KARNATAKA STATE TOURISM DEVELOPMENT CORPORATION

KARNATAKA STATE TOURISM DEVELOPMENT CORPORATION

REQUEST FOR PROPOSAL

DEVELOPMENT OF RESORT AT RAVOOR, CHIKKAMAGALURU DISTRICT UNDER SUITABLE PPP MODEL BASIS

October 2026

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Karnataka State Tourism Development Corporation

5th Floor, Indhana Bhavana, Racecourse
Road, Opp Renaissance Hotel, Bengaluru –
560 009

Request for Proposal (RFP) for Development of Resort at Ravoor, Chikkamagaluru District Under Suitable PPP Model Basis.

Copy No.: …….

Issued to: M/s:……..……...…….

……..……..……..

Date of Issue: ……

Disclaimer

The information contained in this 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 the Authority (Karnataka State Tourism Development Corporation Limited) or any of its employees or advisors, is provided to Bidder(s) on the termsand conditions set out in this RFP and such other terms and conditions subject to which such informationis provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (**Bids**) pursuant to this RFP. 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 the Bidding Documents, especially the Techno-Economic Feasibility Report, 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 may depend upon interpretation of law. The information given is not intended to be 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 Applicant or 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 for participation in this Bid Stage.

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 a Bidder 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 Bidders or Bids without assigning any reason 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.

Glossary

Term	Definition
Concessioning Authority/	As defined in Clause 1.1.1
Bid(s)	As defined in Clause 1.2.1
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.3
COD	As defined in Clause 1.1.8
Concessionaire	As defined in Clause 1.1.2
Highest Bidder	As defined in Clause 1.2.7
LOA	As defined in Clause 1.3.1
Concession Agreement/Contract	As defined in Clause 1.1.2
Re. or Rs. or INR or ₹	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.1.2
Tie Bidders	As defined in Clause 3.3.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP, shall, uncles repugnant to the context, have the meaning ascribed thereto therein.

1. INTRODUCTION

1.1. Background

1.1.1 The Karnataka State Tourism Development Corporation Limited ("**Concessioning Authority**") has decided to engage an entity to develop the resort at Ravoor, Chikkamagaluru District, through Public-Private Partnership (the "PPP"). KSTDC has decided to carry out the bidding process for selection of a private entity (the "**Bidder**") to whom the Project may be awarded.

Brief particulars of the Project are as follows:

Field Name	Description
Name of the Project	Development of Resort at Ravoor, Chikkamagaluru District under suitable PPP Model
District and Taluk	Ravoor, Narasimharajapura Taluka, Chikkamagaluru District
Location Coordinates	13°35'47.7"N, 75°32'02.8" E
Total Project Area (acres)	~3 acres
Minimum Development Obligation	Minimum built-up area of **45,000 sq. ft.** dedicated exclusively to **hospitality and accommodation**[1]
Estimated Project Expenditure	Rs. 64 Cr
Bid Variable	**Highest percentage of Gross Revenue Share offered to the Authority**
Reserve Price	**2.5% of Gross revenue share**
Payment to Authority	**Annual Lease Rent + Revenue Share**

1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 2013 or undertake to incorporate as such prior to execution of the Concession Agreement (the "Concessionaire"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term Concession Agreement (the "Concession Agreement") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

[1] ***"Hospitality and Accommodation"*** *shall mean the Built-Up Area comprised exclusively of guest accommodation units intended for the temporary lodging or stay of guests, including hotel rooms, suites, cottages, villas and other similar accommodation units, together with bathrooms and other areas forming an integral and exclusive part of such accommodation units.*

1.1.3 The scope of the Project shall broadly include the development of an integrated resort at Ravoor, Chikkamagaluru District under a suitable Public-Private Partnership (PPP) model, comprising tourist accommodation, hospitality and food & beverage facilities, wellness and recreational amenities, nature-based and experiential tourism components, landscaped open spaces, parking and internal circulation, utility infrastructure including water supply, power supply, sewage, storm water drainage, solid waste management, renewable energy systems, and all other supporting infrastructure and services necessary for creating a sustainable, high-quality tourism destination, in compliance with applicable statutory approvals, environmental regulations and other applicable laws

1.1.4 Indicative capital cost of the Project (the "**Estimated Project Cost**") has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construedor 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.

1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.1.8 **Commercial Operation Date (COD)** shall mean the date on which the Project (Resort) is certified as complete and fit for commercial operations and is opened to guests and the general public. The Commercial Operation Date shall be deemed to have been achieved only after the Concessionaire has completed the Project in accordance with the provisions of this Agreement and has obtained all applicable statutory approvals, clearances, permits and licences, including

but not limited to the Occupancy/Completion Certificate, Fire Safety No Objection Certificate (NOC), Consent to Operate (where applicable), tourism classification/registration (if applicable), trade licences, electricity and water connections, and all other approvals required under applicable laws for the operation of the Resort

1.2. Brief Description of Bidding Process

1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The Bidders are called upon to submit details of their Technical Capacity and Financial Capacity ("**Technical Bid**") on Karnataka Public Procurement Portal (**KPPP**) and financial proposals in the format specified on the Karnataka Public Procurement Portal (**KPPP**) ("**Financial Bid**") (the Technical Bid and Financial Bid shall collectively refer as "**Bid**") in accordance with the provisions of this RFP. The Bid shall be valid for a period of not less than 180 (One hundred and eighty) days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").

