

# **Development of Tourism Property at Jog**

**July 2008**

**Jog Management Authority**

*Government of Karnataka*

## Disclaimer

The information contained in this RFP Document or subsequently provided to Bidder(s), whether verbally or in documentary form by or on behalf of the Jog Management Authority (JMA), Government of Karnataka ("Government Representatives") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than Bidders. The purpose of this RFP Document is to provide the Bidder(s) with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. The Government Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

## CONTENTS OF RFP DOCUMENT

Part I	Instructions to Bidders
Part II	Draft Concession Agreement (DCA)

PART I

INSTRUCTIONS TO BIDDERS

## TABLE OF CONTENTS

No.	Contents	Page No.
	Schedule of Bidding Process	3
I	Introduction	4
II	Bidding Procedure	5
III	Criteria for Qualification	20
IV	Evaluation of Technical Proposal	23
V	Evaluation of Financial Proposal	25
	<b>Annexure</b>	
1	Parameters for the evaluation of the Technical Proposal	27
	<b>Appendices</b>	
No.	Description	Page No
1	Concession Outline	28
2	Covering Letter	30
3	Details of Bidder	31
4A	Format for Power of Attorney for Signing of Proposal	32
4B	Format for Power of Attorney for Lead Member of Consortium	34
5	Format for Anti-Collusion Certificate	36
6	Format for Project Undertaking	37
7	Format for Bid Security	38
8	Format for Establishing Experience	41
9	Format for Certificate from Statutory Auditor for Ownership of Hotel / Resort Property	43
10	Format for Financial Capability of the Bidder	44
11	Format for Certificate from Statutory Auditor for Group Business Entity	46
12	Technical Proposal	47
13	Financial Proposal	48
14	Key Assumptions	50

## SCHEDULE OF BIDDING PROCESS

JMA would endeavour to adhere to the following schedule:

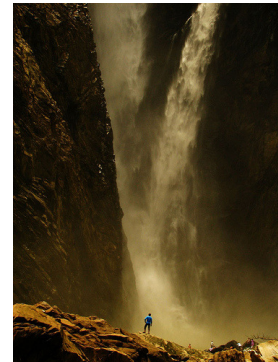
S. No.	Event Description	Date
1.	Last date for receiving queries	24 <sup>th</sup> July 2008
2.	Pre-Bid Meeting <b>Venue</b> : Infrastructure Development Corporation (Karnataka) Limited, #39, Infra house, 5th Cross, 8th Main, RMV Extension, Sadashivnagar, Bangalore - 560 080 Tel: 080-23613015/41236467/8/9	28 <sup>th</sup> July 2008
3.	Last Date for the Submission of Proposals (Proposal Due Date)	18 <sup>th</sup> August 2008

## **SECTION I**

### **INTRODUCTION**

#### **1.1 Project Background**

1.1.1 Karnataka is blessed with kaleidoscopic tourist destinations rich in natural landscape/resources, cultural heritage, palaces and temples. Jog Falls is one among the natural falls having the highest plunge falls in India.



1.1.2 The Jog Management Authority herein referred to as “JMA”, Government of Karnataka (GoK) is responsible for maintenance of infrastructure in the Jog and has taken several initiatives aimed at boosting the tourist arrivals. Keeping this in view, JMA now proposes to develop hotel to enhance the tourist experience by extending the stay at Jog. JMA intends to develop the same through private sector participation (“Project”) on a Build Operate & Transfer basis under a suitable long term Concession.

1.1.3 The Project would be awarded after a competitive bidding process to the Successful Bidder herein referred to as the “Concessionaire” with whom a Concession Agreement would be signed by JMA. The Concessionaire would be responsible for Design, Procurement, Construction and Operations & Maintenance of the property, under the Concession Agreement to be entered into between the Concessionaire and JMA.

1.1.4 For the purpose of bidding for the Project the Bidders would have to submit a detailed proposal as per this RFP Document (“Proposal”).

1.1.5 Terms used in this RFP document which have not been defined herein, shall have the meaning ascribed thereto in the draft Concession Agreement.

#### **1.2 Brief Description of Bidding Process**

1.2.1 JMA intends to adopt a single stage 4 cover bidding process for selection of the Successful Bidder.

1.2.2 Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the Successful Bidder for the Project. The Successful Bidder would then have to enter into a Concession Agreement with JMA, and perform its obligations as stipulated therein in respect of the Project. The draft Concession Agreement forms part of this RFP document.

July 2008

## SECTION II

### BIDDING PROCEDURE

#### A. GENERAL

##### 2.1. Eligible Bidders

2.1.1 The Bidders eligible for participating in the bidding process shall be any one of the following two categories:

Category 1: A Business Entity<sup>1</sup> operating hotels and/or resorts.

Category 2: In case the Bidder, which is a Business Entity ( "Lead Member") does not have operating experience as stipulated in Category 1, the same may be procured from a suitably qualified operator, which is also a Business Entity (hereinafter called as "Operator") and with whom a valid Memorandum of Understanding (MoU) formalising such an arrangement should be in place. This joint entity shall hereinafter be referred as "Consortium."

2.1.2 The Bidder should submit a Power of Attorney as per the format enclosed in **Appendix 4A** authorizing the signatory of the Proposal to commit the Bidder.

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

- (a) number of members in a consortium should be limited to 2 (two);
- (b) the Proposal should contain the information required for each member of the Consortium;
- (c) the Proposal should include a description of the roles and responsibilities of individual members;
- (d) a Bidder who has applied for a Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for this Project;
- (e) the members of the Consortium shall execute a Power of Attorney as per the format enclosed in **Appendix 4B**;

<sup>1</sup> Business Entity is defined as a company registered under the Companies Act, 1956 in India or any equivalent law abroad.

July 2008

- (f) members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submitting its Proposal.

