Karnataka Tourism Infrastructure Limited

Invites

Request for Proposal

(Tender No. ……..)

for

Selection of a Concessionaire for Development, Operation and Maintenance of Tourism Facilities at Thannirbhavi Beach on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (PPP Mode)

VOLUME I

Karnataka Tourism Infrastructure Limited,
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DISCLAIMER

The information contained in this Request for Qualification cum Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Karnataka Tourism Infrastructure Limited, Government of Karnataka ("**KTIL**" or "**Authority**") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective bidder(s) (the "**Bidder**") or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP (the "**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may, in its absolute discretion but without being

under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select and short-list pre-qualified bids for Bid Stage or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

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

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SECTION – 1: INTRODUCTION

1. Introduction

1.1. Background

1.1.1. Government of Karnataka through the Karnataka Tourism Policy 2024-29 has envisioned "*to position the State as a premier coastal tourism destination by developing world-class sustainable tourism infrastructure, enhancing visitor experiences, and promoting the rich cultural and natural heritage of Coastal Karnataka while ensuring the preservation of coastal ecosystems and fostering local community participation in the tourism value chain*."

1.1.2. The Department of Tourism, Government of Karnataka ("**DoT**") is responsible for the development and promotion of tourism destinations and tourism infrastructure across Karnataka. Karnataka Tourism Infrastructure Limited, Government of Karnataka ("**KTIL**" or "**Authority**") is engaged in the development of tourism infrastructure in the State of Karnataka. As part of its initiative to strengthen coastal and heritage tourism through private-sector participation, the Authority has identified 5 acres of land beside the Thannirbhavi Blue flag Beach in Dakshina Kannada District for development as distinct tourism destination.

1.1.3. The Authority proposes to develop a nature-led coastal tourism destination at Thannirbhavi Beach comprising premium glamping accommodation, marine and coastal interpretation facilities, an expo courtyard and supporting visitor amenities ("**Project**").

a. Consistent with the Project described in this Clause 1.1.3, the Authority envisions the Project as a vibrant, environmentally sensitive beachfront destination that integrates nature, culture and identity and draws upon Mangaluru's coastal ecology, cultural expression and distinctive local character.

b. The Project Vision is structured around the following mutually reinforcing pillars:

(a) **Nature**: Eco-sensitive glamping, marine and coastal interpretation, sunset and waterfront experiences and low-impact recreation that promote appreciation of the coastal environment, subject to applicable laws and statutory approvals;

(b) **Culture:** Flexible expo, exhibition and public spaces for curated cultural programmes, arts, events, community experiences and interpretation of Mangaluru's coastal heritage; and

(c) **Identity:** Distinctive design, interpretation, food and beverage and visitor experiences that celebrate Mangaluru's local character and create an authentic sense of place for residents and visitors.

(d) The Selected Bidder may propose innovative design, branding, programming and operating concepts consistent with the Project Vision, subject to compliance with the Development Obligations, applicable laws, statutory approvals and the Concession Agreement.

1.1.4. The details of the Project are provided in Schedule A & B of the Draft Concession Agreement (Volume II) of this Bidding Document.

Brief particulars of the Project are as follows:

Name of the Site	Extent of Area	Estimated Project Cost	Proposed Facility
Thannirbhavi Beach *12°52'54.8"N 74°49'00.0"E*	~5 Acres	~INR 53 Cr.	Nature-led coastal tourism destination comprising 20-unit glamping facilities, marine and coastal interpretation centre and expo courtyard

The Authority intends to carry out a single stage two cover system competitive bidding process (the "**Bidding Process**") to identify and select a suitable entity to whom the Project may be awarded (the "**Selected Bidder**") for a Concession period of 30 years.

1.1.5. The Selected Bidder shall form a Special Purpose Vehicle, incorporated as a company under the Companies Act, 2013 (as re-enacted, modified and amended from time to time) prior to execution of the Concession Agreement (the "**Concessionaire**"), and shall be responsible for designing, financing, construction, operation and maintenance and transfer the Project under and in accordance with the provisions of Concession Agreement (the "**Concession Agreement**") to be entered into between the Concessionaire, and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.6. The scope of work will broadly include planning, designing, engineering, financing, constructing, marketing, operating and maintaining the Project during the concession period and finally transfer the same to the Authority or its authorised representative upon expiry of the concession. The selected Bidder is expected to develop mandatory facilities as specified in this Bid

Document. The Concessionaire shall have the right to demand, charge, collect and retain the user fee from users of the Project.

1.1.7. The estimated cost of the Project (the "**Estimated Project Cost**") has been specified in Clause 1.1.4 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.8. The draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's rights, services and obligations (the "**Concession**") and is provided as Volume II of this RFP document.

1.1.9. The statements and explanations contained in this RFP document ("**RFP**") are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.10. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and Draft Concession Agreement to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms. Any corrigenda / addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

1.2. Brief description of Bidding Process

1.2.1. The Authority has adopted a single-stage two-cover system (collectively referred to as the "**Bidding Process**") for selection of the 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 first stage (the "**Qualification Stage**") of the process involves qualification (the "**Qualification**") of interested parties/ consortia that make a Bid in accordance with the provisions of this RFP (the "**Bidders**"). At the end of this stage, the Authority intends to announce a list

of Qualified Bidders who will be eligible for the second stage of the Bidding Process (the "**Bid Stage**") comprising the price bid (the "Price Bid").

1.2.2. **Qualification Stage**

Bidders would be required to furnish the information specified in this RFP. The Bids will be evaluated and shortlisted based on the technical and financial criteria mentioned in this RFP. Bidders are advised to visit the site and familiarize themselves with the site conditions and the Project requirements.

1.2.3. **Bid Stage**

The Qualified Bidders will be called upon and their Price Bids in respect of the Project shall be opened, in accordance with the Bidding Documents provided by the Authority. Price Bids of only those Bidders who are qualified in the Qualification Stage by the Authority shall be opened at the Bid Stage.

1.2.4. **Procurement of Documents**

The Bidding Document may be downloaded from the public procurement portal of Government of Karnataka, viz. https://kppp.karnataka.gov.in (hereinafter referred to as "Karnataka Public Procurement Portal" or "KPPP"). The Bidder is required to pay along with its Bid a non-refundable fee through E-procurement website towards the cost of the Bidding Document. Further, the Bidder is required to pay a non-refundable Tender Processing Fee inclusive of GST as mentioned in the Karnataka Public Procurement Portal.

1.2.5. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project. The details of the project site and the existing facilities therein are provided at Schedules of Volume II (Draft Concession Agreement). The Bidders are expected to carry out their own surveys, investigations and other detailed examinations of the Project site and Project requirements before submitting their Bids. Nothing contained in the Schedule shall be binding on the Authority nor confers any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Schedule.

