basis”.

Director
Department of Tourism
Government of Karnataka

2nd Floor, Khanija Bhavan
West Wing No. 49, Race Course Road
Bangalore-560001
Fax: 080-22352626
Email: director@karnatakaturism.org

The Bidders should send in their queries latest by the **last date of receiving queries** mentioned in Clause 1.3, Schedule of Bidding Process. DoT would endeavour to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be uploaded in the E-procurement Website without identifying the source of the enquiry.

C. Preparation and Submission of Proposal

2.10 Language and Currency

2.10.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations in English language duly certified by a competent person (Statutory Auditor, Company Secretary, Director of the Company). Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.10.2 The currency for the purpose of the Proposal shall be Indian Rupee (INR). DoT reserves the right to use any suitable exchange rate, if the Proposal is submitted in any other currency for the purpose of uniformly evaluating all Bidders.

2.11 Earnest Money Deposit (“EMD”)

2.11.1 Proposals would need to be accompanied by an EMD for the amount specified in the table below for each of the tourism property (“EMD”) for which the Bidder is intending to submit its Proposal.

The Bidder shall furnish EMD for an amount specified in the table below through E-Procurement Website through any one of the following e-Payment options only.

- (i) Credit Card
- (ii) Direct Debit
- (iii) National Electronic Funds Transfer (NEFT)
- (iv) Over the Counter (OTC) – designated Axis Bank branches located across the country

The e-payment made under any of the above options shall remain valid for a period of 180 (One hundred and eighty) days from the Proposal Due Date, or beyond any period of extension subsequently as determined by Authority from time to time.

The Proposal shall be summarily rejected if it is not accompanied by the entire EMD amount as specified in the table below against each of the tourism property.

Sl No	Tourism Property	Name of the Tourism Property	Amount of EMD (in Rs)
1.	Hotel and Lakeside Facilities	1. Yatri Nivas and Lakeside Facility at Shanthisagar, Chennagiri Taluk, Davanagere District.	61000
2.	Hotels	2. Hotel Mayura Malaprabha, Belgaum City, Mahanteshanagar	321000
		3. Yatri Nivas at Pushpagiri, Halebeedu, Hassan District	150000
		4. Yatri Niwas at Shikaripur, Shimoga district, Shikaripur Taluk	24000
		5. Yatri Nivas in Devarayanadurga, Tumkur District and Taluk	32000
		6. Wayside Facility at Ganigapura, Gulbarga, Afzalpur Taluk	100000
		7. Dormitories at Melukote, Pandupura Taluk, Mandya District	47000
		8. Mayura Yatri Nivas at Aihole, Bagalkote District, Hanugunda Taluk	231000
		9. Yatri Nivas at Lakkundi, Gadag District and Taluk	113000
		10. Hotel Mayura Samudra, Gokarna, Uttar Kannada District	128000
		11. Dormitory at Moodubidere, Dakshina Kannada District	36000
		12. Hotel Mayur Keshav, Somnathapura, Mysore District	51000
		13. Wayside Facility at Tannikola, Belgaum District	53000
		14. Tourism Facilities in Devarayanadurga, Tumkur District, Near Yoganarasimha Swamy temple, Megadootha	40000

Sl No	Tourism Property	Name of the Tourism Property	Amount of EMD (in Rs)
		15. Yatri Niwas near Madhyaranga Temple , Chamarajanagar District	23000
3.	Fast Food and Wayside Amenities	16. Wayside Facility at Telgi, Basavanabagevadi Taluk, Bijapur District	16000
		17. Wayside Facility at Hotel Mayur in Shiradi, Sakleshpur Taluk, Hassan District	73000
		18. Fast Food Counter, Anmod, Uttar Kannada District, Joida Taluk	153000

2.11.2 The EMD shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The EMD submitted by the Successful Bidder shall be released on submission of Performance Security and signing of the PDMA.

2.11.3 The EMD shall be forfeited in the following cases:

- a. If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.18.
- b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- d. If a Bidder engages in a corrupt or undesirable practices;
- e. In the case the Successful Bidder, fails within the specified time limit to:
 - i. sign and return the duplicate copy of LoA;
 - ii. sign the PDMA with DoT; or
 - iii. furnish the Performance Security within the prescribed period.

2.12 Validity of Proposal

Proposal shall remain valid for a period not less than 120 (Hundred and Twenty) days from the Proposal Due Date ("**Proposal Validity Period**"). DoT reserves the right to reject any Proposal, which does not meet this requirement.

2.13 Extension of Validity of Proposal

2.13.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, DoT may request Bidders to extend the Proposal Validity Period for a specified

additional period.

2.13.2 A Bidder may refuse the request without forfeiting its EMD. A Bidder agreeing to the request will not be allowed to modify its Proposal, except as provided under Clause 2.18 but would be required to extend the validity of its EMD for the period of extension.

2.13.3 The Successful Bidder shall, where required, extend the Proposal Validity Period till the date of execution of the PDMA.