The MoU shall, inter alia:

- (i) convey the intent of the Lead Member to enter into a long-term management agreement<sup>2</sup> with the Operator or to form a joint venture company, with shareholding commitment(s) in accordance with Clause 3.8 of this RFP Document. Such Lead Member or Joint Venture Company, as the case may be, would enter into the Concession Agreement and subsequently carry out all the responsibilities as 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 of each member of the consortium.
- (iii) Include a statement to the effect that all the members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement.
- (iv) clearly refer to the Project name and scope for which the arrangement is made.

*A copy of the MoU should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to this Project and should contain the above requirements failing which the Proposal shall be considered non-responsive.*

- 2.1.4 Any entity which has been barred by JMA, Government of Karnataka (GoK), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoK/SG/Gol from participating in infrastructure projects (BoT or otherwise) and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal, either individually or as member of a Consortium.

## **2.2. Change in Consortium composition**

- 2.2.1. Any change in composition of the Bidder after the Proposal Due Date would be at the sole discretion of JMA and with prior written permission of JMA.
- 2.2.2. Change in the composition of a Consortium may be permitted by JMA, only where:
- a) the modified Consortium would continue to meet the Criteria for Qualification for Bidders;

- b) the new member expressly adopt the Proposal already made on behalf of the Consortium as if it were a party to it originally, and is not a party of any other Consortium / Bidder bidding for this Project.

2.2.3. The modified Consortium would be required to submit a revised Memorandum of Understanding.

### **2.3. Number of Proposals**

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

### **2.4. Proposal Preparation Cost**

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

### **2.5. Project Inspection and Site Visit**

2.5.1 It is desirable that each Bidder submits its Proposal after visiting the site and ascertaining for themselves the location, surroundings, traffic or any other matter considered relevant by them.

2.5.2 It would be deemed that by submitting the Proposal, the Bidder has:

- a) made a complete and careful examination of the RFP Document, and
- b) received all relevant information requested from JMA.

2.5.3 JMA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

### **2.6. Right to Accept any Proposal and to Reject any or all Proposals**

2.6.1 Notwithstanding anything contained in this RFP Document, JMA reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time before the signing of LOA, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

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<sup>2</sup> The management agreement shall have to be entered into for atleast 5 (five) years from the date of commencement of commercial operations.

2.6.2 JMA reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

Such misrepresentation / improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occurs after the Financial Proposals have been opened, then JMA reserves the right to take any such measure as may be deemed fit in the sole discretion of JMA, including annulment of the bidding process.

## **B. DOCUMENTS**

### **2.7. Contents of RFP**

The RFP Document comprises the contents as listed below, and would additionally include any Addenda issued in accordance with Clause 2.9.

<b>Part I</b>	<p><b>Instructions to Bidders</b></p> <ul style="list-style-type: none"> <li>1 Introduction</li> <li>2 Bidding Procedure</li> <li>3 Criteria for Qualification</li> <li>4 Contents of Technical Proposal</li> <li>5 Contents of Financial Proposal</li> </ul> <p><b>Annexure</b></p> <ul style="list-style-type: none"> <li>1 Parameters for the evaluation of the Technical Proposal</li> </ul> <p><b>Appendices</b></p> <ul style="list-style-type: none"> <li>1 Concession Outline</li> <li>2 Covering Letter</li> <li>3 Details of Bidder</li> <li>4A Format for Power of Attorney for signing of Proposal</li> <li>4B Format for Power of Attorney for Lead Member of Consortium</li> <li>5 Format for Anti-Collusion Certificate</li> <li>6 Format for Project Undertaking</li> <li>7 Format for Bid Security</li> <li>8 Format for Establishing Experience</li> </ul>
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<b>Jog Management Authority</b>	Development of Tourism Property at Jog	<b>BID DOCUMENT</b>
	July 2008	

	9	Format for Certificate from Statutory Auditor for Ownership of Hotel / Resort Property
	10	Format for Financial Capability of the Bidder
	11	Format for Certificate from Statutory Auditor for Group Business Entity
	12	Technical Proposal
	13	Financial Proposal
	14	Financial Proposal : Key Assumptions
<b>Part II</b>		Draft Concession Agreement

## 2.8. Clarifications sought by Bidder

A prospective Bidder requiring any clarification on the RFP document may notify JMA in writing to the address as specified in Clause 2.16.5. The Bidders should send in their queries latest by the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process. JMA may, on its own discretion, forward its responses to all purchasers of the RFP Document and would include a description of the enquiry without identifying its source.

## 2.9. Amendment of RFP

- 2.9.1 At any time prior to the Proposal Due Date, JMA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.
- 2.9.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP Document.
- 2.9.3 In order to afford the Bidders reasonable time in which to take an Addendum into account, or for any other reason, JMA may, at its own discretion, extend the Proposal Due Date. Intimation regarding such extension in the Proposal Due Date would be sent in writing to all those who have purchased the RFP Document by JMA as specified in Clause 2.9.1 above.

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.10 Language

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting

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

## **2.11 Currency**

The currency for the purpose of the Proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on March 31, 2008 or the nearest prior date for which the RBI rate is available. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. JMA reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all Bidders.

## **2.12 Bid Security**

2.12.1 Proposals would need to be accompanied by a Bid Security for an amount of Rs. Four lakh Only (Rs. 4,00,000 only). The Bid Security shall be kept valid throughout the Proposal Validity Period and would be required to be extended if so required by JMA.

The Bid Security shall be in the form of either of the following:

- a) an irrevocable bank guarantee in favour of Deputy Commissioner & CEO, Jog Management Authority, as per the format set out in Appendix 7; or
- b) a demand draft in favour of Deputy Commissioner & CEO, Jog Management Authority, Government of Karnataka, payable at Shivamogga.

2.12.2 The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Concession Agreement between JMA and the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Concession Agreement.

2.12.3 The Bid Security shall be forfeited in the following cases:

- a) if the Bidder withdraws its Proposal except as provided in Clause 2.21.1;
- b) if the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;
- c) if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- d) if the successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by JMA.