1.2.2 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. Subject to the provisions of Clause2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.3 For Bid Security refer clause 2.1.5.

1.2.4 During the Bid Stage, 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 Concession including implementation of the Project.

1.2.5 Bids are invited for the Gross Revenue Share (expressed as a percentage of Gross Revenue) offered by a Bidder to the Authority for the award of the concession. The Gross Revenue Share, shall be payable in accordance with the Concession Agreement. The Gross Revenue Share percentage offered by the Bidder shall constitute the sole criteria for evaluation of Bids, and the Project shall be awarded to the Bidder quoting the highest Gross Revenue Share.

1.2.6 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.7 The Concessionaire shall reimburse the Authority for the Transaction Advisory Fees and the Success Fee paid by the Authority for this specific PPP Project.

1.2.8 The Concessionaire shall, in consideration of its investment and services, be entitled to levy and collect a user fee from the users.

1.2.9 The Concession Period shall be as defined in Clause 3.2 of the Draft Concession Agreement.

1.2.10 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to the officer designated in Clause 1.2.1. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for *"Development of Resort at Ravoor, Chikkamagaluru District under suitable PPP Models".*

1.2.12 Each of the envelopes shall be addressed to:

DESIGNATION: Managing Director, Karnataka State Tourism Development Corporation Limited

ADDRESS: 5th Floor, Indhana Bhavana, Racecourse Road,

Opp Renaissance Hotel, Bengaluru – 560 009

TEL No: 080 4334 4334

Email Address: gmadmin@karnatakaholidays.net, project@kstdc.co, CC: md@kstdc.co

1.3. Schedule of Bidding Process

1.3.1 The proposed schedule of the bidding process is as below. While the Authority shall endeavour to adhere to the proposed schedule, it reserves the right to modify the schedule without providing any reasons thereof:

1.	Issuance of Bidding Documents	
2.	Last date for receiving queries	
3.	Pre-Bid Conference	
4.	Authority response to queries latest by	
5.	Bid Due Date	
6.	Opening of Technical Bids	

7.	Announcement of qualified Bidders	
8.	Opening of Financial Bid	
9.	Letter of Award (LOA)	
10.	Validity of Bids	
11.	Signing of Concession Agreement	

1.4. Pre-Bid Conference

1.4.1 As per the provision of the RFP and draft Concession Agreement following timeline shall be applicable for the Project.

Sl. No.	Description	Timeline
1	Issuance of Letter or Award (LOA)	After declaration of the Selected Bidder and within 120 (one hundred and twenty) days of Bid Due Date
2	Signing of Concession Agreement	Within 60 (sixty) days of issuance of LOA

1.4.2 The time, date, and venue of the Pre-Bid Conference shall be uploaded on the Karnataka Public Procurement Portal (KPPP). Bidders are advised to regularly check the portal for updates in this regard. It may further be noted that the pre-bid conference shall be conducted in a hybrid mode. The virtual meeting link for participation is provided below for reference. The online meeting link is _____

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General Terms of Building

2.1.1 A) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

B) The Bidder may be a natural person, single entity, Government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.

C) A single entity Bidder shall be company registered as per Companies Act, 1956/2013 or any other suitable act abroad. Further, in case of a Consortium, each of the entities forming the Consortium shall be a company registered as per Companies Act, 1956/2013 or any other suitable act abroad.

2.1.2 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.

2.1.3 The Technical Bid, including materials evidencing the Technical Capacity and Financial Capacity, should be furnished online in the formats prescribed at Appendix- I and Appendix-II. along with Appendix V and Appendix VI. Only the Qualified Bidders shall be considered for shortlisting and for further stages forevaluation.

2.1.4 The Financial Bid proposal in the proposal in the form of **Gross Revenue Share** (expressed as a percentage of Gross Revenue) shall be entered only in the slot made available in the Karnataka Public Procurement Portal (KPPP). It shall further be noted that the bidder's financial proposal shall strictly not be uploaded as part of the technical bid proposal. The bid proposals shall be summarily rejected if the above conditions are not met.

2.1.5 Bids shall be accompanied by **Bid Security (EMD) for Rs. 64,00,000.00 (Rupees Sixty-Four Lakhs only)** as follows:

a. **Up to Rs. 1.00 Lakh:** Paid via e-Payment services available on the Karnataka Public Procurement Portal (KPPP) (Credit/Debit Card, Net Banking, NEFT/RTGS, OTC, IMPS). For further details regarding mode of e-payment of EMD in e-procurement platform, please contact e-procurement cell, Government of Karnataka.

b. **Balance Rs. 63,00,000.00:** in the form of Insurance Surety Bond (ISB) issued by insurance company authorized by Insurance Regulatory and Development Authority of India (IRDA) as per Annexure-IIB (ISB Format) of section-4 of bid document OR in the form Bank Guarantees as per Annexure-IIA (BG Format) of Section-4 of the bid document issued either by a Nationalized/Scheduled Bank covering 180 days after the Validity Period of the Bid including Period of Extension, if any required by the Owner.

c. Also, the Bidder shall scan the Bank Guarantee/Insurance Surety Bond towards EMD and upload the same in the prescribed format in the Karnataka Public Procurement Portal to enable the owner for verification of EMD BG/ISB at the time of opening of Techno commercial bid, failing which the offer will be rejected.

d. Also, the Bidder shall ensure that the Bank Guarantee/ISB towards EMD shall be sent in original to **Karnataka State Tourism Development Corporation (KSTDC)**, so as to reach after the last date of submission of bid & on or before the date & time notified for opening of Techno Commercial Bids, in a sealed cover, failing which their bid will not be opened.