2.14 Format and Signing of Proposal

2.14.1 Bidders should submit all the information as per this RFP document in the specified format in electronic mode. DoT would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

2.14.2 The Proposal shall be typed or written in indelible ink and the Bidder shall initial each page. In case of printed and published Documents, only the cover shall be initialled. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

2.14.3 All documents of the Proposal submitted in electronic mode under this RFP shall be uploaded on E-Procurement website: www.eproc.karnataka.gov.in using digital signature

2.15 Sealing and Marking of Proposals

2.15.1 The Bidder shall submit the Proposal in the format specified in Clause 2.15.2.

2.15.2 The Bidder shall submit the following documents in the electronic mode using their digital signature in the correct slots in E-Procurement Website before the Proposal Due Date. The documents accompanying the Proposal(s) submission shall include.

“Key Submission and Qualification Submission”

- a. Scanned copy of the covering Letter-cum-Project Undertaking, clearly stating the validity of the Proposal as per format at **Appendix A**.
- b. Scanned copy of the Power of Attorney for Signing of Proposal as per the format at **Appendix B**.
- c. Scanned copy of the Power of Attorney for Lead Member of Consortium, if any, as per the format at **Appendix C**.

- d. Scanned copy of the Anti-Collusion Certificate as per the format at **Appendix D**.
- e. Scanned copy of the details of Bidder along with supporting documents as per the format at **Appendix E**. In case the Bidder is:
 - (i) An Individual, it should furnish copy of the Service tax or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity
 - (ii) A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - (iii) A sole proprietorship firm, it should furnish copy of either the Sales/VAT/Service tax or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
 - (iv) A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity
 - (v) A registered society, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date and registration certificate as a proof of identity.
- f. Scanned copy of the experience of the Bidder as per the format at **Appendix F** along with the supporting documents.
- g. Scanned copy of the Financial Capability of the Bidder as per the format at **Appendix G** along with the Statutory Auditor certificate.
- h. Scanned copy of the Jt. Bidding Agreement, in case of a Consortium substantially in the format at **Appendix I**.

“Price Proposal”

The Bidder shall submit the Price Proposal on the E-Procurement Website. The specimen of the Price Proposal is provided at **Appendix H** of this document.

Note:

1. Bidder intending to submit its Proposal for any one tourism property shall upload:
 - a. One set of Key Submission and Qualification Submission
 - b. Earnest Money Deposit as specified in Clause 2.11.1 for the tourism property which the Bidder is submitting the Proposal and
 - c. One Price Proposal in the format prescribed at Appendix H for the tourism property for which the Bidder is submitting the Proposal.
2. Bidders intending to submit Proposals for more than one tourism property (ies) shall upload:

- a. One set of Key Submission and Qualification Submission
- b. Separate Earnest Money Deposit as specified in Clause 2.11.1 for each tourism property which the Bidder is submitting the Proposal and
- c. Separate Price Proposal in the format prescribed at Appendix H for each tourism property for which the Bidder is intending to submit its Proposal.

2.15.3 The envelopes shall be addressed to:

Attn. of Director
Address Department of Tourism
 Government of Karnataka
 2nd Floor, Khanija Bhavan
 West Wing No. 49, Race Course Road
 Bangalore-560001

2.15.4 DoT reserves the right to seek original documents for verification of any documents submitted in electronic mode or any other additional documents on opening of the Proposals.

2.16 Proposal Due Date

2.16.1 Proposals should be submitted in electronic mode in the E-Procurement Website on or before 1600 hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.15.3 in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be acceptable.

2.16.2 E-Procurement platform locks acceptance of Proposals on expiry of Proposal Due Date and as such no Proposals can be submitted thereafter.

2.16.3 DoT may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.17 Late Proposals

Any Proposal received by DoT after the time mentioned in Clause 2.16 shall not be eligible for consideration and shall be summarily rejected.

2.18 Modifications/ Substitution/ Withdrawal of Proposals

2.18.1 Bidder may modify or withdrawn the Proposals electronically on E-Procurement platform before the Proposal Due Date.

2.18.2 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the EMD in accordance with Clause 2.11 of this document.

2.19 Pre-Proposal Meeting

2.19.1 To clarify and discuss issues with respect to the Project and the RFP, DoT may hold Pre-Proposal meeting(s).

2.19.2 Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries, if any, on the Project requirements and/or the PDMA. Bidders must formulate their queries and forward the same to DoT as per RFP Time Schedule prior to the meeting. DoT may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP.

2.19.3 DoT will endeavour to hold the Pre-Proposal meeting(s) as per RFP Time Schedule. The details of the meeting(s) will be separately communicated to the Bidders.

2.19.4 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. However, subsequent to the meeting(s), DoT may not respond to queries from any Bidder.

2.19.5 All correspondence / enquiries should be submitted to the following in writing by fax/ registered post / courier:

Attn. Of: Director
Address: Department of Tourism
Government of Karnataka
2nd Floor, Khanija Bhavan
West Wing No. 49, Race Course Road
Bangalore-560001

2.19.6 No interpretation, revision, or other communication from DoT regarding this solicitation is valid unless it is in writing and is signed by the Director, Department of Tourism, Government of Karnataka. DoT will upload its responses in the E-procurement Website, including a description of the enquiry without identifying its source.