### 2.13 Validity of Proposal

Proposals shall remain valid for a period not less than forty (40) weeks from the Proposal Due Date (Proposal Validity Period). JMA reserves the right to reject any Proposal, which does not meet this requirement.

### 2.14 Extension of Validity of Proposal

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, JMA may request Bidders to extend the Proposal Validity Period for a specified additional period. Bidders not extending the Proposal Validity Period when so requested would automatically be disqualified.

### 2.15 Bidder's Responsibility

2.15.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder's own risk.

2.15.2 It would be deemed that prior to the submission of Proposal, the Bidder has:

- a) made a complete and careful examination of requirements, and other information set forth in this RFP Document;
- b) received all such relevant information as it has requested from JMA; and
- c) made a complete and careful examination of the various aspects of the Project including but not limited to:
  - (i) the Project Site;
  - (ii) existing facilities;
  - (iii) the conditions of the access roads and utilities in the vicinity of the Project Site;
  - (iv) conditions affecting transportation, access, disposal, handling and storage of the materials;
  - (v) clearances obtained for the Project; and
  - (vi) all other matters that might affect the Bidder's performance under the terms of this RFP Document.

2.15.3 JMA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

### 2.16 Pre-Bid Meeting

2.16.1 To clarify and discuss issues with respect to the Project and the RFP Document, JMA would hold a Pre-Bid meeting as mentioned in the Schedule of Bidding Process.

2.16.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and propose deviations, if any, to the Project and/or the Concession Agreement. Bidders must forward their queries latest by the Last Date of Receiving Queries mentioned in the Schedule of Bidding Process.

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

2.16.4 Attendance of the Bidders at the Pre-Bid meeting is not mandatory.

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

ATTN. OF: Deputy Commissioner & CEO  
Address: Jog management Authority,  
Tourism Department,  
A Block, 3<sup>rd</sup> Cross,  
Gopalagowda layout,  
Shivamogga -577204  
Phone: 08182 - 251444  
Fax: 08182 - 251444

2.16.6 No interpretation, revision, or other communication from JMA regarding this solicitation is valid unless it is in writing and is signed by Deputy Commissioner & CEO, JMA. JMA may choose to send to all Bidders, written copies of JMA's responses, including a description of the enquiry but without identifying its source.

## **2.17 Format and Signing of Proposal**

2.17.1 Bidders should provide all the information as per this RFP Document and in the specified formats. JMA reserves the right to reject any Proposal that is not in the specified formats.

2.17.2 The Proposal should be submitted in four parts:

- Part 1** : **Key Submissions**, which would include:
- i. Covering Letter for Submission of Proposal in the format provided as Appendix 2.
  - ii. Details of Bidder in the format provided as Appendix 3.

July 2008

- iii. Power of Attorney as per Appendix 4A, authorising the signatory of the Proposal to commit the Bidder
- iv. Power of Attorney as per Appendix 4B, wherever required
- v. Memorandum of Understanding (MoU), wherever required
- vi. Anti-Collusion Certificate as per Appendix 5
- vii. Project Undertaking as per Appendix 6
- viii. Bid Security as per Appendix 7
- ix. Copy of receipt of payment evidencing purchase of RFP Document

**Part 2** : **Qualification Information** as per the format set out in Appendices 8, 9, 10 & 11.

**Part 3** : **Technical Proposal** as per the format set out in Appendix 12.

**Part 4** : **Financial Proposal** as per the format set out in Appendix 13 & 14

2.17.3 The Bidder shall prepare one original of the documents comprising the Proposal as described in Clause 2.17.2, clearly marked "ORIGINAL". In addition, the Bidder shall make one (1) copy of the Proposal, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

2.17.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

2.17.5 The Proposal and its copy shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

## 2.18 Sealing and Marking of Proposal

2.18.1 The Bidder shall seal the Key Submissions, Qualification Information, Technical Proposal and the Financial Proposal in separate envelopes, duly marking the envelopes as "KEY SUBMISSIONS", "QUALIFICATION INFORMATION", "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL". These envelopes shall then be sealed in an outer envelope.

2.18.2 The original and the copy of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY".

2.18.3 Each envelope shall indicate the name, address and contact phone number of the Bidder (of the Lead Member in case of a Consortium).

2.18.4 The envelopes shall clearly bear the following identification: "**Development of Hotel Property at Jog**"

2.18.5 The envelope shall be addressed to:

ATTN. OF: Deputy Commissioner & CEO  
Address: Jog Management Authority,  
Tourism Department,  
A Block, 3<sup>rd</sup> Cross,  
Gopalagowda layout,  
Shivamogga -577204  
Phone: 08182 - 251444  
Fax: 08182 - 251444

2.18.6 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. JMA assumes no responsibility for the misplacement or premature opening of the Proposal submitted.

## **2.19 Proposal Due Date**

2.19.1 Proposals should be submitted before 1700 hours IST on the Proposal Due Date as set out in the Schedule for Bidding Process, at the address provided in Clause 2.18.5 in the manner and form as detailed in this RFP Document. Proposals submitted by either facsimile transmission or telex or e-mail will not be acceptable.

2.19.2 JMA, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9.

## **2.20 Late Proposals**

Any Proposal received by JMA after 1700 hours IST on the Proposal Due Date will be returned unopened to the Bidder.

## **2.21 Modifications/ Substitution/ Withdrawal of Proposals**

2.21.1 The Bidder may modify, substitute or withdraw its Proposal after submission, provided that a written notice of the modification, substitution or withdrawal is received by JMA before the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

2.21.2 The Bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.18 with outer envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- 2.21.3 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security in accordance with Clause 2.12.3 of this document.