1.2.6. **Bid Validity**

The Bid shall be valid for a period of not less than 180 days from the Bid due date as specified in Clause 1.2.10 for submission of bids (the "Bid Due Date"). In exceptional circumstances, prior to expiry of the original Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period.

1.2.7. **Bid Security**

In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of INR 53,00,000/- (Rupees Fifty-Three Lakhs only) (the "**Bid Security**"), refundable not later than 180 days from the Bid Due Date. Bids will be evaluated only on confirmation of receipt of the payment of EMD. Bidders shall refer to the Karnataka Public Procurement Portal viz. https://kppp.karnataka.gov.in for more details on the process.

Out of the total Bid Security, the Bidder shall furnish part of the Bid Security amounting to INR 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) through Karnataka Public Procurement Portal, through any one of the e-Payment options provided therein. The balance Bid Security of INR 50,50,000/- (Rupees Fifty Lakhs Fifty Thousand only) may be provided in the form of either a demand draft or a bank guarantee / E-Bank Guarantee as per the format provided at Appendix - VII issued by a Scheduled Bank or Nationalised Bank in India and drawn in favour of "Karnataka Tourism Infrastructure Limited", payable at Bengaluru. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

The Bid Security shall remain valid for a period of 180 (One hundred and eighty) days from the Bid Due Date, exclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between Authority and the Bidder from time to time except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.8. **Fee Payable to Authority**

a. The fee payable to Authority as part of the Concession comprises of the following:
   i. Annual Concession Fee of INR 1000 (Rupees One Thousand Only) per acre per year with an escalation of 5% every year and
   ii. Higher of Revenue share (Bid Parameter) or Minimum Annual Guarantee of INR 30,00,000 (Rupees Thirty Lakhs Only) escalated by 5% every 3 years

   For avoidance of doubt, The Minimum Annual Guarantee payable to Authority at 1st Anniversary of Commercial Operations Date shall be INR 30,00,000 (Rupees Thirty Lakhs Only) escalated by 5% every 3 years

1.2.9. **Bid Parameter**

a. The Price Bid for the Project is invited in the form of Revenue Share (the "**Revenue Share**") offered by the Bidder on the Gross Revenue from the operations of the project. Bidders shall quote Revenue Share higher than the base revenue share of 15% and the Revenue Share shall constitute the sole criteria for evaluation of the Price Bid and award of the Project. Subject to the terms of this RFP, the Project will be awarded to the Bidder quoting the highest Revenue Share per annum. Revenue Share is payable as per the terms set out in the Draft Concession Agreement. Price Bid quote less than or equal to 15% Revenue Share shall be disqualified during evaluation of Financial Proposal.

In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest Revenue Share.

"**Gross Revenue**" of the Project and in respect of any accounting year shall mean the total amount of Gross Revenues and receipts of every kind (from both cash and credit transactions computed prior to payment of any commission or service charge or fee thereon) derived by the Concessionaire from the operation of the Project and Project Infrastructure, and/or any other activity related to the Project including Additional Permissible Facilities, if any, as certified by the statutory auditors of the Concessionaire, and shall include Revenues and receipts from and on account of ticketing, memberships, events, paid activities, shows, sponsorships, food & beverages, retail, parking etc., and use of the Project for rent or fee of every description and kind, and any other services or facility provided by the Concessionaire, but shall exclude the following:

i. All statutory applicable indirect Taxes such as GST, expenditure tax and the like by whatever name called now or in future, which the Concessionaire is bound to pay;
ii. Any revenue earned by the Concessionaire on sale of assets of a capital nature which are owned by the Concessionaire;
iii. Interest income from investment made;

For avoidance of doubt, Gross Revenue shall also include any amount received by the Affiliate to whom the Concessionaire has contracted the operations of any Additional Permissible Facility and/or any other activity related to the Project, and any amount received by the Concessionaire from a third party to whom it has contracted the operations of any Additional Permissible Facility and/or any other activity related to the Project;

b. Generally, the Highest Bidder shall be the Successful Bidder who shall be selected in terms of this RFP conditions.

c. The amount of the Revenue Share is required to be quoted by the bidder in terms of whole number percentage. The Revenue Share is exclusive of GST and all other applicable taxes shall be payable by the Concessionaire at actuals over and above the Revenue Share.

d. The Concessionaire shall not be entitled to seek any reduction or waiver of Revenue Share, claim, damages, compensation or any other consideration from the Authority on account of any reason.

1.2.10. **Schedule of the Bidding Process**

The Authority shall endeavour to adhere to the following schedule:

S.No	Particular	Timeline
1.	Last date for receiving queries	Date: 06.11.2026 Time : 17.00 hrs
2.	Pre-Bid meeting date, time and venue	Date: 05.11.2026 at 12.00 hours At the office of Managing Director, Karnataka Tourism Infrastructure Limited, 5th Floor, Indhana Bhavana, Race Course Road, Bengaluru–560009
3.	Last date for submission of Bids (“**Bid Due Date**”)	Date: 23.11.2026 up to 16.00 hours
4.	Date and time of opening of Technical Bids	24.11.2026 at 17.00 hours **Venue:** Karnataka Tourism Infrastructure Limited, 5th Floor, Indhana Bhavana, Race Course Road, Bengaluru–560009 Phone: +91 80 2235 2424
6.	Date and time of opening of Technical Proposal presentation	To be intimated to the pre-qualified bidders
7.	Date and time of opening of Price Bids	Shall be initiated in Karnataka Public Procurement Portal
8.	Address for communication to the Authority	Karnataka Tourism Infrastructure Limited 5th Floor, Indhana Bhavana, Racecourse Road, Bengaluru– Phone: 080 - 2235 2424 Email: ktilkarnataka@gmail.com

9.	Validity of Bids	180 days from the Bid Due Date
10.	Issuance of Letter of Award (LOA)	30 days from the date of declaration of the Selected Bidder
11.	Signing of Concession Agreement	Within 60 days from the date of award of LOA to the Selected Bidder

SECTION – 2: INSTRUCTION TO BIDDERS

2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1. Scope of Bid

2.1.1. The Authority intends to receive Bids in order to qualify experienced and capable Bidders for successful implementation of the Project. The Price Bids of the Qualified Bidders shall be subsequently evaluated to select the Highest Bidder.