D. Evaluation of Proposal

2.20 Proposal Opening

2.20.1 DoT would open the Key Submission and Qualification Submission on the Proposal Due Date for the purpose of evaluation.

2.20.2 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.

2.20.3 DoT would subsequently examine and evaluate Proposals in accordance with the criteria set out in Section 3.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. DoT will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. DoT will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.22 Tests of Responsiveness

2.22.1 Prior to evaluation of Proposals, DoT will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal:

- a. is received before the Proposal Due Date including any extension thereof pursuant to Clause 2.16.23.
- b. is received through E-Procurement Website as stipulated in Clause 2.15.
- c. contains the information, EMD and documents as requested in the RFP.
- d. contains information in formats specified in the RFP.
- e. mentions the validity period as set out in Clause 2.13.
- f. it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.1.3.
- g. it provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by DoT without communication with the Bidder). DoT reserves the right to determine whether the information has been provided in reasonable detail.
- h. there are no inconsistencies between the Proposal and the supporting documents.

2.22.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a. affects in any substantial way, the scope, quality, or performance of the Project, or

- b. limits in any substantial way, inconsistent with the RFP document, DoT 's rights or the Bidder's obligations under the PDMA, or
- c. unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.

2.22.3 Bidders may note that DoT will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft PDMA. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.22.4 DoT reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DoT in respect of such Proposals.

2.23 Clarifications

To assist in the process of evaluation of Proposals, DoT may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification / substantiation. The responses will be uploaded in E-Procurement Website without identifying the source of queries.

2.24 Consultant(s) or Advisor(s)

To assist in the examination, evaluation, and comparison of Proposals, DoT may utilise the services of consultant(s) or advisor(s).

2.25 Proposal Evaluation

2.25.1 Evaluation of Proposals submissions would be carried out in the following three steps and in more detail in Section 3 and 4. DoT reserves the right to seek any document submitted in the E-Procurement Website in the form of hard copy for the purpose of clarification.

- a. **Stage 1-** The first step would involve a test of responsiveness based on the Key Submissions. Those Proposals found to be substantially responsive would be evaluated in the next stage i.e. the Qualification Step.
- b. **Stage 2-** In the Qualification step, the information of the Bidders relating to their eligible experience comprising Technical Capacity and Financial Capacity

(“**Qualification Criteria**”) would be evaluated. Bidders who meet the Qualification Criteria would be considered as technically qualified bidders (the “**Technically Qualified Bidders**”) and shall be qualified for the next stage of evaluation.

- c. **Stage 3-** Price Proposals of the Technically Qualified Bidders would be considered for opening and evaluated as per Clause 3.6.5.

The Bidder offering the highest Annual Fee for each of the Tourism Property would be declared as the Preferred Bidder.

2.25.2 DoT may either choose to accept the Proposal of the Preferred Bidder or invite the Preferred Bidder for negotiations.

2.25.3 Upon acceptance of the Proposal of the Preferred Bidder with or without negotiations, DoT shall declare the Preferred Bidder as the Successful Bidder.

2.26 Notifications

DoT will notify the Successful Bidder by a Letter of Acceptance (LoA) that the Proposal has been accepted.

2.27 Letter of Acceptance (LoA) and Execution of PDMA

2.27.1 The Successful Bidder¹ within 2 (two) weeks from the date of issue of the LoA, shall acknowledge the LoA and return a copy thereof to DoT.

2.27.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the PDMA within the period of 7 (seven) days. The Selected Bidder shall not be entitled to seek any deviation in the PDMA.

2.27.3 The Successful Bidder shall furnish Performance Security to DoT as per the PDMA by way of an irrevocable revolving Bank Guarantee simultaneously with signing of the PDMA or within such further time as DoT may agree to in its sole discretion.

2.27.4 Failure of the Successful Bidder to furnish the Performance Security or enter into a PDMA with DoT as provided in 2.27.1 or 2.27.2 would constitute sufficient grounds for the annulment of LoA. In such event, DoT reserves the right to

- a. forfeit the EMD amount of the Successful Bidder, and
- b. either invite the Bidder with the next best offer for negotiations, or

¹ In case the Successful Bidder is a Consortium, then the Lead member shall acknowledge the LoA.

- c. take any such measure as may be deemed fit in the sole discretion of DoT, including annulment of the Bidding Process.

2.27.5 DoT will promptly notify other Bidders that their Proposals have been unsuccessful and their EMD will be returned as promptly as possible as and in any case not later than eight (8) weeks from the date of announcement of the Successful Bidder.

3. CRITERIA FOR EVALUATION

A. General

3.1 Qualification Evaluation Parameters

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.1 above shall qualify for evaluation under this Section 3. Proposals of an individual, single business entity/consortium who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence, capability and eligibility are proposed to be established by the following parameters:
- (a) Technical Capacity in terms of similar experience
 - (b) Financial capability in terms of Networth
- 3.1.3 On each of the parameters, the Bidder would be required to meet the qualification criteria as detailed in Clause 2.1.1.

B. Qualification Evaluation

3.2 Technical Capacity

The Bidder should satisfy the experience criteria as specified in Clause 2.1.1 (b) to qualify for further evaluation.