## **D. EVALUATION OF PROPOSAL**

- 2.22 JMA would open the Proposals on any working day within 45 days of the Proposal Due Date for the purpose of evaluation.
- 2.23 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with Clause 2.21 shall not be opened.
- 2.24 JMA reserves the right to reject any Proposal, if:
- a) at any time, a material misrepresentation is made or uncovered; or
  - b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

### **2.25 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. JMA will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. JMA will not divulge any such information unless it is directed to do so by any authority that has the power under law to require its disclosure.

### **2.26 Tests of Responsiveness**

- 2.26.1 Prior to evaluation of Proposals, JMA will determine whether each Proposal is responsive to the requirements of the RFP Document. A Proposal shall be considered responsive if:
- a) it is received /deemed to be received by the Proposal Due Date including any extension thereof pursuant to Clause 2.19.
  - b) it is signed, sealed and marked as stipulated in Clause 2.17 and Clause 2.18.
  - c) it is accompanied by the power(s) of attorney as specified in Clause 2.1.2.
  - d) it contains all the information and documents as requested in the RFP Document.
  - e) it contains information in formats specified in this RFP Document.
  - f) it mentions the validity period as set out in Clause 2.13.
  - g) it is accompanied by the MoU (for consortium), specific to this project, as stipulated in Clause 2.1.3(f).
  - h) it provides information in Reasonable Detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by JMA

without communication with the Bidder). JMA reserves the right to determine whether the information has been provided in Reasonable Detail.

- i) there are no inconsistencies between the Proposal and the supporting documents.

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

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) which limits in any substantial way, inconsistent with the RFP Document, JMA's rights or the Bidder's obligations under the Concession Agreement, or
- c) which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

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

## 2.27 Clarifications Sought by JMA

To assist in the process of evaluation of Proposals, JMA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

## 2.28 Proposal Evaluation

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

2.28.2 The Proposals will be evaluated in 4 steps as detailed in the following Clauses 2.29 to 2.32 ("Proposal Evaluation").

## 2.29 Scrutiny of Key Submissions

In Step 1 of Proposal Evaluation, the Key Submissions submitted by the Bidders shall be checked for responsiveness with the requirements of the RFP Document. The evaluation of Qualification Information, Technical Proposal and Financial Proposal of a Bidder shall be taken up only after the contents of the Key Submissions are found to meet the requirements of this RFP Document.

## 2.30 Evaluation of Qualification Information

In Step 2 of Proposal Evaluation, the Qualification Information of the Bidders whose Key Submissions are found to be responsive shall be evaluated as per the Criteria for Qualification set out in Section III.

## 2.31 Evaluation of Technical Proposal

2.31.1 In Step 3, the Technical Proposal of all the Bidders who have met the Criteria for Qualification will be evaluated.

2.31.2 The Technical Proposal would be evaluated on various aspects set out in Annexure – I.

2.31.3 The Bidders would be required to make a presentation on their Technical Proposals to the Technical Evaluation Committee<sup>3</sup>. The same should also include a three-dimensional walk through of the proposed concept plan.

2.31.4 Bidders who achieve a minimum score of 80 marks out of a total of 100 would become eligible for Step 4 evaluation.

2.31.5 JMA would have the right to review the Technical Proposals and seek clarifications where necessary.

## 2.32 Evaluation of the Financial Proposal

2.32.1 In Step 4, the Financial Proposals of all the Bidders who pass Step 3 of Proposal Evaluation will be opened in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.

2.32.2 The Financial Proposal of the Bidder shall consist of the Upfront Payment and the Concession Period Payment to JMA as per the format set out in Appendix 13.

Payment	Description
Upfront Payment	The first component of the Financial Proposal would be the amount of Rs _____ (Rs _____) only payable by the Bidder at the time of signing of the Concession Agreement
Concession Period	The second component of the Financial Proposal would be the

<sup>3</sup> envisaged to comprise of eminent experts from fields relevant to the project (architecture, engineering and government officials)

<b>Jog Management Authority</b>	Development of Tourism Property at Jog	<b>BID DOCUMENT</b>
	July 2008	

Payment	variable annual amount quoted by the Bidder payable in accordance with Appendix 13.
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- 2.32.3 The Financial Proposal would be evaluated in terms of the present value of the Concession Period Payment for the Project. The discount rate used for the computation of the Present Value stated herein above would be 10%.
- 2.32.4 The Bidder quoting the highest Concession Period Payment for the Project would be declared as the Preferred Bidder for the Project.
- 2.32.5 In the event both Bidders quote exactly the same highest Concession payment for the Project, JMA may:
- a) invite fresh Financial Proposal from such Bidders;
  - OR
  - b) take any such measure as may be deemed fit in its sole discretion.
- 2.32.6 JMA may either choose to accept the Financial Proposal of the Preferred Bidder or invite him for negotiations.
- 2.32.7 Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, JMA shall declare the Preferred Bidder as the Successful Bidder.

### **2.33 Notifications**

JMA will notify the Successful Bidder by facsimile and by a letter (Letter of Acceptance) that its Proposal has been accepted.

### **2.34 Acknowledgement of Letter of Acceptance (LoA) and Execution of Concession Agreement**

- 2.34.1 Within two (2) weeks from the date of issue of the LoA, the Successful Bidder shall acknowledge the LoA and return the same to JMA. The Successful Bidder shall execute the Concession Agreement within six (6) weeks of the issue of LoA. Along with the its acknowledgement of the LoA, the Successful Bidder shall pay the Proposal processing charges of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) exclusive of service tax (as applicable) payable by way of a crossed demand draft / Cheque in favour of "Infrastructure Development Corporation (Karnataka) Ltd." payable at Bangalore.
- 2.34.2 JMA will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned as promptly as possible and in any case not later than two (2) weeks from the date of signing of the Concession Agreement.

### **2.35 Performance Security**

2.35.1 At the time of execution of Concession Agreement, the Successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a scheduled bank in favour of JMA, as required under the Concession Agreement.