2.2. Eligibility of Bidders

2.2.1. For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

a. The Bidder may be a single entity or a group of maximum of 3 entities (the "**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A single entity, bidding for the Project, shall be a Company incorporated under the Companies Act 1956/2013 or an LLP incorporated under the Limited Liability Partnership Act, 2008 in operation for atleast 10 years before bid due date. If the Bidder is a Consortium, then both the Lead and Consortium members shall be a Company registered under the Companies Act, 1956/2013 or an LLP incorporated under the Limited Liability Partnership Act, 2008 in operation for atleast 10 years before bid due date.

b. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.

c. Deleted

d. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the

generality of the above, a Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

i. the Bidder, its member or Associates (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Sec. 73 of the Companies Act, 2013. For the purposes of this Clause 2.2.1 (d) indirect shareholding held through one or more intermediate persons shall be computed as follows:

   I. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be considered for computing the shareholding of such controlling person in the Subject Person; and

   II. subject always to sub-clause (I) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (II) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

e. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:
In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2. To be eligible for financial bid opening, a Bidder shall fulfil the following conditions of eligibility:

1. Technical Capacity: For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall have undertaken at any time during the 10 (ten) years preceding the Bid Due Date:

a. Experience in the development and operation & maintenance of Eligible Project(s)

OR

b. Experience in the:

i. construction of Eligible Project(s); and

ii. operation and maintenance of Eligible Project(s), each for a continuous period of not less than 3 (three) years

such that the sum total of the capital cost of the above Eligible Projects under 2.2.2.1(a) or 2.2.2.1(b (i)) is equal or more than INR 53 Cr (Rupees Fifty-Three Crore) (the "**Threshold Technical Capacity**").

In the case of a Consortium, the Technical Capacity may be demonstrated collectively by its Members, subject to the conditions specified in this RFP. Experience relating to the same Eligible Project shall not be claimed by more than one Consortium Member.

For the purpose of this **Clause 2.2.2,** the following Eligible Projects shall be considered:

Eligible Project: Eligible Project means 3-star Category Hotel or higher as per Ministry of Tourism, Government of India or equivalent glamping / tented accommodation with an annual average Declared Tariff of minimum INR 8,000/- (Rupees Eight Thousand Only) per room during last 3 years; with each such project having a minimum capital cost of INR 25 crore (Rupees Twenty-five Crores Only) and Operation and Maintenance for last 3 (three) completed financial years anywhere in India.

'**Experience in development'** shall mean responsibility for the overall development and implementation of an Eligible Project, including planning or design, investment or financing, construction or installation, commissioning and commencement of commercial operations.

'**Experience in construction'** shall mean execution of construction, EPC or turnkey works for an Eligible Project. Construction experience shall not include mere supply of goods or equipment, unless such goods or equipment formed an integral part of an EPC or turnkey contract.

'**Experience in operations and maintenance'** shall mean responsibility for commercial operation, facility management, marketing, visitor services, revenue collection, upkeep and maintenance of an Eligible Project for a continuous period of not less than 3 (three) years.

2. Financial Capacity: For demonstrating financial capacity and experience (the "**Financial Capacity**"), the Bidder shall have a minimum Net Worth of INR 13,25,00,000 (Rupees Thirteen Crore Twenty-Five Lakhs only) at the close of the financial year immediately preceding the Bid Due Date.

Note:

i. In case of Consortium, members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium.

ii. In case of Consortium, the combined technical capacity and net worth of the members, who have and shall continue to have an equity share of at least 26% (twenty-six per cent) each in the Concessionaire, should satisfy the above criteria, provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

2.2.3. The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix I, complete with its Annexures, the following:

i. Completion certificate(s) from the client(s) towards the experience in respect of the projects specified under Clause 2.2.2 (A) above and Certificate(s) from the client(s) stating that the claimed project is currently under operations; or

ii. Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments made/received or works commissioned, during the past 10 (ten) years (immediately preceding the Bid Due Date) in respect of the projects specified in Clause 2.2.2(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), the Bidder should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

iii. Certificate(s) from statutory auditors of the Bidder or its Associates specifying the net worth of the Bidder at the close of the financial year immediately preceding the Bid Due Date, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (iii). For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accrued liabilities;

2.2.4. The Bidder should submit a Power of Attorney as per the format at Appendix II, authorizing the signatory of the Bid to commit the Bidder. In case of the Consortium, the members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix III.

2.2.5. The Selected Bidder (whether a single entity or a consortium) shall form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (herein referred to as the "**SPV**" or the "**Concessionaire**"), to execute the Concession Agreement and implement the Project. The aggregate direct equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire shall not be less than 51% (Fifty one percent) at all times until 2nd (second) anniversary of the Commercial Operations Date (COD) of the Project (**Lock-In-Period**), and any divestment thereafter shall be subject to the prior consent of the Authority (which shall not be unreasonably denied by the Authority) and at the option of the Authority, be accompanied by suitable no objection letters from the lenders.

Further, where the Bidder is a Consortium, it should comply with the following additional requirements:

a. Maximum number of members in a consortium should be limited to 3 (three);
b. The Bid should contain the information required for each member of the Consortium;
c. In case of Consortium, members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium
d. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations including O&M obligations;
e. an individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
f. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix V (the "**Jt. Bidding Agreement**") for the purpose of submitting Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

i. convey the intent to execute the Project with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
ii. clearly outline the proposed roles and responsibilities, if any, of each member;
iii. commit the minimum equity stake to be held by each member in the Concessionaire during the Lock-in-Period;
iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the Concessionaire and shall further commit that each such member shall, for a period of 2 (two) years from the Commercial Operations Date (COD) of the Project, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the Concessionaire;
v. commit that members of the Consortium shall collectively hold 51% (fifty-one percent) of the subscribed and paid up equity of the Concessionaire at all times until the 2nd (second) anniversary of the Commercial Operations Date (COD) of the Project;
vi. commit that any divestment thereafter shall be subject to the prior consent of the Authority (which shall not be unreasonably denied by the Authority) and at the option of the Authority, be accompanied by suitable no objection letters from the lenders;
vii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Closure of the Project is achieved in accordance with the Concession Agreement; and

g. except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.6. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise),

and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.7. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

2.2.8. In computing the Technical and Financial Capacity of the Bidder/Consortium Members under Clause 2.2.2 and 2.2.3, the Technical and Financial Capacity of their respective Associates would also be eligible hereunder. Provided however, in the event a Bidder gets selected on the strength of the Financial and /or Technical Capability of its Associate, it shall ensure that the said Associate remains an Associate of the Bidder throughout the equity lock-in-period set forth herein and more particularly specified in the Concession Agreement.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium Member (the "**Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.9. The following conditions shall be adhered to while submitting a Bid:

i. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

ii. information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at qualification;

iii. in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.2.2; and

iv. in case the Bidder is a consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.10. While Qualification is open to persons from any country, the following provisions shall apply:

a. Where, on the date of the Bid, 25% (twenty-five percent) or more of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or its Member is held by person resident outside India or where a Bidder or its Member is controlled by person resident outside India; or

b. if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five percent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by person resident outside India, in or of the Bidder or its Members;

then the Qualification of such Bidder or in the event described in sub-clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in its shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.11. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3. Change in Ownership

2.3.1. By submitting the Bid, the Bidder acknowledges that it shall be qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd (second) anniversary of the Commercial Operations Date (COD) of the Project, individually hold equity share capital representing not less than 26% (twenty-six per cent) of the subscribed and paid-up equity of the Concessionaire.