3.3 Details of Technical Capacity

- 3.3.1 The Bidder should furnish the details of experience for the last 5 (five) financial years immediately preceding the Proposal Due Date. The Bidder should furnish adequate evidence to support its claim as per **Appendix F**.
- 3.3.2 In case, the Bidder has executed the project as a member of a consortium, then, the inter se agreement signed by the consortium members clearly setting out the role of the Bidder and the Bidder's scope of work would need to be submitted in addition to certificate from the client.

3.4 Financial Capability

- 3.4.1 Financial Capability of the Bidders would be evaluated on the basis of Net worth as at the end of the most recent financial year (**Ref. Appendix G**)
- 3.4.2 The Bidder would be required to meet all the criteria as per Clause 2.1.1.(c), to qualify on the Financial Capability Criteria.

- 3.4.3 The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- 3.4.4 The Proposal must be accompanied by the audited annual financial statements of the Bidder for the financial year immediately preceding the Proposal Due Date in case of a Company or registered Society. In case of an Individual or a Partnership Firm or a Proprietorship Firm if the audited annual financial statements of the Bidder for the financial year immediately preceding the Proposal Due Date are not available, a certificate from the Chartered Accountant certifying the Networth is required to be submitted.
- 3.4.5 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for the year preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

3.5 Special Conditions for a Consortium

- 3.5.1 In case of a Consortium the experience of members of Consortium would be taken for evaluation.
- 3.5.2 The net worth would be taken as an arithmetic sum of the net worth of the members of the Consortium. The Consortium would be required to meet the financial capability criteria mentioned in Clause 3.5.

3.6 Evaluation Parameters for Price Proposal

- 3.6.1 Price Proposals of only those Bidders who have been considered as Technically Qualified Bidders would be opened for evaluation.
- 3.6.2 The Price Proposal shall be the Annual Fee offered by the Bidder to DoT in the format at **Appendix H**. The Annual Fee shall be payable to DoT as per the terms and conditions of the PDMA.
- 3.6.3 The Bidder quoting the highest Annual Fee would be declared as the Preferred Bidder ("**Preferred Bidder**").
- 3.6.4 In the event that two or more Bidders quote the same highest Annual Fee for a particular tourism property, (the "**Tie Bidders**"), DoT shall identify the Preferred

Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.6.5 The Price Proposal shall be opened in the following order.

SI No	Tourism Property	Name of the Tourism Property
1.	Hotel and Lakeside Facilities	1. Yatri Nivas and Lakeside Facility at Shanthisagar, Chennagiri Taluk, Davanagere District.
2.	Hotels	2. Hotel Mayura Malaprabha, Belgaum City, Mahanteshanagar
		3. Yatri Nivas at Pushpagiri, Halebeedu, Hassan District
		4. Yatri Niwas at Shikaripur, Shimoga district, Shikaripur Taluk
		5. Yatri Nivas in Devarayanadurga, Tumkur District and Taluk
		6. Wayside Facility at Ganigapura, Gulbarga, Afzalpur Taluk
		7. Dormitories at Melukote, Pandupura Taluk, Mandya District
		8. Mayura Yatri Nivas at Aihole, Bagalkote District, Hanugunda Taluk
		9. Yatri Nivas at Lakkundi, Gadag District and Taluk
		10. Hotel Mayura Samudra, Gokarna, Uttar Kannada District
		11. Dormitory at Moodubidere, Dakshina Kannada District
		12. Hotel Mayur Keshav, Somnathapura, Mysore District
		13. Wayside Facility at Tannikola, Belgaum District
		14. Tourism Facilities in Devarayanadurga, Tumkur District, Near Yoganarasimha Swamy temple, Megadootha
		15. Yatri Niwas near Madhyaranga Temple , Chamarajanagar District
3.	Fast Food and Wayside Amenities	16. Wayside Facility at Telgi, Basavanabagevadi Taluk, Bijapur District
		17. Wayside Facility at Hotel Mayur in Shiradi, Sakleshpur Taluk, Hassan District
		18. Fast Food Counter, Anmod, Uttar Kannada District,

SI No	Tourism Property	Name of the Tourism Property
		Joida Taluk

The Bidder quoting the Highest Annual Fee would be declared as the Preferred Bidder for a particular Tourism Property. To be considered for more than one tourism property, a Bidder must demonstrate to have Financial Capacity as set out in Clause 2.1.1 (c) for the tourism property for which it has submitted the Price Proposal. At the outset, the Price Proposal of all Technically Qualified Bidders shall be opened for tourism property No. 1. The Bidder quoting the highest Annual fee amount would be the Preferred Bidder for tourism property No.1. Thereafter the Price Proposal of all Technically Qualified Bidders for the tourism property No.2 could be opened. However, if the Preferred Bidder of the tourism property No 1 has also submitted its Price Proposal for tourism property No.2, then its residual Financial Capacity would be assessed and if his Residual Financial Capacity is adequate for tourism property No. 2 then its Price Proposal for the tourism property No. 2, would be considered for opening. In case the Financial Capacity of the Preferred Bidder is exhausted and the Residual Financial Capacity is not adequate for tourism property 2, then the Price Proposal of such Preferred Bidder shall not be opened for tourism property No. 2. The Preferred Bidder for tourism property No. 2 would be the Bidder quoting the highest Annual Fee among the remaining Technically Qualified Bidders. The evaluation of the Price Proposals of other tourism properties would be continued in the aforesaid manner.