2.35.2 Failure of the Successful Bidder to comply with the requirements of Clause 2.34.1 or 2.35.1 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, JMA reserves the right to

- a) either invite the next best Bidder for negotiations,  
OR
- b) take any such measure as may be deemed fit in the sole discretion of JMA, including annulment of the bidding process.

### **SECTION III**

#### **CRITERIA FOR QUALIFICATION**

#### **3.1 Evaluation Parameters**

3.1.1 The Bidder's competence and capability for qualification is proposed to be established by the following parameters:

- (a) Experience as hotel/ resort operator
- (b) Financial capability in terms of
  - (i) net worth
  - (ii) annual income

3.1.2 On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section III. Any Bidder meeting all the criteria will be qualified for evaluation of its Technical Proposal for the Project.

#### **3.2 Eligible Experience**

3.2.1 Hotel and resort operators are eligible for this project.

3.2.2 Bidder's experience shall be measured in terms of number of years of operating a hotel / resort.

#### **3.3 Qualification Criterion for Experience**

Any Bidder who has experience of operating/managing continuously since April 01, 2004 any one of the following:

- (i) A 4 (four) star and above category hotel / resort<sup>4</sup>
- (ii) A 3 star hotel<sup>5</sup>

would be deemed to meet the experience criterion for qualification.

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<sup>4</sup> As approved by Ministry of Tourism (Government of India)/ Appropriate Authority

<sup>5</sup> As approved by Ministry of Tourism (Government of India)/ Appropriate Authority

### 3.4 Details of Experience

- 3.4.1 The Bidder should furnish the details of eligible experience as on the date of submission of RFP Document.
- 3.4.2 The Bidder should furnish adequate evidence to support its claim as per Appendix 8.

### 3.5 Financial Capability

- 3.5.1 Financial capability of the Bidders would be evaluated on the basis of the following:
- a) net worth as at the end of the most recent financial year (refer Appendix 10)
  - b) average annual income of the Bidder for the last two completed financial years (refer Appendix 10).

The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

- 3.5.2 The Proposal must be accompanied by the Audited Annual Financial Statements of the Bidder (of each member in case of a Consortium) for the last two (2) financial years.
- 3.5.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor of the Bidder shall certify such undertaking. In such a case, the Bidder can provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Reports for two years preceding the latest financial year have to be provided.

### 3.6 Evaluation Criteria for Financial Capability

For the purpose of Qualification, a Bidder would be required to demonstrate the Threshold Financial Capability measured on any two of the following criteria:

- a) Net worth of the Bidder as at the end of the most recent financial year shall be atleast equal to Rs. 2.5.0 Crores; and
- b) The average annual income of the Bidder for the last two financial years shall be atleast equal to Rs. 1.0 Crores

For the purpose of analysis only figures from the latest two audited annual financial statements would be considered.

### **3.7 Evaluation Criteria for a Consortium**

In case the Bidder is a Consortium, the Operator should meet the experience criterion as stipulated in Clause 3.3 and the Lead Member should meet the Financial Capability criteria mentioned in Clause 3.6.

### **3.8 Shareholding**

In case of a Special Purpose Vehicle (SPV) (an incorporated company under the companies act 1956) being formed for the project, the Single Entity Bidder/ Lead Member should hold atleast:

- a) 51% of the paid up equity capital of such company till 3 (three) years after commencement of operations.
- b) 26% of the paid up equity capital of such company for the balance period of the Concession.

Provided that this shareholding may be further diluted with prior written approval from JMA.

## **SECTION IV EVALUATION OF TECHNICAL PROPOSAL**

### **4.1 Technical Proposal**

The Bidder should furnish the following as part of their Technical Proposal for the Project:

**a) Project Appreciation**

Under this item, the Bidders should provide a brief description of their understanding of the Project.

**b) Implementation Plan & Method Statement**

The Bidders should provide their plan for implementation of the Project and the method statement for the same.

The method statement should cover each of the following activities pertaining to the Project:

- i. Earthwork
- ii. Building Works
- iii. Operation and Maintenance
- iv. Environment Management

**c) Resource Allocation**

The Bidders should provide the plan for resource allocation for the Project viz. plant and equipment to be deployed, personnel at site, etc.

**d) Drawings**

The Bidders should provide the following drawings as part of their Technical Proposal.

- i. Site Plan / Layout Plan
- ii. All floor plans of all the building
- iii. Facilities planned along with area statement for the same (including parking facilities)
- iv. Key sectional views
- v. Overall elevations
- vi. Landscape Design Concept Plans
- vii. Overall 3D/ Perspective Drawing

**e) Presentation to the Evaluation Committee**

Bidders should submit a soft copy (in a non-rewritable CD) and a hard copy of their presentation in their Technical Proposal to be made to the Evaluation Committee. The same shall be deemed to form a part of the Technical Proposal. The soft copy of the presentation should contain a three-dimensional walk through of their proposed concept plan.

The Technical Proposal submitted by the Bidders would form the basis for the Development Plan, to be submitted by the Successful Bidder after the execution of the Concession Agreement.

The Bidder will be evaluated based on the parameters as mentioned in Annexure - 1

## SECTION V

### EVALUATION OF FINANCIAL PROPOSAL

#### 5.1 Financial Proposal

The Financial Proposal shall consist of the Upfront Payment and the Concession Period Payment. The Financial Proposal would be the sole criteria for selection the Preferred Bidder. The Bidder offering the highest Concession Period Payment shall be declared as the Preferred Bidder.

##### 5.1.1 Upfront Payment

The Upfront Payment shall be an amount of Rs \_\_\_\_\_ only (Rs \_\_\_\_\_ only) payable by the Successful Bidder to JMA at the time of signing of the Concession Agreement.

##### 5.1.2 Concession Period Payment

The Concession Period Payment shall be an amount payable by the Successful Bidder to JMA as per Appendix 13 of this RFP document and submitted by the Bidder along with his Proposal.