The Bidder further acknowledges and agrees that:

a. The aggregate direct equity shareholding of the Bidder and in case of Consortium, the Consortium Members in the issued and paid-up equity capital of the Concessionaire shall not be less than 51% (fifty-one percent) at all times until 2nd (second) anniversary of the Commercial Operations Date (COD) of the Project; and
b. any divestment thereafter shall be subject to the prior consent of the Authority (which shall not be unreasonably denied by the Authority) and at the option of the Authority, be accompanied by suitable no objection letters from the lenders.

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be.

In the event such change in control occurs after signing of the Concession Agreement but prior to the 2nd (second) anniversary of the Commercial Operations Date (COD) of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the

contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Performance Security, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4. Number of Bids and Restriction on Participation

2.4.1. A Bidder is eligible to submit only one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

2.4.2. The Authority has proposed developing tourism facilities at other locations and floated RFPs for the same:

a. RFP for Selection of a Concessionaire for Development, Operation and Maintenance of Premium Wellness Resort at Kodikal on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (PPP Mode)

b. RFP for Selection of a Concessionaire for Development, Operation and Maintenance of Tourism Facilities at Trasi Maravanthe on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (PPP Mode)

2.4.3. A Bidder may apply for multiple tenders and may be considered for financial bid opening state if they are satisfying the conditions under the respective RFPs issued by the Authority. If such bidder participates in multiple tenders and is identified as the Preferred bidder for such multiple tenders, then the Authority shall allocate only one tender to such above Preferred Bidder solely based on the most advantageous bid offered to it.

2.5. Bid and other costs

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6. Site visit and verification of information

2.6.1. Bidders are encouraged to submit their respective Bids after visiting the Project sites at their own cost and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. For any assistance in respect

to the site visit to the Bidders, Bidders can contact the following persons at the address given below:

The Managing Director,
Karnataka Tourism
Infrastructure Limited, 5th Floor, Indhana Bhavana,
Racecourse Road, Bengaluru–560001
e-mail: ktilkarnataka@gmail.com

2.7. Acknowledgement by Bidder:

2.7.1. It shall be deemed that by submitting the Bid, the Bidder has:

a. made a complete and careful examination of the Bidding Documents;
b. received all relevant information requested from the Authority;
c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above;
d. satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, etc. from the Authority, or a ground for termination of the Concession Agreement; and
f. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.2. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.8. Right to accept or reject any or all Bids

2.8.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such

acceptance, rejection or annulment, and without assigning any reasons. In the event the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.8.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security 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 Bid.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder and in this event, if the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected.

2.8.3. In case, it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, 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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, 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 the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any right or remedy that may be available to the Authority.

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

B. DOCUMENTS

2.9. Contents of the RFP

2.9.1. This RFP (Volume-I) comprises the disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.11.3.

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Criteria for Evaluation
Section 4	Fraud & Corrupt Practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous

Appendices

I Format for Bid

Annex – I Details of Bidder

Annex – II Technical Capacity of Bidder

Annex – III Financial Capacity of Bidder

Annex – IV Statement of Legal Capacity

II Power of Attorney for signing of Bud

III Power of Attorney for Lead Member of Consortium

IV Format of Price Bid

V Joint Bidding Agreement for Consortium

VI Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

VII Format of Bank Guarantee

VIII Revenue Monitoring & Reporting Plan

2.9.2. The draft Concession Agreement (Volume II)

2.10. Clarifications

2.10.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or email in accordance with Clause 2.11.1. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.2.10. The Authority shall endeavour to respond to the queries within the period specified therein. The Authority will upload the response to the queries on its website without identifying the source of queries.

2.10.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.10.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10.4. The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.

2.11. Amendment of RFP

2.11.1. Interested Bidder requiring any clarification on the RFP document may notify to the Authority to the address specified in Clause 1.2.10 before the last date of receiving queries mentioned in Clause 1.2.10, Schedule of Bidding Process in writing or by email to the officer designated in Clause 2.6.1 The envelopes / communications shall clearly bear the following identification / title:
"Queries / Request for Additional Information for Selection of a Concessionaire for Development, Operation and Maintenance of Tourism Facilities at Thannirbhavi Beach".

2.11.2. At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP by the issuance of Addenda.

2.11.3. Any Addendum thus issued will be uploaded on the Karnataka Public Procurement Portal viz. https://kppp.karnataka.gov.in without identifying the source of queries and the published details shall be binding on the participating Bidders.

2.11.4. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date. Information about extension of the Bid Due Date will be published on Karnataka Public Procurement Portal viz., https://kppp.karnataka.gov.in.

C. PREPARATION AND SUBMISSION OF BID

2.12. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials,

which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.13. Format and signing of Bid

2.13.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.13.2. The Bid shall be typed and signed in indelible ink by the authorised signatory of the. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.14. Sealing and Marking of Bids

2.14.1. The Bidder shall submit the Bid the Technical Bid & Financial Bid online through Karnataka Public Procurement Portal https://kppp.karnataka.gov.in comprising of the following documents along with supporting documents as appropriate:.

Technical Bid

i. Bid in the prescribed format (Appendix I) along with Annexure and supporting documents;
ii. Power of Attorney for signing the Bid as per the format at Appendix II;
iii. if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix III;
iv. copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix V;
v. copy of Memorandum and Articles of Association, if the Bidder/Consortium member is a body corporate, and if a partnership then a copy of its partnership deed;
vi. copies of Bidder's/ each Consortium member's duly audited balance sheet and profit and loss account for the preceding financial year; and
vii. any other sector or project specific requirement that may be specified by the Authority.
viii. Bidder shall mandatorily submit a Revenue Monitoring and Reporting Plan as provided at Appendix VIII through its Statutory Auditor and in compliance with the provisions of Article 28 of Volume – II (Draft Concession Agreement); and

ix. A copy of the RFP and draft Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove.

Financial Bid shall be submitted online in the Karnataka Public Procurement Portal viz. https://kppp.karnataka.gov.in; and its shall consist of the Price Bid, which is required to be furnished in the format at Appendix IV, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.