Note: Residual Financial Capacity of the Bidder shall be the Financial Capacity calculated by deducting the entire Financial Capacity required for the tourism property(ies) for which he is the Preferred Bidder from his Financial Capacity. The calculation of Residual Financial Capacity shall be carried out for each of the tourism property for which he is considered as a Preferred Bidder.

Following illustration is provided for the purpose of clarity;

Suppose, Bidder A, B, C and D are the Technically Qualified Bidders who have submitted Price Proposals as given below with respect to tourism properties 1 to 5:

S No.	Name of the Tourism Property	Name of the Bidder who submitted the proposal
1.	Yatri Nivas and Lakeside Facility at Shanthisagar, Chennagiri Taluk, Davanagere District.	A, B and C
2.	Hotel Mayura Malaprabha, Belgaum City, Mahanteshanagar	B, C and D

3.	Yatri Nivas at Pushpagiri, Halebeedu, Hassan District	B, C
4.	Yatri Niwas at Shikaripur, Shimoga district, Shikaripur Taluk	B
5.	Yatri Nivas in Devarayanadurga, Tumkur District and Taluk	B

In the above scenario,

Step 1, the Price Proposals received for tourism property No 1 from all the Bidders i.e. A, B and C shall be opened. If “B” offers the Highest Annual Fee in accordance with this RFP, then “B” shall be declared as the Preferred Bidder for tourism property No. 1.

Step 2 the Price Proposals received for Tourism Property No. 2 shall be opened. In the above example, before opening the Price Proposal of B for tourism property No. 2, the Financial Capacity of B for Tourism Property No. 2 would be assessed and if his Financial Capacity is not exhausted and the remaining Financial Capacity is adequate for tourism property No. 2, then his Price Proposal for the tourism property No. 2, would be considered for opening. Suppose, “C” offers the Highest Annual Fee payable to DoT for Tourism Property No 2 then C shall be declared as the preferred Bidder for Tourism Property No. 2.

Step 3, the Price Proposals received for Tourism Property No. 3 shall be opened. At this stage, before opening the Price Proposal of B and C for tourism property No. 3, the Financial Capacity of B & C for Tourism Property No. 3 would be assessed and if their Financial Capacity is not exhausted and the remaining Financial Capacity is adequate for tourism property No. 3, then the Price Proposal of both B & C for the tourism property No. 3, would be considered for opening. If “B” offers the Highest Annual Fee, then B shall be declared as the preferred Bidder for Tourism Property No. 3.

Step 4, the Price Proposals received for Tourism Property No. 4 shall be opened. At this stage, before opening the Price Proposal of B for tourism property No. 4, the Financial Capacity of B for Tourism Property No. 4 would be assessed and if his Financial Capacity is not exhausted and the remaining Financial Capacity is adequate for tourism property No. 4, then his Price Proposal for the tourism property No. 4, would be considered for opening and shall be declared as the preferred Bidder for Tourism Property No 4.

Step 5, the Price Proposals received for Tourism Property No. 5 shall be opened. At this stage, before opening the Price Proposal of B for tourism property No. 5, the Financial Capacity of B for Tourism Property No. 5 would be assessed and if his

Financial Capacity is not exhausted, then his Price Proposal for the tourism property No. 5, would not be considered for opening.

The procedure applicable for selection of preferred Bidder for tourism properties from 1 to 5 shall apply mutatis mutandis for the rest of the Tourism Properties No.6 to 18.

- 3.6.6 In the event, no Proposals are received for a particular Tourism Property, the Authority shall have the discretion to annul the process for that particular Tourism Property and invite fresh Proposals for that particular Tourism Property.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, DoT may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2. Without prejudice to the rights of DoT under Clause 4.1 hereinabove, if a Bidder is found by DoT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by DoT during a period of 2 (two) years from the date such Bidder is found by DoT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DoT who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the PDMA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DoT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the PDMA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the PDMA, who at any time has been or is a legal, financial or technical adviser of DoT in relation to any matter concerning the Project;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DoT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 A Pre-Proposal conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have obtained the Bidding Document shall be allowed to participate in the Pre-Proposal conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of the authorization letter from the Bidder.
- 5.2 During the course of Pre-Proposal conference, the Bidder will be free to seek clarifications and make suggestions for consideration of DoT. DoT shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Further, a presentation, to inform the Bidders on submission of Proposals on E-Procurement platform would also be arranged by DoT during the Pre-Proposal Conference.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 DoT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to DoT by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DoT, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7. APPENDIXES

APPENDIX A: FORMAT FOR COVERING LETTER-CUM PROJECT UNDERTAKING

(On the Letterhead of the Bidder)

To
The Director,
Department of Tourism
Government of Karnataka
2nd Floor, Khanija Bhavan
West Wing No. 49, Race Course Road
Bangalore-560001
Ph: 080-22352828

Dear Sir:

Ref: Selection of Entities for Management of Tourism Properties on ROMT Basis

- Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “**the Bidder**”), and having reviewed and fully understood all of the information provided in the Request for Proposal (RFP) document provided to us by **DoT** in respect of the captioned Project, the undersigned hereby submits the Proposal in response to the RFP.
- For your evaluation, we are enclosing our Proposal i.e Key Submission and Qualification Submission and Price Proposal in original with the details as per the requirements of the RFP for the following Tourism Properties along with the Earnest Money Deposit for the respective Tourism Property.