##### 5.1.3 Key Assumptions

Bidders would be required to submit information on key assumptions for the Project (Key Assumptions) in Appendix 14 based on their estimates of various parameters pertaining to the Project. Key Assumptions must include information on the following:

- i. Project Cost Estimates
  - Base Construction Cost as on Proposal Due Date
  - Contingencies
  - Details of Preliminary Expenses
  - Details of Pre-operative Expenses
- ii. Quarterly Phasing Schedule
- iii. Estimated Total Project Cost as on COD
- iv. Capital Structure
  - Debt-Equity Ratio
  - Equity capital
  - Debt funding
  - Quasi-equity, if any
- v. Terms of Debt and Quasi-equity
  - Interest Rate
  - Maturity
- vi. Economic Assumptions
  - Inflation Rate

July 2008

- vii.
  - Exchange Rate, if any
  - O& M Cost Estimates
    - Routine Maintenance Costs as on Proposal Due Date
    - Periodic Maintenance Costs as on Proposal Due Date
- viii. Other Costs and Charges
  - Establishment Cost
  - Depreciation Rates
- ix. Taxation assumptions
  - Tax Rates
  - Tax Benefits

**ANNEXURE 1****PARAMETERS FOR EVALUATION OF THE TECHNICAL PROPOSAL**

1. The Technical Proposal of the Bidders would be evaluated for acceptability based on the parameters set out below:

	<b>Parameter</b>	<b>Criteria for Evaluation</b>	<b>Marks</b>
<b>Design</b>	Architectural Design	<ul style="list-style-type: none"> <li>• Design Concept for project</li> <li>• Overall massing &amp; scale</li> <li>• Aesthetics of individual components in response to the context</li> <li>• Provision of unique facilities / activities / elements</li> </ul>	50
<b>Landscaping</b>		<ul style="list-style-type: none"> <li>▪ Extent of green cover</li> <li>▪ Ecologically sustainable solutions</li> <li>▪ Landscaping of the open area (open to sky area)</li> </ul>	20
<b>Design of Services</b>		<ul style="list-style-type: none"> <li>▪ Lighting</li> <li>▪ Ventilation</li> <li>▪ Sewerage</li> <li>▪ Drainage</li> </ul>	15
<b>Construction Methodology</b>		<ul style="list-style-type: none"> <li>▪ Overall Construction Phasing Plan</li> <li>▪ Construction Methodology</li> <li>▪ Use of eco-friendly technologies / materials</li> </ul>	15
<b>Total</b>			<b>100</b>

**NOTE:** The bidder would be required to achieve a maximum score of 80 marks out of 100.

**APPENDIX 1**

**CONCESSION OUTLINE**

The following is an outline of the proposed concession terms for the Project and is indicative in nature. The Concession Agreement forms Part II of this RFP Document.

**Concession Period**

The Concession Period for the Project is 30 years from the Appointed Date<sup>6</sup> and would include Implementation Period and Operations Period.

**Delivery of Site**

JMA would deliver the Project site, free of all encumbrances within 15 days of the Appointed Date.

**Financial Close**

The Concessionaire would be required to achieve financial close within 6 months from signing of the Concession Agreement.

**Design and Construction**

The responsibility for design and construction of the Project Facility in accordance with the Development Plan and Construction Requirements and Specifications and Standards prescribed would be that of the Concessionaire.

**Operation & Maintenance**

The Concession Agreement would set out the O&M requirements and standards. Availability of the Project Facility in accordance with specifications and standards and operation and maintenance thereof as per the specified requirements would be the responsibility of the Concessionaire.

**Independent Engineer**

An independent engineer would be appointed to monitor the Project during the Construction Period in accordance with the conditions set out in the Concession Agreement.

---

<sup>6</sup> "Appointed Date" shall mean the date of execution of the Concession Agreement.

### **Hand Back of Project Facilities**

The Project Facility would be handed back to JMA on an as -is-where-is basis at zero cost upon expiry of the Concession Period.

### **Force Majeure**

Protection in respect of certain force majeure events would be available. The list of events and the consequences thereof shall be as set out in the Concession Agreement.

July 2008

**APPENDIX 2**

**COVERING LETTER FOR SUBMITTING PROPOSAL**

*[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]*

Date:

Deputy Commissioner & CEO  
Jog Management Authority,  
Tourism Department,  
A Block, 3<sup>rd</sup> Cross,  
Gopalagowda layout,  
Shivamogga -577204

**Re: Development of Hotel Property at Jog**

Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the requirements set out in the RFP Document and information provided therein, the undersigned hereby submits the Proposal for the Project referred above.

We are enclosing our Proposal including Key Submissions, Qualification Information, Technical Proposal and Financial Proposal in one original plus one copy, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Proposal is valid for a period of time of Forty (40) weeks from \_\_\_\_\_ (Proposal Due Date).

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

Yours faithfully,

\_\_\_\_\_  
(Signature of Authorised Signatory)

(Name, Title and Address of the Bidder)

**APPENDIX 3**

**DETAILS OF BIDDER**

1.
  - (a) Name
  - (b) Country of Incorporation
  - (c) Address of the registered office, corporate headquarters and its branch office(s), if any, in India
  - (d) Date of incorporation and / or commencement of business
  
2. Brief description of the Company including details of its main lines of business.
  
3. Details of individual(s) who will serve as the point of contact / communication with JMA
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address:
  - (e) Telephone No :
  - (f) E-mail Address:
  - (g) Fax No :
  
4. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:
  - (a) Name :
  - (b) Designation :
  - (c) Address:
  - (d) Telephone No .
  - (e) E-mail address:
  - (f) Fax No :
  
5. In case of Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium
  - (b) Information regarding role of each Member should be provided as per table below

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role of the Member*</b>
1		
2		

\* Specify whether Lead Member or Hotel Operator

**APPENDIX 4A**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL**

*(On a Stamp Paper of relevant value)*

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the Development of Hotel property at Jog for which Proposal is invited by Jog Management Authority (hereinafter referred to as JMA), including signing and submission of all documents and providing information/ responses to JMA in all matters in connection with our Proposal for the said Project.