2.14.2. Bids submitted by post, courier, fax, telex, telegram or email shall not be entertained and shall be rejected.

2.15. Bid Due Date

2.15.1. Technical & Financial Bid comprising of the documents listed at clause 2.14.1 of the RFP shall be submitted online through Karnataka Public Procurement Portal https://kppp.karnataka.gov.in on or before the date and time specified in Clause 1.2.9. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11.3 uniformly for all Bidders.

2.16. Late Bids

Karnataka Public Procurement Portal, https://kppp.karnataka.gov.in shall not allow submission of any Bid after the prescribed date and time at Clause 1.2.9.

2.17. Modifications/ substitution/ withdrawal of Bids

2.17.1. The Bidder may modify, substitute or withdraw its Bid after submission, prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.17.2. For modification of Bid, Bidder has to detach its old Bid from Karnataka Public Procurement Portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at Karnataka Public Procurement Portal and can withdraw its Bid.

D. EVALUATION PROCESS

2.18. Opening and Evaluation of Bids

2.18.1. The Authority shall open the Bids at the specified time on the Bid Due Date, at the place specified in Clause 1.2.10 and in the presence of the Bidders who choose to attend.

2.18.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.

2.18.3. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

2.18.4. Bidders are advised that qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.18.5. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.

2.18.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

2.18.7. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.19. Confidentiality

Confidentiality Information relating to the examination, clarification, evaluation, and recommendation for the pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

2.20. Tests of responsiveness

2.20.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

a. Technical Bid is received online as per the format at Appendix I
b. Technical Bid is accompanied by the Power(s) of Attorney as specified in **Clause 2.2.4 and Clause 2.2.5 (c)**;
c. Technical Bid contains all the information (complete in all respects) as requested in this RFP;
d. Technical Bid is accompanied by the Revenue Monitoring and Reporting Plan specified in Clause 2.14.1;
e. Technical Bid contains information in formats same as those specified in this RFP;
f. Technical Bid is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5 (f);
g. Technical Bid is accompanied by the Bid Security as specified in Clause 1.2.7;
h. Technical Bid does not contain any condition or qualification; and
i. it is not non-responsive in terms hereof.

2.20.2. Bidders may note that the Authority will not entertain any deviations to the RFP at the time of submission of the Bid or thereafter. The Bid 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 Concession Agreement. Any conditional Bids shall be regarded as non-responsive and would be liable for rejection.

2.20.3. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.21. Clarifications

a. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
b. If a Bidder does not provide clarifications sought under sub-clause (a) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.22. Qualification and notification

After the evaluation of Bids, the Authority would announce a list of pre-qualified Bidders who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Bidders that they have not been pre-qualified. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

2.23. Submission of Bids

Price Bids for only pre-qualified Bidders shall be opened by the Authority. The Bidders are therefore advised to visit the site(s) and familiarise themselves with the Project by the time of submission of the Bid. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.24. Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.25. Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.26. Other conditions

2.26.1. The number of Bids permitted and the restriction on participation by a Bidder, whether individually or as a Member of a Consortium, shall be governed by Clause 2.4 of this RFP.

2.26.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.26.3. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation

and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.26.4. Any award of Concession pursuant to this RFP shall be subject to the terms and conditions set out in the Bidding Documents.

F. BID SECURITY

2.27. Bid Security

2.27.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.7 hereinabove and having a validity period of not less than 180 days from the Bid Due Date, exclusive of a claim period of 60 days.

2.27.2. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non- responsive.

2.27.3. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority.

2.27.4. The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions of the Bidding Documents.

2.27.5. The Authority shall be entitled to forfeit and appropriate Bid Security mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.27.7 herein below.

2.27.6. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.27.7. The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

a. If a Bidder engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
b. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
c. In the case of Selected Bidder, if it fails within the specified time limit:
   i. to make payments as per this RFP; and/or
   ii. to sign the Concession Agreement; and/or

iii. to furnish the Performance Security within the period prescribed in the LOA.

d. In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

G. PROJECT DEVELOPMENT EXPENSES

2.28. Project Development Expenses

2.28.1. The Selected Bidder shall along with the acknowledgement of the Letter of Award, pay a non-refundable amount of INR 30,00,000/- (Rupees Thirty Lakhs Only) plus applicable GST, towards Project Development Expenses by way of Demand Draft drawn from a Nationalised Bank or a Scheduled Bank in favour of "Managing Director, Karnataka Tourism Infrastructure Limited" payable at Bengaluru. The Project Development Expenses is non-refundable.

SECTION – 3: CRITERIA FOR EVALUATION OF BIDS TO BIDDERS

3. CRITERIA FOR EVALUATION OF BIDS TO BIDDERS

3.1. Evaluation parameters for Qualification Stage

3.1.1. Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these are criteria shall be rejected.

3.1.2. The Bidder's competence and capability is proposed to be established by the following parameters as per clause 2.2.2:

a. Technical Capacity; and
b. Financial Capacity

3.2. Deleted

3.3. Details of Experience

3.3.1. The Bidder should furnish the details of Eligible Experience for the past 10 (ten) years immediately preceding the Bid Due date.

3.3.2. The Bidders must provide the necessary information and evidence in support to its claim relating to Technical Capacity as per format at Annex II of Appendix I.

3.3.3. The Bidder should furnish the required project-specific information and evidence in support its claim of Technical Capacity, as per format at Annex-IV of Appendix- ll.

3.4. Financial information for purposes of evaluation

3.4.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each member in case of a Consortium) for three preceding financial years from the Bid Due Date.

3.4.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder is unable to make it available, the Bidder will then give an undertaking to this effect with certification from the statutory auditor. In such eventuality, the Bidder shall provide Audited Annual Reports for three years preceding the year for which Audited Annual Report is not available.

3.4.3. The Bidder must establish a minimum Net Worth as specified in Clause 2.2.2 and provide details as per format at Annex III of Appendix I.

3.5. Qualification of Bidders

The credentials of eligible Bidders shall be measured in terms of their Technical and Financial Capacity as per clause 2.2.2.

3.6. Evaluation of Technical Proposal

3.6.1. The Authority may constitute a Tender Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Technical Proposals strictly in accordance with the eligibility criteria indicated in clause 2.2.2 of this RFP Document.

3.6.2. The Tender Scrutiny Committee would evaluate the Technical Proposals based on the eligibility criteria as per clause 2.2.2. A Technical Proposal shall be rejected at this stage if it does not meet the eligibility criteria. Bidders whose Technical Proposal meets the eligibility criteria will be considered for further evaluation.

3.6.3. Bidders are advised that selection and evaluation will be entirely at the discretion of the Authority. Bidders are deemed to have understood and agreed and no explanation or justification on any aspect of the Bidding Process or selection will be given by the Authority.

3.6.4. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.

3.6.5. The Proposals of the Bidders which are found to be in conformance with the criteria specified at Clause 3.1.2 shall be considered as qualified bidders ("Qualified Bidders") and only such bidders will be declared as qualified and eligible for opening of their respective Price Bids.