Tourism Property	Name of the Tourism Property	Amount of Earnest Money Deposit (in Rs)
Hotels and Hotels with lakeside Facilities	i.	
Hotels	i.	
	ii.	
	ii.	
Wayside Amenities	i.	
	ii.	
	iii.	

- I/We have studied all the Bidding Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the PDMA, we shall have no claim, right or title arising out of any documents or information

provided to us by the DoT or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of the Project.

4. We confirm that our Proposal is valid for a period of 120 (Hundred and Twenty) days from Proposal Due Date.
5. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the DoT. We would be solely responsible for any errors or omissions in our Proposal.
6. We understand that any omission, commission or mis-statement in facts provided by us will make our Proposal invalid at any time during the Bidding Process and also after award of the Project. DoT reserves the right to take appropriate action accordingly. We understand that DoT reserves the right to accept or reject any or all the Proposals and reserves the right to withhold and/or cancel the Bidding Process.
7. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.
8. We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed PDMA, a draft of which also forms a part of the RFP document provided to us.

9. In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into PDMA in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

**APPENDIX B: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
PROPOSAL**

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our for taking up on Selection of Entities for Management of Tourism Properties on ROMT Basis of the Department of Tourism, Government of Karnataka, (hereinafter referred to as DoT), including signing and submission of all documents and providing information / responses to DoT in all matters in connection with our Proposal for the Project;

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

In witness whereof we, _____ the above named Principal have executed this power of attorney on this _____ day of _____, 2014.

For _____
(Signature, name and designation and address)

Witnesses:

- 1.
- 2.

(Notorised)

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Date :

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *In case the Proposal is signed by an authorised Director, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
4. *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**APPENDIX C: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF
CONSORTIUM**

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the ***** (the “**Authority**”) has invited bids from pre-qualified Bidders for the
***** Project (the “**Project**”).

Whereas,, and
(collectively the “**Consortium**”) being Members of the Consortium are interested in bidding
for the Project in accordance with the terms and conditions of the Request for Proposal and
other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the
Lead Member with all necessary power and authority to do for and on behalf of the
Consortium, all acts, deeds and things as may be necessary in connection with the
Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s.
....., having our registered office at, and M/s.
....., having our registered office at, (hereinafter collectively
referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute,
appoint and authorise M/s, having its registered office at
....., being one of the Members of the Consortium, as the Lead Member
and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and
hereby irrevocably authorise the Attorney (with power to subdelegate) to conduct all business
for and on behalf of the Consortium and any one of us during the bidding process and, in the
event the Consortium is awarded the Right/ PDMA, during the execution of the Project, and
in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts,
deeds or things as are necessary or required or incidental to the submission of its bid for the
Project, including but not limited to signing and submission of all applications, bids and other
documents and writings, accept the Letter of Award, participate in bidders’ and other
conferences, respond to queries, submit information/ documents, sign and execute contracts
and undertakings consequent to acceptance of the bid of the Consortium and generally to
represent the Consortium in all its dealings with the Authority, and/ or any other Government
Agency or any person, in all matters in connection with or relating to or arising out of the
Consortium’s bid for the Project and/ or upon award thereof till the PDMA is entered into
with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and
things done or caused to be done by our said Attorney pursuant to and in exercise of the
powers conferred by this Power of Attorney and that all acts, deeds and things done by our
said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to
have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

(To be executed by all the members of the Consortium)

Note:

- 1. To be executed only in case of a Consortium*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 4. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX D: FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the Letterhead of the Bidder)

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for the Project, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2014

.....
(Name of the Bidder)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

APPENDIX E: FORMAT FOR DETAILS OF BIDDER

1.
 - (a) Name
 - (b) Country of incorporation
 - (c) Address of the registered office, corporate headquarters, and its branch office(s), if any, in India
 - (d) Date of incorporation and/or commencement of business.

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s).

3. Details of individual (s) who will serve as the point of contact / communication with DoT:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
 - (h) Mobile Number :

5. In case of a Consortium:
 - (a) the information above (1-4) should be provided for both the members of the consortium.
 - (b) information regarding role of each member should be provided as per table below:

S. No.	Name of Member	Role (Specify whether Lead Member or Operator)
1.		

2.		
----	--	--

6. A statement by the Entity disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

APPENDIX F: FORMAT FOR EXPERIENCE OF THE BIDDER

1. For claiming Development and Construction Experience FOR CATEGORY I, II & III TOURISM PROPERTY use the below format

Name of the hotel/resorts/guest house	
Location :	
Name of the Client & Address:	
Total Built up area in Sq ft	
Duration of Project:	Start Date (Month/Year): Completion Date (Month/Year):
Description of Actual Scope of Work:	