2.1.6 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date 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.

2.1.7 The Bidder should submit a Power of Attorney as per the format at Appendix- III, authorizing the signatory of the Bid to commit the Bidder.

2.1.8 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in a favour of the Lead Member in the forma at Appendix -III.

2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non- responsive Bid.

2.1.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.11 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties 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 provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.12 This RFP is not transferable.

2.1.13 Any award of Concession Pursuant to this RFP shall be subject to the terms of Bidding Documents.

B. ELIGIBILITY OF BIDDERS

2.2. General Conditions

2.2.1 For determining the eligibility of Bidders, interchangeably used as Applicant, ("Bidders") for submission of Bids hereunder, the following shall apply:

2.2.2 The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

2.2.3 A Bidder may be a natural person, private entity, government- owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out below.

2.2.4 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 be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**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. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controllingshareholders 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 "5%" of the paid up and subscribed share capital of such Bidder, Member or Associate, as thecase may be) in the other Bidder, its Member or Associate, is less than "5%" 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 sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholdingheld by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) 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 shallbe reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than "5%" 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, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, 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 preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.3, shall include each Member or such Consortium.

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% of the voting shares of such person, and with respect to a person which not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.5 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or ay Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. 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 months prior to the date of issue of RFP for the project. 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.

2.2.6 Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix- IX ("Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short listed. The Joint Bidding Agreement, is to be submitted along with the Application.

2.3. Qualification Criteria

2.3.1 To be eligible for shortlisting as a Qualified Bidder, a Bidder shall fulfil the following conditions:

a. Technical Capacity

1. For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 7 (Seven) financial years preceding the Bid Due Date, have:

   i. paid for, or received payments for, construction of Eligible Project(s); and/ or
   ii. paid for construction of Eligible Project(s) in Category 1 and/or Category 2 specified and/ or
   iii. collected and appropriated revenues from Eligible Project(s) in Category 1, and/or Category 2 specified in this Clause 2.3,

   such that the sum total of the above is more than Rs. 128 crores (Rs One Hundred twenty-Eight Crores Only)

2. Subject to the provisions of Clause 2.1, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in this Clause 2.3.1 (the "**Eligible Projects**"):

Category 1:	Project experience on Eligible Projects in hospitality sector that qualify
Category 2:	Project experience on Eligible Projects in core sector that
Category 3:	Construction experience on Eligible Projects in hospitality sector that qualify
Category 4:	Construction experience on Eligible Projects in core sector that qualify

For the purpose of this RFP:

(i) Hospitality Sector would be deemed to include construction of hotels, resorts, serviced accommodation, restaurants, food and beverage facilities, convention and event facilities, recreational and leisure facilities, tourism-related facilities, and other allied or ancillary hospitality facilities; and

(ii) Core sector would be deemed to include power, telecom, highways, airports, railways, metro rail, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.

3. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

4. For a project to qualify as an Eligible Project under Categories 1 and 2:

   Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant.

a. Technical Capacity

It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT, DBFOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

(a) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% equity during the period for which Eligible Experience is being claimed;

(b) the entity claiming experience shall, during the past 7 (seven) financial years preceding the Bid Due Date, have (i) paid for construction of the project excluding the cost of land, and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

5. For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 7 (seven) financial years immediately preceding the Bid Due Date. For the avoidance of doubt, construction works 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. Further, the cost of land shall not be included hereunder.

6. The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

7. 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.

8. Bidders meeting the Experience Criteria and Financial Capability shall be declared as qualified bidders ("Qualified Bidders"). Only the Bids of the Qualified Bidders shall be considered for opening of the Financial Bid.

9. The Financial Bid of the Bidders who do not qualify in the evaluation of Technical Bid would not be opened

b. Financial Capacity

The Bidder shall have a minimum Net Worth or in case the Bidder is an AIF, have a minimum Available Capital for Investment (ACI) at the close of the preceding financial year (the "Financial Capacity"):
Financial Capacity (Net Worth / ACI): INR 32,00,00,000/- (Indian Rupees Thirty-Two Crore Only)

c. O&M Experience

In the event that the Bidder does not have the requisite O&M experience, it shall furnish an undertaking as per Annex VI of Appendix I along with the Bid, that such Bidder, if selected, shall no later than 6 (six) months prior to the Project COD, enter into an definitive agreement for **minimum period of at least 5 (five) years from Project COD** with a recognized hotel, resort or hospitality operator of equivalent or higher category for operation, maintenance and management of the Project, in accordance with the requirements of the Concession Agreement (the "O&M Agreement") and in case of a Consortium, disclose details of such entity /O&M Member (in the Consortium) (the "O&M Member").