3.7. Bid Stage

3.7.1. In the Bid Stage, Price Bids would be opened only for those Bidders who have been qualified in the Qualification Stage as per Clause 3.6

3.7.2. The Price Bids will be evaluated for the Project on the basis of the highest Revenue Share to be paid by Qualified Bidders as per Clause 1.2.8.

3.7.3. Price Bid is required to be furnished only in Karnataka Public Procurement Portal, clearly indicating the percentage both in figures and words.

3.7.4. The Bidder adjudged as responsive in terms of Clause 2.20, considered as Qualified Bidder in accordance with 3.6.5 and quoting the highest Revenue

Share offered to the Authority shall be the preferred bidder (the "**Preferred Bidder**").

3.7.5. In the event that two or more Qualified Bidders quote the same amount of Revenue Share (the "**Tie Bidders**"), Authority 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.

3.7.6. After identification of Preferred Bidder, subject to clause 2.4, a Letter of Award (the "**LOA**"), shall be issued, in duplicate, by the Authority declaring the Selected Bidder (the "**Selected Bidder**")and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA.

3.7.7. After acknowledgement of the LOA as aforesaid by the Selected Bidder execute the Concession Agreement within the period prescribed in Clause 1.2.10. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

3.8. Contracts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/or their employees/ representatives on matters related to the Bids under consideration.

SECTION – 4: FRAUD AND CORRUPT PRACTICES

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 and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, 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. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority 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 the Authority 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 Concession Agreement or arising therefrom, 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority 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 or the execution of a contract to the detriment of the Authority, and includes collusive practice among the tenderers either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition;
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 the Authority 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.

SECTION – 5: PRE-BID CONFERENCE

5. PRE-BID CONFERENCE

5.1. A Pre-Bid conference of the interested parties shall be convened as per the details provided in Clause 1.2.10. Interested parties shall contact persons given in Clause 2.6.1 above for any change in the venue / date / time for the Pre-Bid Conference. A maximum of three (3) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2. Facility for attending the pre-bid conference by the Bidders through video conferencing would be made by the Authority. In case if a Bidder is desirous in participating the pre-bid conference through video conference shall at least 3 (three) working days before the scheduled Pre-Bid conference date mentioned in clause 1.2.10, request the Authority by mail for participation through video conference. The link for attending the meeting shall be shared by the Authority at least a day before the pre-bid meeting.

5.3. During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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.

5.4. The Bidder is advised to procure & study the Bidding Documents completely, undertake site visits and submit the queries in writing or by email to the Authority. The queries should be sent to the Authority at least 2 (two) working days before the scheduled Pre-Bid meeting.

SECTION – 6: MISCELLANEOUS

6. MISCELLANEOUS

6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2. The Authority, 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. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
d. 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 Bid, the Bidder agrees and releases the Authority, 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, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDICES

APPENDIX - I: Letter Comprising the Bid

(Refer Clause 2.9.1, 2.14.1 & 2.20.1)
(To be submitted on the Letterhead of the Bidder/ Lead Member in case of a Consortium)

Date_____

To,
The Managing Director,
Karnataka Tourism
Infrastructure Limited, 5th Floor, Indhana Bhavana,
Race Course Road, Bengaluru–560009
e-mail: ktilkarnataka@gmail.com

Sub: Proposal for Development, Operation and Maintenance of Tourism Facilities at Thannirbhavi Beach on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (PPP Mode)

Dear Sir,

1. With reference to your RFP dated _____, I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We hereby acknowledge the right of the Authority to select us for only one bid subject to clause 2.4 and hereby waive our right to challenge the same on any account whatsoever
7. I/We certify that in the last 3 (three) years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or

contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

8. I/ We declare that:
    a. I/We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
    b. I/ We do not have any conflict of interest in accordance with the RFP;
    c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
    d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
    e. the undertakings given by us along with the Proposal in response to the RFP for the Project were true and correct as on the date of making the Proposal and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.18.6 of the RFP.
10. I/ We believe that we/ our Consortium meet(s) the requirements as specified in the RFP and are/ is qualified to submit a Bid.
11. I/ We declare that we/any Member of the Consortium, or our/its Associates are/ is not a Member of a/any other Consortium submitting a Bid for the Project.
12. I/We certify that in regard to matters other than security and integrity of country, we/any Member of the Consortium or any our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
14. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.
15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. I/ We acknowledge and undertake that our Consortium was qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty-six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. I/ We acknowledge and undertake that I/We shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the Concessionaire at all times until the 2nd (second) anniversary of the Commercial Operation Date (COD) of the Project.
18. I/ We acknowledge and undertake that any divestment thereafter shall be subject to the prior consent of the Authority (which shall not be unreasonably denied by the Authority) and at the option of the Authority, be accompanied by suitable no objection letters from the lenders.
19. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Closure of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
20. I/ We understand that the Selected Bidder shall incorporate a Special Purpose Vehicle as a company under the Indian Companies Act, 2013, prior to execution of the Concession Agreement.
21. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
22. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
23. I/We have studied all the Bidding Documents carefully and also visited the Project Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
24. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in

connection with the selection/ Bidding Process itself, in respect of the above mentioned Projects and the terms and implementation thereof.

25. I/We have submitted a Bid Security as specified in Clause 1.2.7 to the Authority in accordance with the RFP.
26. The Statement of Legal Capacity as per format provided at Annex IV in Appendix I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided in the RFP, are also enclosed.
27. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
28. The Revenue Share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the Project Site and all the conditions that may affect the Project cost and implementation of the Project.
29. I/We agree and undertake to abide by all the terms and conditions of the RFP.
30. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till Financial Closure in accordance with the Concession Agreement.}
31. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

(Signature of the Authorised signatory)

Date:

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder specific particulars.