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

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2007

For \_\_\_\_\_

(Name and designation of the person(s)  
signing on behalf of the Bidder)

(Signature)

(Name, Title and Address)

Accepted

\_\_\_\_\_Signature)

(Name, Title and Address of the Attorney)

Date: .....

Notes:

- *To be executed by the Single Entity Bidder or the Lead Member (in case of a Consortium), as the case may be*
- *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.*

July 2008

- *Also, where required, the executants(s) 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.*
- *In case the Proposal is signed by an authorised Director/Representative, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

*(On a Stamp Paper of relevant value)*

**POWER OF ATTORNEY**

Whereas the Jog Management Authority (JMA), Government of Karnataka (GoK), has invited Proposals from interested parties for Development of Hotel property at Jog (the "Project").

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the RFP Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Proposal for the Project

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. \_\_\_\_\_  
(Lead Member) and M/s. \_\_\_\_\_(Operator) (the respective names and addresses of the registered office) do hereby designate M/s. \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with JMA , any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with JMA.

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

July 2008

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2007

\_\_\_\_\_  
(Executants)

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

Note:

- *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.*

**APPENDIX 5**

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**Anti-Collusion Certificate**

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2007

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

*Note:*

- *To be executed by all the Members in case of Consortium.*

July 2008

**APPENDIX 6**

**FORMAT FOR PROJECT UNDERTAKING**

To,

Deputy Commissioner & CEO  
Jog Management Authority,  
Tourism Department,  
A Block, 3<sup>rd</sup> Cross,  
Gopalagowda layout,  
Shivamogga -577204

**Re: Development of Hotel Property at Jog**

We have read and understood the RFP Document in respect of the captioned project provided to us by JMA.

We hereby agree and undertake as under:

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2007.

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorized Person

Note:

- To be signed by the Lead Member in case of a Consortium.

**APPENDIX 7**

**FORMAT FOR BID SECURITY**

(To be issued by a Scheduled Bank or Foreign Bank having a branch in India)

B.G. No. \_\_\_\_\_ dated \_\_\_\_\_.

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

**In favour of**

Deputy Commissioner & CEO Jog Management Authority, Tourism Department, A Block, 3rd Cross, Gopalagowda layout, Shivamogga -577204, which expression shall unless it be repugnant to the subject or context thereof include its , successors and assigns;

**WHEREAS**

- A. M/s. \_\_\_\_\_ Ltd., a Company incorporated under provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, has/have Proposal for Development of Hotel Property at Jog (hereinafter referred to as "the Project").
- B. In terms of Clause 2.12 of the RFP Document dated \_\_\_\_\_ issued in respect of the Project (hereinafter referred to as "RFP Document") the Bidder is required to furnish to JMA an unconditional and irrevocable Bank Guarantee for an amount of Rupees Four Lakh only (Rs 4,00,0000 only) as Bid Security.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

- a) The Guarantor, as primary obligor shall, without demur, pay to JMA an amount not exceeding Rupees Four Lakh only (Rs 4,00,0000 only), within 5 days of receipt of a written

July 2008

demand from JMA calling upon the Guarantor to pay the said amount and stating that the Bid Security provided by the Bidder has been forfeited in terms of Clause 2.12.3 of the RFP Document.

- b) Any such demand made on the Guarantor by JMA shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of JMA is disputed by the Bidder or not.
- d) This Guarantee shall be irrevocable and remain in full force for a period of <sup>7</sup>\_\_\_\_\_ months from (date)<sup>8</sup>\_\_\_\_\_ or for such extended period as may be mutually agreed between JMA and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f) In order to give full effect to this Guarantee, JMA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by JMA against the Bidder or any indulgence shown by JMA to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of JMA or any indulgence by JMA to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

<sup>7</sup> Duration of the Bid Validity Period as per Clause 2.13.

<sup>8</sup> Bid Due Date

July 2008

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by \_\_\_\_\_

Bank by the hand of Mr/Ms \_\_\_\_\_

its \_\_\_\_\_ and authorised official.

## APPENDIX 8

## FORMAT FOR ESTABLISHING EXPERIENCE

Bidder type	Name/Location of resort/ Hotel Property	Category of Hotel / resort**	Operating Experience Number of years Period (From ---)		No. of Rooms
<b>Category 1</b>	A				
	B				
	C				
<b>Category 2 (Operator member only)</b>	A				
	B				
	C				

\*\*3 star = 3, 4 star = 4 and above = 5, hotel = H

**Instructions:**

1. In case of Consortium, this sheet should be filled up by the Operator.
2. Where Proposal is submitted by a Category 1 Bidder, the row titled Category 1 Bidder only needs to be filled up. In case of Category 2 Bidder, i.e. a Consortium, the details of Operator should be provided in the second row.
3. Bidders are expected to provide information in respect of hotels/ resorts in this section. The Property cited must comply with the eligibility criteria specified in Clause 3.3 and 3.4.
4. Certificates to be furnished by Bidder for proof of classification of hotel/resort

**In case of resort property**

The Bidder should provide proof of Category (resort Classification) and experience for each of the Property as follows:

- (a) Certificate (s) from the Ministry of Tourism (Government of India) for the years of experience claimed for each of the hotels/ resorts. The certificate should clearly classify the hotel/ resort as a hotel/ resort.
- (b) Where the Bidder is the owner of the said hotel/ resort, a certificate from his statutory auditors or any competent governmental authority certifying ownership of the said hotel property/ resort by such Bidder should be provided. Further the

July 2008

Statutory Auditor should also certify that such owner has been operating the said property.

- (c) Where the Bidder is operating such hotel/ resort for which experience is being claimed, under a management agreement, the extract of the Management Agreement (s) entered into by the Bidder with the Owner/ hotel/ resort establishing the experience claimed.