O&M Experience: For demonstrating technical capacity and experience (the "Technical Capacity of O&M Member"), the O&M Member shall, over the past 7 (seven) financial years preceding the Bid Due Date, have
(a) Operated, maintained and managed at least one (01) Eligible having an estimated project cost of not less than ₹64 Crore within last three (03) years,
'OR'
(b) Operated, maintained and managed at least two (02) Eligible Projects having an estimated project cost of not less than ₹32 Crore within last three (03) years,
'OR'
(c) Operated, maintained and managed at least three (03) Eligible Projects having an estimated project cost of not less than ₹25.6 Crore within last three (03) years.

2.3.2 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix- I and II, complete with its Annexes, the following:

i. Certificate(s) from statutory auditors of the Bidder or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 7 (seven) years in respect of the projects specified in paragraph 2.3.1 above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it 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

ii. Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. 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 reserves not available for distribution to equity shareholders.

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

2.3.4 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the "**SPV**"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

a) The Consortium shall consist of not more than 3 (three) members, one of whom shall be designated as the Lead Member and one member shall possess the requisite O&M Experience and shall be designated as the O&M Member. The information sought in the Bid shall be furnished for all Consortium Members.;

b) Subject to the provisions of sub- clause (a) above, the Bid should contain the information required for each member of the Consortium;

c) 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, technical and O&M obligations;

e) an individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for pre-qualification;

f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IX (the "**Joint Bidding Agreement**"), for the purpose of

making the Bid and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

i. convey the intent to form an SPV 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;

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 SPV 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: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement ;

v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV at all times; and

vi. 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 Close of the Project is achieved in accordance with the Concession Agreement; and

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

2.3.5 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP 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.

2.3.6 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. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.3.7 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.3.7 In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under the Clauses 2.3.1, 2.3.3 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

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 of 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 not a company or corporation, the power to direct the management and policies of such person by operation of law.

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

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

b) 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 pre-qualification.

c) in responding to the pre-qualification submissions Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and

d) in case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.3.9 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 persons resident outside India or where a Bidder or its Member is controlled by persons 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 persons resident outside India, in or of the Bidder or its Member;

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 the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3.10 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (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.

2.3.11 This RFP is not transferable.

2.3.12 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.4. Change in composition of the Consortium

2.4.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

a) the Lead Member continues to be the Lead Member of the Consortium;

b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Bidders; and

c) the new Member(s) expressly adopt(s) the Bid already made on behalf of the Consortium as if it were a party to it originally and is not a Bidder/ Member/ Associate of any other Consortium bidding for this Project.

2.4.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.4.3 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-III, prior to the Bid Due Date.

2.4.4 The option of change in composition of the Consortium which is available under Clause 2.4.1 may be exercised by any Bidder who is either a Consortium or a single entity. In the case of a single entity Bidder adding a Consortium Member at the Bid Stage, the single entity Bidder shall be the Lead Member of the Consortium. Provided, however, that no member of such Consortium shall be a Bidder or the member of a Consortium which has been pre-qualified.

2.4.5 By submitting the Bid, the Bidder acknowledges and undertakes that it was pre- qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall hold equity share capital representing 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. 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. For the avoidance of doubt, the provisions of this Clause 2.4.5 shall apply only when the Bidder is a Consortium.

2.4.6 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 short-listing and pre-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 Financial Close 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 Bid Security or Performance Security, as the case may be, 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.

2.5. Change in Ownership

2.5.1 By submitting the Bid, the Bidder acknowledges and undertakes that it was pre- qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, who shall, hold equity share capital representing 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. 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. For the avoidance of doubt, the provisions of this Clause 2.4.1 shall apply only when the Bidder is a Consortium.

2.5.2 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 short-listing and pre-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 Financial Close 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 Bid Security or Performance Security, as the case may be, 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.

2.6. Number of Bids and costs thereof

2.6.1 No Bidder shall submit more than 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.

2.6.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding 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.

2.7. Site Visit and verification of information

2.7.1 Bidders are encouraged to submit their respective Bids after visiting the Project site 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.

2.8. Acknowledgement

2.8.1 It shall be deemed that by submitting the Proposal, the Bidder(s) has:

(i) made a complete and careful examination of the RFP and any other information provided by the Authority under this RFP;

(ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;

(iii) satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the scope of work in accordance with the Concession Agreement and this RFP.

(iv) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the work shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or audit from the Authority, or a ground for termination of the Concession Agreement; and

(v) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Concession Agreement.

2.9. Verification and Disqualification

2.9.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.9.2 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 misinterpretation/ improper response shall lead to the disqualification of the Bidder. If the Bidder/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

i. invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or

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

2.9.3 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 pre- 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/SPV 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 Selected Bidder or Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority may under the Bidding Documents and/or the Concession Agreement, or otherwise.

C. DOCUMENTS

2.10. Contents of RFP

2.10.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.12.