Annex I to Appendix I

Details of the Bidder

(To be submitted on the Letterhead of the Bidder/ Lead Member in case of a Consortium)

1. (a) Name
   (b) Country of incorporation
   (c) Address of the 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 Company including details of its main lines of business and proposed role and responsibilities in this Projects:

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

4. Particulars of the Authorised Signatory of the Bidder:
   a. Name:
   b. Designation:
   c. Company:
   d. Address:
   e. Telephone Number:
   f. E-Mail Address:
   g. Mobile Number

5. In case of a Consortium:
   a. The information above (1-4) should be provided for all the members of the Consortium.
   b. A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(f) should be attached to the Bid.
   c. Information regarding role of each member should be provided as per table below:

No.	Name of the Member	Role {Refer Clause 2.2.5 (d)}	Percentage of equity in the Consortium {Refer Clauses 2.2.5(a), (c) & (f)

1.			
2.			
3.			

d. The following information shall also be provided for each member of the Consortium:

Name of Bidder / member of Consortium:

No	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project[s] (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder / constituent of the Consortium paid liquidated damages of more than 5 % of the contract value in a contract dure to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the members of its consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

7. Documents to be attached by the Bidder and each of the members of its consortium:

   a. Incorporation Certificate / LLP Registration Certificate
   b. Copy of GST Certificate
   c. Copy of PAN Card
   d. Income Tax Returns of last three financial years
   e. Company Profile

Annex II to Appendix I

Technical Capacity of the Bidder
(Refer to clause 2.2.2 of the RFP)

Bidder type	Member Code*	Project Code**	Project Name	No of Keys of hotel/ accommodation/ pax for exhibitions	Experience ¥ (Equivalent INR Crores) $$		
					Cost of construction of Eligible Projects	Cost of development of Eligible Projects	Revenues appropriated from Eligible Projects
1.	2.	3.	4.	5.	6.	7.	8.

@Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.8 and/ or by a project company eligible under Clause 2.2.2 (A). Include only those projects which have a built-up area of at least or exceeding the area specified in Clause 2.2.2 (A). In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.

A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Lead &Consortium Member. In case of a Consortium, the row titled Single Entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.8, shall be provided.

* Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

** Refer Annex-IV of this Appendix-I. Add more rows if necessary.

¥ In the case of cost of construction experience, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

$$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 92 (ninety-two) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion

rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

4. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause2.2.8. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.

5. To submit Average Declared tariff per room for all the Eligible Projects listed above meeting the requirements at Clause 2.2.2.

Annex III to Appendix I

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2, 2.2.3 (iii) and 3.4 of the RFP)

(To be submitted on the Letterhead of the Bidder/ Lead Member in case of a Consortium)

Bidder type $	Member Code £	Net Worth € (in INR Crore) $$
Single entity Bidder		
Lead Member		
Consortium Member 1		
Consortium Member 2		
TOTAL		

Name and address of Bidder's Bankers:

$ A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Lead & Consortium Members. In case of a Consortium, row titled Single Entity Bidder may be ignored.

£ For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

€ The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

$$ For conversion of other currencies into rupees, see note below Annex-II of Appendix I

Instructions:

1. The Bidder/ its constituent consortium members shall attach copy of the balance sheet, financial statements and annual report for three financial years preceding the Bid Due Date. The financial statement shall:
    a. reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
    b. be audited by a statutory auditor;
    c. be complete, including all notes to the financial statements; and
    d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)
3. In case of Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.5 (f) of the RFP.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.

5. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 of the RFP

Annex IV to Appendix I

Details of Eligible Projects
(Refer to Clause 2.2.2(A))

Project code: Member code:

Item	Refer to instruction	Particulars of the Project
Title of the project		
Total number of Keys of Hotel / Resort and Star Category certificate (if applicable)		
Details of Average Declared tariff per room for the last 3 years preceding the bid due date		
Year-wise (a) cost of construction, (b) cost of development of projects and/or (c) revenues appropriated	5	
Entity for which the project was constructed/ developed	6	
Location		
Project cost	7	
Date of commencement of project/ contract		
Date of completion/ commissioning	8	
Equity shareholding (with period during which equity was held)	9	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	14	

Instructions:

1. Bidders are expected to provide information in respect of Eligible Projects in this Annexure. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFP, as the case may be. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each of the Eligible Projects.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the

Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

5. The total cost or revenues appropriated for each Eligible Project are stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 10 (ten) financial years in case of total cost. For revenues appropriated it shall be for past 3 (three) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. (Refer Clause 2.2.2). For claiming experience in development, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having capital cost exceeding the amount specified in Clause 2.2.2 (1). In case of experience in construction, cost only in respect of construction should be provided, but only if the amount exceeds the minimum specified in Clause 2.2.2 (1). Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
6. Particulars such as name, address and contact details of owner/ Authority/ Agency / Client who awarded the project to Bidder.
7. Provide the estimated capital cost of Eligible Project. Refer to Clauses 2.2.2 (1)
8. For experience in development, the date of commissioning/likely date of commissioning of the project, should be indicated. In case of experience in construction, date of completion of construction/likely date of completion of construction should be indicated.
9. For experience in development, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 2.2.2 (1)).
10. Experience for any activity relating to an Eligible Project shall not be claimed by two or more members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
11. Certificate from the Bidder's statutory auditor[$] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
12. If the Bidder is claiming development experience[£], it should provide a certificate from its statutory auditor in the format below:

[$] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[£] Refer Clause 2.2.2 of the RFP

Certificate from the Statutory Auditor regarding development experience[Φ]

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. (name of the Bidder/Member/Associate) is/ was an equity shareholder in …….. (title of the project company) and holds/ held INR ……cr. (Rupees …….. crore) of equity (which constitutes ……..%€ of the total paid up and subscribed equity capital) of the project company from …….. (date) to …….. (date)¥. The project was completed and started commercial operations on ……. (date of start of commercial operations of the project) and the same has been operational for the last 3 (three) financial years.

We further certify that the total estimated capital cost of the project is INR …… cr. (Rupees ……crore), of which INR …… cr. (Rupees …… crore) of capital expenditure was incurred during the past 10(ten) financial years as per year-wise details noted below:
…….
……
……
[only in case of eligible project 1] We also certify that the Annual Average Declared tariff per room collected and appropriated by the aforesaid project company in terms of Clauses 2.2.2 of the RFP during the past 3 (three) financial years were INR …….. (Rupees.....) as per year-wise details noted below:
……
……
Name of the audit firm:
Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:

[Φ] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

13. If the Bidder is claiming construction experience[¶], it should provide a certificate from its statutory auditors or the client in the format given below:

Certificate from the Statutory Auditor/ Client regarding construction experience[ϕ]

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. (name of the Bidder/Member/Associate) was engaged by …….. (title of the project company) to execute …… (name of project) for …….. (nature of project)ψ. The construction of the project commenced on …….. (date) and the project was/ is likely to be commissioned on …… (date, if any). It is certified that ……. (name of the Bidder/ Member/ Associate) received/paid INR …….. cr. (Rupees…… …… crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is INR …… cr. (Rupees ……crore), of which the Bidder/Member/Associate received/paid INR …… cr. (Rupees …… crore), in terms of Clause 2.2.2 of the RFP, during the past 10 (ten) financial years as per year-wise details noted below:
……
……
It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortiumÂ.
Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

[¶] Refer Clauses 2.2.2 of the RFP.
[ϕ] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

14. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.8, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[$]

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of …… (name of the Bidder/Consortium Member/ Associate) is held, directly or indirectly[£], by ……. (name of Associate/ Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.8 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.
Name of the audit firm:
Seal of the audit firm: (Signature, name and designation of the authorised signatory).
Date:

[$] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.
[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty per cent) in order to establish that the chain of "control" is not broken.

