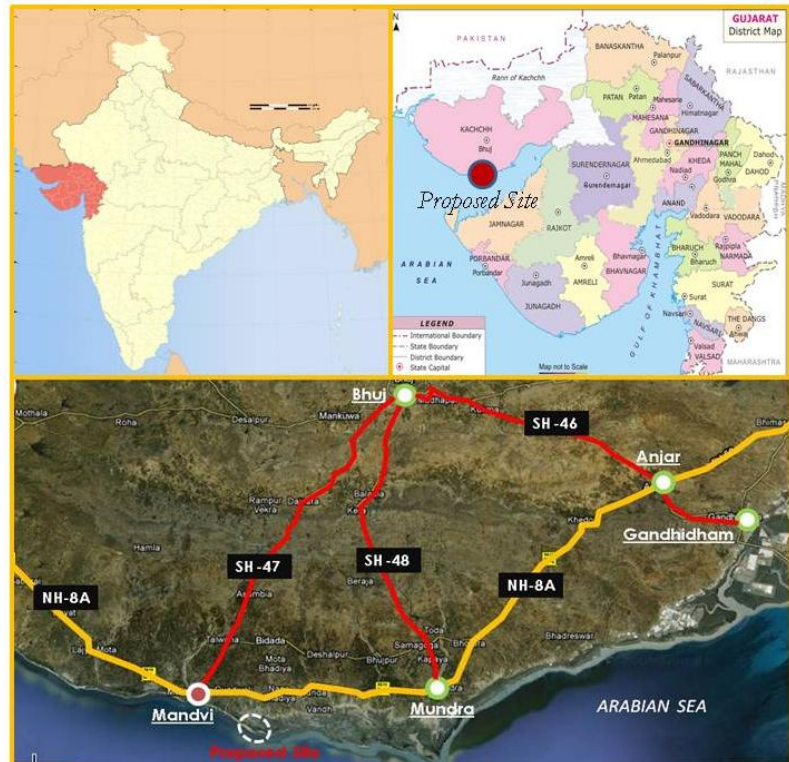


# TOURISM DEVELOPMENT AT KUTCH MANDVI, GUJARAT

## *REQUEST FOR QUALIFICATION (RFQ)*



**April 2010**



**GUJARAT  
TOURISM**

**Department of Tourism**

**Government of Gujarat**

**Gujarat Tourism Project Development Company Limited**

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## DISCLAIMER

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Government of Gujarat and/or Department of Tourism and Tourism Corporation of Gujarat Limited (the “**Authority**”) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ 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 Applicant may require. This RFQ 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 RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility of 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or

Developer/Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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ABBREVIATIONS

BUA	:	Built up Area
DoT	:	Department of Tourism
GoG	:	Government of Gujarat
GTPDCL	:	Gujarat Tourism Project Development Company Limited
IL&FS	:	Infrastructure Leasing and Financial Services Limited
IL&FS IDC	:	IL&FS Infrastructure Development Corporation
INR	:	Indian Rupee
PPP	:	Public Private Partnership
RFP	:	Request for Proposal
RFQ	:	Request for Qualification
SPC	:	Special Purpose Company
TCGL	:	Tourism Corporation of Gujarat Limited

**DEFINITIONS**

<b>Applicants</b>	:	As defined in section 1.6.1
<b>Application Due Date</b>	:	As defined in section 2.1.2
<b>Authority</b>	:	As defined in Section 2.1.1
<b>Bid Security</b>	:	As defined in section 1.6.5
<b>Bid Stage</b>	:	As defined in section 1.6.3
<b>Bidders</b>	:	As defined in section 1.6.4
<b>Concessionaire/ Developer</b>	:	As defined in section 1.6.1
<b>Conflict of Interest</b>	:	As defined in section 2.3.3
<b>Consortium</b>	:	As defined in section 2.3.1
<b>Lead Member</b>	:	As defined in Section 2.3.56(c)
<b>Net-worth</b>	:	Net-Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves - Revaluation Reserves - Miscellaneous expenditure not written off -Deferred Revenue Expenditure - Deficit in Profit & Loss Account
<b>Project</b>	:	As defined in Section 1.2.1 & 2.1.1
<b>Qualification Stage</b>	:	As defined in section 1.6.3
<b>Qualified Applicants</b>	:	As defined in section 1.6.3