Invitation for Proposals

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

I. Letter comprising the Technical Bid for Pre- Qualification
II. Letter comprising the Financial Bid for Pre- Qualification
III. Power of Attorney for signing of Bid
IV. Particulars of the Applicant
V. Technical Capacity of the Applicant
VI. Financial Capacity
VII. Checklist of Technical Bid
VIII. Proforma of the undertaking regarding illegal methods for influencing bid process
IX. Joint Bidding Agreement
X. Anti- Collusion Undertaking
XI. Anti- Blacklist Undertaking
XII. Financial Bid Submission Form

2.10.2 The draft Concession Agreement and the Techno-Economic Feasibility Report provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.11. Clarifications

2.11.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.11.2 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.

2.11.3 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 Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.12. Amendment of RFP

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

2.12.2 Any Addendum issued hereunder will be in writing and shall be uploaded on Karnataka Public Procurement Portal.

2.12.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

D. PREPARATION AND SUBMISSION OF BID

2.13. Language

2.13.1 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 translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. 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

2.14. Format and Signing of Bid

2.14.1 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.

2.14.2 The Bid and its copy shall be signed by the authorised signatory of the Bidder on each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.15. Sealing and Marking of Bids

2.15.1 The Bidder shall upload the documents "**BID**" on Karnataka Public Procurement Portal.

2.15.2 Submission of Bids

a. The original Power of Attorney (PoA) must be submitted on the KPPP.

b. Online Bids submitted without original PoA shall automatically become ineligible and shall not be considered for opening of Bids.

c. The Bidders are further advised to number all the pages and prepare a table of contents in the beginning of each Part referring the page numbers of the indexed items.

d. Bid Security shall be paid to the central pooling account of KPPP through the relevant slot made available.

e. Power of Attorney for signing of Bid in the format at Appendix-III;

f. A copy of the draft Concession Agreement with each page initiated by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.

g. Technical and Financial Capacity of the Applicant in the format at Appendix- I and Appendix- II along with Appendix V and Appendix VI

h. An undertaking that the Bidder has not made any payment or illegal gratification to any person/ authority connected with the Bid process so as to influence the Bid process and has not committed any offence under the Prevention of Corruption (Amendment) Act, 2018, in connection with the Bid, as per the proforma at Appendix-VIII.

Bids not accompanied by the documents as per (a) to (h) and the proforma given in Appendices VIII shall be rejected.

2.15.3 The pages of each document shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorized signatory of the Bidder. A check list of Technical Bid submission is provided in Appendix- VII.

2.15.4 The Financial Bid should be submitted in accordance with the on-line bid submitted instructions provided in Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/).

2.15.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.16. Bid Due Date

2.16.1 Bids should be submitted before the specified time on the Bid Due Date on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 1.2.11.

2.16.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.12 uniformly for all Bidders.

2.16.3 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17. Contents of the Bid

2.17.1 The Bid shall be furnished in the format at Appendix-I.

2.17.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.18. Modifications/ Substitution/ Withdrawal of Bids

2.18.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date on the Karnataka Public Procurement Portal. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.18.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.18.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.19. Rejection of Bids

2.19.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to 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 therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.19.2 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.

2.20. Validity of Bids

2.20.1 The Bids shall be valid for a period of not less than "180 (One hundred and eighty days) from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.21. Confidentiality

2.21.1 Information relating to the examination, clarification, evaluation, and recommendation of the 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 or as may be required by law or in connection with any legal process.

2.22. Correspondence with the Bidder

2.22.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

E. BID SECURITY

2.23. Bid Security

2.23.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 shall be paid to the central pooling account of KPPP, through the relevant slot made available in the same.

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

2.23.3 Save and except as provided in Clauses 2.1.5 and 2.1.6 above, 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, and in any case within 180 days from the Bid Due Date. The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.23.4 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.23.5 herein below. 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 as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.23.5 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if

a. a Bidder submits a non-responsive Bid;

b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d. the Selected Bidder fails within the specified time limit –

   i. to sign and return the duplicate copy of LOA; or

   ii. to sign the Concession Agreement; or

   iii. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.

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

2.24 Performance Guaranty

2.24.1 Performance Guaranty

a. The Concessionaire shall, for the performance of its obligations hereunder **during the Construction Period**, within 60 (sixty) days of the receipt of the Letter of Award

(LOA), furnish a Performance Security equivalent to 5% (five per cent) of the Total Project Cost as per the approved DPR (approximately ₹3.20 Crore (Rupees Three Crore Twenty Lakhs only) based on current project cost estimates, subject to revision upon finalisation of Total Project Cost). The Performance Security shall be furnished by the Concessionaire in a combination of instruments as per Rule 12 of the KTPP Rules, 2000 (and its amendments) as follows:

- **Cash Component**: An amount of ₹1,00,00,000/- (Rupees One Crore only) shall mandatorily be paid in cash instruments by way of a Demand Draft (DD) or Banker's Cheque drawn on any Scheduled / Nationalized Bank in India, payable in favour of the 'Managing Director, KSTDC', payable at Bengaluru.
- **Balance Component**: The remaining balance of the Performance Security amount may be provided in any one or a combination of the following instruments:
    i. Fixed Deposit Receipt (FDR) pledged in favour of 'Managing Director, KSTDC'; OR
    ii. Irrevocable Bank Guarantee (including e-Bank Guarantee) issued by a Scheduled / Nationalized Bank in the format set forth in Schedule F; OR
    iii. Insurance Surety Bonds issued by an Insurance Company authorized by IRDAI; OR
    iv. Demand Draft (DD) / Banker's Cheque drawn on any Scheduled / Nationalized Bank in India, payable in favour of 'Managing Director, KSTDC' at Bengaluru.