15. If the Bidder is claiming operation and maintenance experience, it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding operation and maintenance experience[∠]

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. (name of the Bidder/Member/Associate) is / was the operations and maintenance entity for the below Eligible Project as per Clause 2.2.2.1.b(ii).

The project was completed and started commercial operations on ……. (date of start of commercial operations of the project).

We further certify that the total estimated capital cost of the project is INR …… cr. (Rupees ……crore), and the same has been under Operation and Maintenance for last 3 (three) completed financial years.

We also certify that the Annual Average Declared tariff per room of the Eligible Project above during the past 3 (three) financial years is as per year-wise details noted below:

……
……
……

Name of the audit firm:
Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of eligible Experience[ϕ]

[∠] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.
[ϕ] Refer Clause 2.2.2 of the RFP

Annex V to Appendix I

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To,
The Managing Director,
Karnataka Tourism
Infrastructure Limited, 5th Floor, Indhana Bhavana,
Racecourse Road, Bengaluru–560009
e-mail: ktilkarnataka@gmail.com

Sub: Proposal for Development, Operation and Maintenance of Tourism Facilities at Thannirbhavi Beach on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (PPP Mode)

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert member's name) will act as the Lead Member of our consortium.

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP.

Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully

(Signature, name and designation of the authorised signatory)

For and on behalf of…….

APPENDIX - II: Power of Attorney for Signing of Bid

(Refer Clause 2.2.4)

(To be submitted on Stamp paper of relevant value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms ____, son/daughter/wife of _____ and presently residing at _____, who is presently employed with us/ the Lead Member of our Consortium and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **Development, Operation and Maintenance of Tourism Facilities at Thannirbhavi Beach on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (PPP Mode) (the "Project")** proposed by Karnataka Tourism Infrastructure Limited, Government of Karnataka (the "**Authority**") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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.

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

For

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's 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.

APPENDIX - III: Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.4)

(To be submitted on Stamp paper of relevant value)

Whereas the "Authority" has invited Bids from interested parties for the Development of ……. on DBFOT basis.

Whereas, _____, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of RFP 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, M/s _____ having our registered office at _____ and M/s_____ having our registered office at _____ (the respective names and addresses of the registered office) (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize 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"). We hereby irrevocably authorise the Attorney (with power to sub- delegate) 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 concession/contract, 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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] 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 Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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)

(Executants)

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

Witnesses:
1. ……..
2. ……

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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.

APPENDIX - IV: Format of the Price Bid

[Price bid to be submitted in the Karnataka Public Procurement Portal only]

APPENDIX - V: Joint Bidding Agreement

(Refer Clause 2.2.5(f))
(To be executed on Stamp paper of appropriate value)

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

17. {…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at …… (hereinafter referred to as the "**First Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns)
18. {…… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at …… (hereinafter referred to as the "**Second Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

    AND

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

The above mentioned parties of the FIRST, SECOND, THIRD PARTY are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS

(A) Karnataka Tourism Infrastructure Limited, Government of Karnataka represented by its Managing Director having its principal office at 5th Floor, Indhana Bhavan, Racecourse Road, Bengaluru – 560 009 (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 Bids (the "Bids") by its RFP Notice No. …… dated …… (the "RFP") for Concessionaire for Development, Operation and Maintenance of Tourism Facilities at Thannirbhavi Beach on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (PPP Mode) (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 and other bid documents in respect of the Project, and

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

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

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

2.2. 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 from an appropriate Special Purpose Vehicle (the "**SPV**") for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:
Lead Member (First Party):
Consortium Member 1 (Second Party):
Consortium Member 2 (Third Party):

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 Concession Agreement, till such time as the Financial Closure for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the Concessionaire

6.1. The Parties agree that the proportion of shareholding among the Parties in the Concessionaire shall be as follows:

First Party:
Second Party:
Third Party:

6.2. The parties commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the Concessionaire and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the Concessionaire. the Consortium Member who is providing the O&M experience shall subscribe and continue to hold at least 5% (five percent) of the subscribed and paid up equity of the Concessionaire until the end of Concession Period.

6.3. The parties commit that members of the Consortium shall collectively hold 51% (fifty-one percent) of the subscribed and paid up equity of the Concessionaire at all times until the 2nd (second) anniversary of the commercial operation date of the Project;

6.4. The parties commit that any divestment thereafter shall be subject to the prior consent of the Authority (which shall not be unreasonably denied by the Authority) and at the option of the Authority, be accompanied by suitable no objection letters from the lenders;

6.5. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. 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, grant, license or other governmental authorisation, approval, judgement, 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 Affiliates 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.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not 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 qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1. This Joint Bidding Agreement shall be governed by laws of India.
9.2. 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:	SECOND PART by:	THIRD PART by:

(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)	(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 executants 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.

APPENDIX - VI: Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

(Refer Clause2.2.10)
(To be on the letterhead of the Bidder/ Each Member of the Consortium)

To,
The Managing Director,
Karnataka Tourism
Infrastructure Limited, 5th Floor, Indhana Bhavana,
Race Course Road, Bengaluru–560009
e-mail: ktilkarnataka@gmail.com

Sub: Proposal for Development, Operation and Maintenance of Tourism Facilities at Thannirbhavi Beach on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (PPP Mode)

Dear Sir,

With reference to your RFP document dated ……., I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the competent authority as defined in Government Order No. FD 455 Exp-12 2020 Bengaluru dated 1.04.2023 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date: Yours faithfully,

Place: (Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Each Member of the Consortium

APPENDIX - VII: Format of Bank Guarantee/E-Bank Guarantee for Bid Security

(Refer Clause 1.2.7)

B.G No. Dated:

1. In consideration of you, ____, having its office at ____, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of ___(a company registered under the Companies Act 1956/2013) and having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____ (hereinafter referred to as "the Assignment") pursuant to the RFP Document dated ____issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (hereinafter collectively referred to as "RFP Documents"), we (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR _____ (Rupees _____ only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Bidder to keep its Proposal open during the Proposal validity period as setforth in the said RFP Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR ____ (Rupees _____ only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days beyond the validity of the Proposal or for such extended period as may be

mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said RFP Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which

shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR _____ (Rupees _____ only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [_____ (indicate date falling 180 days after the last date for submission of Proposal)].

Signed and Delivered by ……. Bank

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

(Signature of the Authorised Signatory)
(Official Seal)

APPENDIX - VIII: Revenue Monitoring & Reporting Plan

(Refer Clause 2.14.1 (Viii))
(to be submitted by the Bidder's Statutory Auditor)