**In case of Hotel property**

The Bidder should provide proof of Category (Hotel/ resort Classification) and experience for each of the Property as follows:

- (a) Certificate (s) from the Ministry of Tourism (Government of India)/ appropriate authority for the years of experience claimed for each of the hotels/ resorts. The certificate should clearly classify the hotel/ resort as a three star, four star, five star or over five star category hotel.
- (b) Where the Bidder is the owner of the said hotel/ resort, a certificate from his statutory auditors or any competent governmental authority certifying ownership of the said hotel property/ resort by such Bidder should be provided. Further the Statutory Auditor should also certify that such owner has been operating the said property.
- (c) Where the Bidder is operating such hotel/ resort for which experience is being claimed, under a management agreement, the extract of the Management Agreement (s) entered into by the Bidder with the Owner/ hotel/ resort establishing the experience claimed.

**Format for Certificate from Statutory Auditor for Ownership of Hotel / Resort  
Property**

*(On the Letterhead of the Chartered Accountant)*

Date

**TO WHOMSOEVER IT MAY CONCERN**

We have verified the relevant statutory and other records of M/s \_\_\_\_\_-(Name of Bidder) and certify that \_\_\_\_\_ located at \_\_\_\_\_ is owned and operated by \_\_\_\_\_-(Name of Bidder) from \_\_\_\_\_ (date of commencement of operations).

This certificate is being issued to be produced before Jog Management Authority (JMA) for the Selection of Partner for Development of Hotel Property at Jog.

Signature and Seal of the Auditor clearly  
indicating his/her membership number

**Format for Financial Capability of the Bidder**

Type of Bidder <sup>##</sup>	Net Worth (Equivalent Rs. Lacs)	Annual Income (Equivalent Rs. Lacs)		Investible Surplus (Equivalent Rs. Lacs)
		Year 1	Year 2	
Category 1				
Category 2 (Lead Member only)				

**##** In case of a Consortium, only the Lead Member should fill up this sheet. Any Bidder being a Category 1 Bidder should fill in details as per the row titled Category 1 Bidder and ignore the row below. In case of a Consortium, details of the Lead Member should be provided in the second row and the row titled Category 1 Bidder should be ignored.

**The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.**

**Only for Single Entity Bidder**

1. Financial Capability of one entity ("Group Business Entity") shall also be aggregated for the purpose of evaluation. The Group Business Entity shall be any one of the following:
  - (i) Subsidiary in which the Bidder directly holds not less than 51% of the paid up equity.
  - (ii) Parent Company directly holding not less than 51% of the paid up equity of the Bidder.

**General Instructions:**

1. Annual Income would mean the Total Turnover as per the audited Profit & Loss Account statement
2. Net Worth = (Subscribed and Paid-up Capital + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off)
3. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

July 2008

4. The Bidder shall provide the audited annual financial statements as required for this RFP Document. Failure to do so would be considered as a non-responsive Proposal.
5. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.
6. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability Statement in the same format as submitted by the Bidder. Failure to do so would be considered as a non-responsive Proposal.

**Format for Certificate from Statutory Auditor for Group Business Entity**

*(On the Letterhead of the Chartered Accountant)*

Date

**TO WHOMSOEVER IT MAY CONCERN**

We have verified the relevant statutory and other records of M/s \_\_\_\_\_-(Name of Bidder) and M/s \_\_\_\_\_ and certify that M/s \_\_\_\_\_ is a Group Business Entity as defined in the RFP Document issued by Jog Management Authority (JMA) for the Selection of Partner for Development of Hotel Property at Jog.

The details of the shareholding are as follows:

- 1.
- 2.
- 3.

This certificate is being issued to be produced before Jog Management Authority (JMA).

Signature and Seal of the Auditor clearly  
indicating his/her membership number

*Note:*

*Bidder applying as Single Entity can only provide details for the Group Business Entity*

**TECHNICAL PROPOSAL**

(TO PROVIDE INFORMATION IN LINE WITH SECTION IV OF THE RFP DOCUMENT)

## APPENDIX 13

## FINANCIAL PROPOSAL

1. **Upfront Payment** = Rs                      only (Rs                      only)

2. **Concession Period Payment**

(a)

Payment No.	Due Date	Amount in Figures (Rupees)	Amount in words (Rupees)
1	1 <sup>st</sup> anniversary of Appointed Date		
2	2 <sup>nd</sup> anniversary of Appointed Date		
3	3 <sup>rd</sup> anniversary of Appointed Date		
4	4 <sup>th</sup> anniversary of Appointed Date		
5	5 <sup>th</sup> anniversary of Appointed Date		
6	6 <sup>th</sup> anniversary of Appointed Date		
7	7 <sup>th</sup> anniversary of Appointed Date		
8	8 <sup>th</sup> anniversary of Appointed Date		
9	9 <sup>th</sup> anniversary of Appointed Date		
10	10 <sup>th</sup> anniversary of Appointed Date		

**Note :** The payment made in any given year during the first 10 (ten) years of the Concession Period should not be more than 20% of the sum of the payments made during the said first 10 (ten) years.

(b) The payment for the 11<sup>th</sup> anniversary of the Appointed Date shall be 5% more than the arithmetic average of the payments made from the 1<sup>st</sup> anniversary of the Appointed Date to the 10<sup>th</sup> anniversary of the Appointed Date, including the Upfront Payment.

(c) The yearly payments from the 12<sup>th</sup> anniversary of the Appointed Date shall be 5% more than the payment made in the previous year.

July 2008

.....  
Name of the Bidder

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

*Note:*

- *To be signed by the Lead Member in case of a Consortium.*

July 2008

**APPENDIX 14**

**KEY ASSUMPTIONS**

(TO PROVIDE INFORMATION IN LINE WITH CLAUSE 5.1.3 OF THE RFP DOCUMENT)