b. Until such time the Performance Security is provided by the Concessionaire pursuant to Sub-Clause (a) above and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Authority shall release the Bid Security to the Concessionaire. Notwithstanding anything to the contrary contained in this Agreement, in the event that the Performance Security is not provided by the Concessionaire within the above specified period, the Authority shall have the right to encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

c. **During the Operation Period**: With effect from the date of Project COD and for the entire duration of the Operation Period thereafter, the Performance Security shall be maintained in the form of an amount equivalent to the Annual Concession Fee (ACF) paid by the Concessionaire to the Authority in the immediately preceding Accounting Year (the "Revised Performance Security"). The Revised Performance Security shall:

I. be provided by the Concessionaire in the form of an irrevocable and unconditional Bank Guarantee from a Bank, substantially in the format set forth in Schedule F, within 30 (thirty) days of the close of each Accounting Year;

II. be revised upward or downward, as the case may be, to reflect the Annual Concession Fee of the immediately preceding Accounting Year, and the Concessionaire shall provide a fresh or amended Bank Guarantee within the aforesaid period of 30 (thirty) days to give effect to such revision; and

III. remain in force until the Transfer Date and shall not be released until issuance of the Vesting Certificate under Article 33 and settlement of all amounts due and payable by the Concessionaire to the Authority under this Agreement.

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

3.1.1 The Authority shall inform the selected bidders regarding the place of bid opening before the Bid Due Date. The bid shall be open in the presence of the Bidders who choose to attend.

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

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

3.2. Tests of Responsiveness

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

i. it is received as per format at Appendix-I;

ii. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.16.2;

iii. it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.15;

iv. it is accompanied by the Bid Security as specified in Clause 2.1.5;

v. it is accompanied by the Power of Attorney as specified in Clause 2.3.4, and, as the case may be;

vi. it contains all the information as requested in this RFP and/or Bidding Documents in the specified formats;

vii. it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.3.4(g);

viii. it does not contain any condition or qualification; and

ix. it is not non-responsive in terms hereof.

3.2.2 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. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3. Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.9.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 2.21 and who quotes the **highest Gross Revenue Share percentage** offered to the Authority, shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2 In the event that two or more Bidders quote the **same Gross Revenue Share percentage** (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend. For the avoidance of doubt, only the bids which quote a higher bid than the tie bid shall be considered.

3.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.3.5 In the event of receiving more than one completely responsive bid, the financial bids of all bidders shall be opened in accordance with the procedures outlined in the Karnataka Government E-Procurement Guidelines. Any financial bid that is lower than the reserve price set for the bid variable, shall be summarily rejected. Among the financial bids that exceed the reserve price, the highest bid shall be designated as H1 and invited for further processing.

In the case of receiving a single completely responsive bid, the sole bidder shall be notified for the opening of the financial bid. If the financial bid is lower than the reserve price set for the bid variable, the bid shall be summarily rejected. If the financial bid exceeds the reserve price, it shall be considered as H1 and invited for further processing.

3.3.6 In case of consortium, technical and financial capability of each partner will be evaluated jointly or severally.

3.3.7 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to 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 Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.8 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.4. Contacts during Bid Evaluation

3.4.1 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, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.5. Bid Parameter

3.5.1 The Bid shall comprise a Gross Revenue Share percentage, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the highest Gross Revenue Share percentage shall ordinarily be the Selected Bidder. The Gross Revenue Share percentage comprising the Bid shall be offered in accordance with the provisions of Clause 3.5.2.

3.5.2 The Revenue Share payable shall be due and payable within 60 (sixty) days of the commencement of an Accounting Year.

4. FRAUD AND CORRUPT PRACTICES

4.1.1 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 may 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 be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, 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.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise 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 any 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 practices, as the case may be.

4.1.3 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) save and except as permitted under the Clause 2.2.4 of this RFP, 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;

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.

4.1.4 In case any instance of collusion comes to the notice of the authority, the authority possesses the full right to disqualify the bid of the colluding participants with prior communication to them. The bidders must provide an undertaking stating that they are not/ will not be part of any unfair collusion with other bidders, as per Appendix- X.

4.1.5 The bidders or any of their associated members should not be barred by the Karnataka State Tourism Development Corporation Limited or any other entity of the Government of Karnataka, nor backlisted by any state/ central government department/ agency in India participating in the project(s), either individually or as a member of a consortium, as per Appendix- XI.

5. PRE-BID CONFERENCE

5.1.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conferences. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.1.2 During the course of Pre-Bid Conference(s), 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.

6. MISCELLANEOUS

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

6.1.2 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. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information

d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.1.3 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.1.4 The Concession Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

a. the Concession Agreement;

b. the RFP.

i.e. the Concession Agreement at (a) above shall prevail over the RFP at (b) above.

APPENDICES

APPENDIX - I

Letter Comprising the Technical Bid for Pre- Qualification

To, Dated:

……..

……..

……..