Name of the Bidder: _____

General Instructions:

1. Development or Construction experience of parent/subsidiary/associate company (ies) would not be considered.
2. Submit separate Sheet with respect of each Project. The Project cited must comply with the eligibility criteria specified in Clause 2.1.1 (b) (i) (a) of the RFP.
3. Along with the above format and information, the Bidders are required to submit following documentary evidences for proof of the same.
 - (i) Copy of the completion certificate from the respective Client
 - (ii) The following certificate from the Statutory Auditor should be attached as proof of experience in the following format:

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____
[Name of the Bidder], and certify that _____ (*name of the hotel/resort/guest house*) (*the Project*) is been developed/ constructed by M/s _____
[Name of the Bidder]. We also certify that the Project was completed on _____ (*date of completion of the Project*) and has built up ____ area (*in Sq ft*). This certificate is being issued to be produced before Department of Tourism,

Government of Karnataka.

Seal and Signature of the Statutory Auditor

Date : _____

Place: _____

Note:

- It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.

2. For claiming Operation and Maintenance Experience for CATEGORY I & II & III TOURISM PROPERTY use the below format:

Name of the hotel/resorts/guest house/ dormitory	
Location :	
Name of the Client & Address:	
Total No of Rooms	Total No of Beds
Duration of Project:	Start Date (Month/Year): Completion Date (Month/Year):
Narrative Description of Facilities:	
Description of Actual Scope of Work:	

Name of the Bidder: _____

General Instructions:

1. Operating and Maintenance experience of parent/subsidiary/associate company (ies) of the Bidder would not be considered.
2. Submit separate Sheet with respect of each Project. The Project cited must comply with the eligibility criteria specified in Clause 2.1.1 (b) (ii) (b) of the RFP.

3. Along with the above format and information, the Bidders are required to submit following documentary evidences for proof of the same.
- (i) Copy of the completion certificate from the respective Client
 - (ii) The following certificate from the Statutory Auditor should be attached as proof of experience in the following format:

<p>TO WHOMSOEVER IT MAY CONCERN</p> <p>We have verified the relevant statutory and other records of M/s _____ <i>[Name of the Bidder]</i>, and certify that _____ <i>(name of the hotel/resort/ guest house)</i> has been operated and managed by M/s _____ <i>[Name of the Bidder]</i>. We also certify that the Project was completed on _____ <i>(date of completion of the Project)</i> and has _____ number of rooms/number of Beds <i>[strict out whichever is not applicable]</i>. This certificate is being issued to be produced before Department of Tourism, Government of Karnataka</p> <p style="text-align: right;">Seal and Signature of the Statutory Auditor</p> <p style="text-align: right;">Date : _____</p> <p style="text-align: right;">Place: _____</p>

Note:

- It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.
3. **For Claiming Operation and Maintenance Experience for CATEGORY III TOURISM PROPERTY in case of Fast food counter, cafe, takeaway, restaurant, wayside facility use the below format:**

Name of the Fast food Counter/cafe/takeaway/ restaurant, wayside facility:	
Location :	
Name of the Client & Address:	

Built up area covered in sq ft	
Duration of Project:	Start Date (Month/Year): Completion Date (Month/Year):
Description of Actual Scope of Work:	

1. Operating and Maintenance experience of parent/subsidiary/associate company (ies) of the Bidder would not be considered.
2. Submit separate Sheet with respect of each Project. The Project cited must comply with the eligibility criteria specified in Clause 2.1.1 (b) (iii) (c &d) of the RFP.
3. Along with the above format and information, the Bidders are required to submit following documentary evidences for proof of the same.
 - (i) Copy of the completion certificate from the respective Client.
 - (ii) The following certificate from the Statutory Auditor should be attached as proof of experience in the following format:

<p>TO WHOMSOEVER IT MAY CONCERN</p> <p>We have verified the relevant statutory and other records of M/s _____ <i>[Name of the Bidder]</i>, and certify that _____ <i>(Name of the Fast food Counter/cafe/takeaway/ restaurant, wayside facility) (the “Project”)</i> has been operated and managed by M/s _____ <i>[Name of the Bidder]</i>. We also certify that the Project was completed on _____ <i>(date of completion of the Project)</i> and has _____ <i>built up area (in Sq ft including the seating area)</i> and _____ <i>built up area (in Sqft excluding the seating area)</i>. This certificate is being issued to be produced before Department of Tourism, Government of Karnataka.</p> <p style="text-align: right;">Seal and Signature of the Statutory Auditor</p> <p style="text-align: right;">Date : _____</p> <p style="text-align: right;">Place: _____</p>
--

Note:

- It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.