Sub: Technical Bid for "Development of Resort at Ravoor, Chikkamagaluru District under suitable PPP Model" - Reg

1. With reference to your RFP document dated……, I/we, having examined the Bidding Documents and understood their 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 Bid and the documents accompanying the Bid 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 Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire 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, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, 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.

7. I/ We declare that:

    a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
    b. I/ We do not have any conflict of interest in accordance with Clauses 2.1.12 and 2.1.13 of the RFP document; and
    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 Clause 4.1.3 of the RFP document, 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 Section 4 of the RFP, no person acting for us or on our behalf has engagedor will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

8. 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 Project, without incurring any liability to the Bidders, in accordance with Clause 2.19 of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and am/ are qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court 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.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees[2].

14. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.

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 provisions of this RFP, we shall intimate the Authority of the same immediately.

16. I/ We acknowledge and agree that in the event of a change in control of a Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw

[2] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. “Except as specified in Schedule ……. hereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to commencement of the Appointed Date under the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall, at the sole discretion of the Authority, be liable to be terminated under and in accordance with Clause 2.5.2 of the RFP without the Authority being liable to us in any manner whatsoever.

17. 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 Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
18. 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.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the *****. 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 relating to the Bidding Process including the award of Project.
20. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of
21. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.
22. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.3.2.
23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
24. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. …….. (Rupees …….) and the Aggregate Experience Score is …… (in figures) .....(in words).
25. I/ We offer a Bid Security of Rs. ……. Lakhs (Rupees …….... Thousand Only) to the Authority in accordance with the RFP Document.
26. 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 is not awarded to me/ us or our Bid is not opened or rejected.
27. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
28. 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 document.

Yours faithfully,

Date: (Signature, Name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member

APPENDIX - II

Letter Comprising the Financial Bid for Pre- Qualification

To, Dated:

……..

……..

……..

Sub: Financial Bid for "Development of Resort at Ravoor, Chikkamagaluru District under suitable PPP Model" - Reg

1. With reference to your RFP document dated……, I/we, having examined the Bidding Documents and understood their 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 Bid and the documents accompanying the Bid 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 Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Concessionaire 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, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, 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.

7. I/ We declare that:

    a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
    b. I/ We do not have any conflict of interest in accordance with Clauses 2.1.12 and 2.1.13 of the RFP document; and
    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 Clause 4.3 of the RFP document, in respect

of any tender or request for proposals 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 Section 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 Bid in response to the RFP for the Project were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. 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 Project, without incurring any liability to the Bidders, in accordance with Clause 2.19 of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a court 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. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees[3].

14. 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.

15. I/ We acknowledge and undertake that our Consortium was pre-qualified and short-listed on

[3] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule ……. hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

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.

16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. 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 Close 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.

17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.

18. 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.

19. 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.

20. I/ We have studied all the Bidding Documents carefully and also surveyed the site identified for the Project. 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 relating to the Bidding Process including the award of Concession.

21. I/ We offer a Bid Security of Rs. ……. Lakhs (Rupees …….. Thousand Only) to the Authority in accordance with the RFP Document.

22. 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.

23. The Gross Revenue Share percentage 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 Revenue and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

25. {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 occurrence of Financial Close in accordance with the Concession Agreement.}

26. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

27. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement:

28. ***We further undertake that our Financial Proposal, expressed as Gross Revenue Share (in %), has been duly filled in and submitted in the designated field provided on the KPPP Portal***

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder/ Lead Member

APPENDIX - III

Power of Attorney for signing of Bid

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name), son/ daughter/ wife of ……... and presently residing at ……, who is presently employed with us 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 "Project name" ("Project") being developed by the Karnataka State Tourism Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, 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 thigs 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…….

Witnesses (Signature, name, designation and address)

Witnesses:

1.

2.

Accepted
Notarised

(Signature, name, designation 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 executant(s) 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 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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Power of Attorney for Lead Member of Consortium

Whereas the Karnataka State Tourism Development Corporation Limited,("Authority") has invited Bids from interested parties for "Development of Resort at Ravoor, Chikkamagaluru District under suitable PPP Model" (the "Project").

Whereas, ……, ……., and ……. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (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 the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at ……., M/s. ……. having our registered office at ……., and ……. having our registered office at ……., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ……. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). 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[s] 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 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[s] for the Project and/ or upon award thereof till the Project 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 ……2026

For ……. (Signature) ……. (Name & Title)

For ……. (Signature)

……. (Name & Title)

For ……. (Signature)

……. (Name & Title)

Witnesses:

……

(Executants)

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

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 executant(s) 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 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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX - IV

PARTICULARS OF THE APPLICANT

1.

a. Name:
b. Country of incorporation:
c. Address of the corporate headquarters and its branch offices, if any, in India:
d. Dare 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 Project:

3. Details of individuals who will serve as the point of contact/ communication for the Contracting Authority:

a. Name:
b. Designation:
c. Company:
d. Address:
e. Telephone Number:
f. E- Mail Address:
g. Fax Number:
h. Particulars of the Authorised Signatory of the Applicant:
i. Name:
j. Designation:
k. Address:
l. Phone Number:
m. Fax Number:

APPENDIX - V

TECHNICAL CAPACITY OF THE APPLICANT

Bidder type[#]	Member Code[¥]	Project Code[¥¥]	Category[$]	Experience
				Number of residential rooms in the hotel
(1)	(2)	(3)	(4)	(5)
Single entity Bidder		a		
		b		
		c		
		d		
Consortium Member 1		1a		
		1b		
		1c		
		1d		
Consortium Member 2		2a		
		2b		
		2c		
		2d		
Consortium Member 3		3a		
		3b		
		3c		
		3d		

- [#] A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.
- [¥] 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.
- 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. Add more rows if necessary.
- [$] Refer Clause 2.3.1.