APPENDIX G: FORMAT FOR FINANCIAL CAPACITY OF THE BIDDER

NAME OF THE ENTITY	NETWORTH (IN RS)

Name & address of Entity's Bankers:

General Instructions:

1. For the purposes of this RFP document Net Worth shall mean
 - (i) For an Individual = Value of Land and Building+ Investment in Banks Deposits +Investments in Mutual Funds + Current Account Deposit+ Saving Account Deposit+ Government and Non-Government Security and Bonds+ listed Shares and other listed securities – (Loans and Advances taken on the Land and Building, Government and Non-Government Security and Bonds, listed Shares and other listed securities)
 - (ii) For Company = (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 - (iii)For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners
 - (iv)For Sole Proprietorship Firm = Aggregate of Proprietors' capital account + Reserves - Aggregate of drawings by Proprietor - Aggregate of advances to Proprietor + Investments in Bank Deposits + Investments in Mutual Funds - (Loans and Advances taken on the Land and Building, Government and Non-Government Security and Bonds, listed Shares and other listed securities).
 - (v) For a Society= (Subscribed and paid-up equity + Reserves) less (Revaluation reserves + Miscellaneous expenditure not written off + Accrued liabilities)
2. The Bidder shall provide the audited annual financial statements for the financial year immediately preceding the Proposal Due Date in case of a Company or registered Society. In case of an Individual or a Partnership Firm or a Proprietorship Firm if the audited annual financial statements for the financial year immediately preceding the Proposal Due Date are not available, a certificate from the Chartered Accountant certifying the Networth along with the certificate from the valuator with regard to the land and Building is required to be submitted. Failure to do so would be considered as a non-responsive Proposal.
3. In case the annual accounts for the latest financial year are not audited and therefore the Entity could not make it available, the Entity shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Entity may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for

the year preceding the latest financial year would have to be provided, failing which the Proposals will be rejected as non-responsive.

4. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
5. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
6. Special Instructions for Sole Proprietorship Firm or an Individual:
 - (a) In the Net Worth column, besides the funds available in the books of account of the firm, the Sole Proprietor/Individual should furnish the details of fixed deposits/ time deposits/ bank deposits in banks / units of Mutual Funds, in the Sole Proprietor/Individual name, as on March 31, 2014. For Mutual Funds units, Net Asset Value as on March 31, 2014 would be considered for evaluation.
 - (b) Proof of individual deposits shall be submitted from each bank/ mutual fund.
 - (c) Details of Bank Accounts of the Sole Proprietor/Individual:

SL No	Name of Bank	Address of the Bank	Account No.	Currency and Conversion Rate	Account Balance as on March 31, 2014 ²	Account Balance as on March 31, 2014 (Rs.)
	Total					

- (d) Details of Mutual Fund Accounts of the Sole Proprietor/Individual:

S. No.	Name of Mutual Fund	Address of the Mutual Fund	Account No.	No. of Units (a)	NAV per unit as on March 31, 2014 (b)	Total NAV as on March 31, 2014 (a) * (b)	Total NAV as on March 31, 2014 (Rs.)

² Currency conversion rate as on March 31, 2014 to be used.

S. No.	Name of Mutual Fund	Address of the Mutual Fund	Account No.	No. of Units (a)	NAV per unit as on March 31, 2014 (b)	Total NAV as on March 31, 2014 (a) * (b)	Total NAV as on March 31, 2014 (Rs.)
	Total						

APPENDIX H: FORMAT FOR PRICE PROPOSAL

(On the letterhead of the Bidder)

[Location, Date]

FROM: (Name of Entity)

TO: (Name and Address of DoT)

Dear Sir:

Subject: Selection of Entity(ies) for Management of Tourism Properties of DoT on Renovate, Operate, Maintain and Transfer Basis - Price Proposal.

1. We, the undersigned, offer to renovate, operate, maintain and transfer _____ [name of the tourism property] Project in accordance with your Request for Proposal dated [Date], and our Proposal (Key Submission and Qualification Submission and Price Proposal).
2. I / we hereby offer and agree to pay the following amount to DoT for the aforementioned Project in terms of the PDMA as provided below:

Annual Fee (in Rs)	In Figures (in Rs)	In Words

3. In case of a discrepancy between the Payment expressed in figures vis-à-vis the Payment expressed in words, the higher of the two shall prevail.
4. The Annual Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft PDMA, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Proposal.
5. I / we understand that DoT is not bound to accept the highest or any Price Proposal(s) received.
6. I/ we agree that my / our Price Proposal shall remain valid for a period of 120 (One Hundred and Twenty) days from the Proposal Due Date prescribed for submission of Proposal.

7. I / we confirm that our Price Proposal is unconditional and that we accept all terms and conditions specified in the RFP.
8. I / we agree to be bound by this offer if we are the Selected Entity for the aforementioned Project.

Yours Faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of the Entity:

Note: Separate Price Proposal is required to be uploaded in the e-procurement website for each Tourism property for which the Bidder is submitting its Proposal.

APPENDIX I: JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
.....20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- A. The Department of Tourism, Government of Karnataka, (hereinafter referred to as “the Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the Proposals”) by its Request for Proposal dated(the “RFP”) for Selection of Entities for Management of Tourism Properties on ROMT Basis (the “Project”).
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP

document and other bid documents in respect of the Project, and

- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into a Project Development and Management Agreement with the DoT and for performing all its obligations in terms of the Project Development and Management Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Project Development and Management Agreement;
- b) {Party of the Second Part shall be {the Other Member of the

Consortium;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Project Development and Management Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, right, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until execution of the Project Development and Management Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of Earnest Money Deposit by the Authority to the Bidder, as the case may be.

8. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.