APPENDIX - VI

FINANCIAL CAPACITY

(In INR crore)

S.No	Applicant type [$] (1)	Member Code [£] (2)	Turnover in [€] Year 1 (3)	Turnover in [€] Year 2 (4)
1	Single entity			

Name & address of Applicant's Bankers:

[$] An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant

[£]For Member Code, see notes at Appendix V.

[€]The Applicant should provide details of its own Financial Capacity.

Certificate from the Statutory Auditor

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

APPENDIX - VII

CHECKLIST OF TECHNICAL BID

Sl. No.	Document	Format/ Document
1	Letter Comprising the Technical Bid for Pre-Qualification	Appendix I
2	Letter Comprising the Financial Bid for Pre-Qualification	Appendix II
3	Power of Attorney for signing of Bid	Appendix III
4	Particulars of the Applicant	Appendix IV
5	Technical Capacity of the Applicant	Appendix V
6	Financial Capacity	Appendix VI
7	Checklist of Technical Bid	Appendix VII
8	Proforma of the undertaking regarding illegal methods for influencing bid process	Appendix VIII
9	Joint Bidding Agreement	Appendix IX
10	Anti- Collusion Undertaking	Appendix X
11	Anti- Blacklist Undertaking	Appendix XI
12	Financial Bid Submission Form	Appendix XII
13	Company's Certificate of Incorporation	-
14	GST Certificate	-
15	Pan card	-
16	GST 3B Challan	-
17	Signed RFP (each page needs to be signed)	-
18	Signed DCA (each page needs to be signed)	-

Note: Above documents, wherever required and as provided in the RFP document, should be supported by documents such as certificates, undertakings, applicant's charter documents, etc.

APPENDIX - VIII

PROFORMA OF UNDERTAKING REGARDING ILLEGAL METHODS FOR INFLUENCING BID PROCESS

To,

……

……

Dear Sir,

I/We do hereby undertake that I/We have not made any payment or illegal gratification to any person/ authority connected with the bid process of Bid No. ……. so as to influence the bid process and have not committed any offence under the Prevention of Corruption (Amendment) Act, 2018, in connection with the Bid.

Yours faithfully,

Signature:

Name & Designation:

APPENDIX - IX

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {…… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ……... (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ……. (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {…… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ……. (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

a. Karnataka State Tourism Development Corporation Limited (hereinafter referred to as the "Contracting Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications by its Request for Proposal No. xx dated xx.xx.20xx for qualification and selection of bidders for "Development of Resort at Ravoor, Chikkamagaluru District under suitable PPP Model"

b. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

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

APPENDIX - X

ANTI- COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of our Bid for the Selection of a Private Partner for Development of Resort at Ravoor, Chikkamagaluru District under suitable PPP Model, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated this ..... Day of ..... (month/year)

(Name of the Bidder)

_____

(Signature of the Authorised Person)

_____

(Name of the Authorised Person)

_____

Note:

1. On the letterhead of the Bidder, to be executed by all Members in case of a Consortium

APPENDIX-XI

Format for Affidavit certifying that the Entity/Promoter/s/Director/s of Entity are not blacklisted

(On a Stamp Paper of appropriate value)

Anti-Blacklisting Affidavit

I, M/s ……(Single Business Entity / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/ director/s are not barred by Karnataka State Tourism Development Corporation Limited/ any other entity of Government of Karnataka or blacklisted by any state government or central government/ department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the ……(Bid Due Date).

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.
Dated this ……Day of ……., 20….

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person

APPENDIX - XII

FINANCIAL BID SUBMISSION FORM

(To be submitted only in financial bid not in technical bid. Submission of financial bid submission form and BoQ in Technical bid will be considered as non-responsive bid and further evaluation will not be considered)

Dated:

To,

……..

Karnataka State Tourism Development Corporation Limited,

Sub: Bid for the "PROJECT NAME"

We, the undersigned, submit our Bid and offer the Gross Revenue Share in the form of **.....% (..... per cent)** [in both numbers and words] for undertaking the aforesaid project in accordance with the RFP, Contract document and our Technical Bid.

The Gross Revenue Share offered is exclusive of Goods & Services Tax (GST), which shall be payable additionally as per applicable law. We acknowledge that the award of the Project shall be based on the **Highest Gross Revenue Share percentage** quoted by us.

We hereby confirm that the Financial Bid is unconditional, and we acknowledge that any condition attached to the Financial Bid shall result in the rejection of our Financial Bid/Bid as a whole.

Our Financial Bid shall be binding upon us up to expiration of the validity period of the Bid. We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In Full and initials]:

Name and Designation of Signatory: ……

Name of Firm: ……