**SCHEDULE OF BIDDING PROCESS**

The Authority shall endeavor to adhere to the following schedule:

<b>Event Description</b>	<b>Estimated Date</b>
<b>QUALIFICATION STAGE</b>	
Issue of RFQ document	D
Application Due Date/Submission of RFQ	D+30 days
<b>BID STAGE</b>	
Sale of Bid Documents	To be specified in RFP document
Last date for receiving queries	
Pre-Bid meeting – 1	
Authority response to queries latest by	
Pre-Bid meeting – 2	
Bid Due Date(s)	
Opening of Bids	
Letter of Award (LOA)	
Validity of Bids	
Signing of Concession Agreement	

^ D= 26 April, 2010

## SECTION I:

# PROJECT INFORMATION

## 1.1 PROJECT BACKGROUND

Tourism Corporation of Gujarat Limited (TCGL) on behalf of Department of Tourism (DoT), Government of Gujarat (GoG) intends to promote tourism in the State of Gujarat. In this regard, TCGL has formed a Special Purpose Company (SPC) named "Gujarat Tourism Project Development Company Limited" (GTPDCL) with IL&FS Infrastructure Development Corporation (IL&FS IDC). TCGL through GTPDCL is aiming to promote tourism in Gujarat by developing tourism infrastructure projects on Public Private Partnership (PPP) format. Tourism Development at Kutch Mandvi is one of the early bird projects of GTPDCL to be developed on PPP format.

## 1.2 PROJECT

- 1.2.1 The Authority intends to undertake tourism development at Kutch Mandvi in terms of development of Star category Hotel/Resort, Amusement Park/Theme Park and Arts & Craft Centre (the "Project"). The Project spreads over an area of 7 ha and is envisaged to be developed on PPP format having following land details and broad components:

Table1: land details & Project Components\*

Sl. No	Land Parcels	Land Area in hectares	Project (Indicative)	Component
1	Land Parcel 1	6 Ha (14.82 Acres)	<ul style="list-style-type: none"> <li>Star Category Hotel/Resort of 150 Rooms</li> <li>Amusement Park/Theme Park to be developed in minimum area of 5 acres</li> </ul>	
2	Land Parcel 2	1 Ha (2.47Acres)	Arts and Craft Centre	

\* Product Mix & Sizing may change at RFP stage

- 1.2.2 Applicants, based on their technical & financial capabilities as described in Section 3.2 & 3.3 shall apply for the Pre-Qualification Process.
- 1.2.3 The bidder selected through bid process is required to undertake Planning, detailed Engineering & Designing, Financing, Construction, Marketing and Operation & Maintenance (O&M) of proposed project.
- 1.2.4 The project site shall be offered to the selected bidder on as is where is basis on mutually suitable terms.

### 1.3 PROJECT LOCATION & CONNECTIVITY: KUTCH MANDVI

#### 1.3.1 Project Location:

The proposed site for tourism development is located in close proximity to Mandvi town in Kutch District of Gujarat. Project site is approximately 12-13 kms, towards eastern side of Mandvi town and falls in Mandvi taluka and outside the limits of Mandvi Municipality. It is within 500 meters from the Arabian Coast and along the Kutch Mandvi-Kashi Vishvanath beach, behind Salaya gamtal. Site offers unmatched natural beauty. The project site is blessed with 2.5 km long serene & sandy beach which is suitable for beachfront related activities including aero sports. It offer tremendous potential for development of tourism related projects.

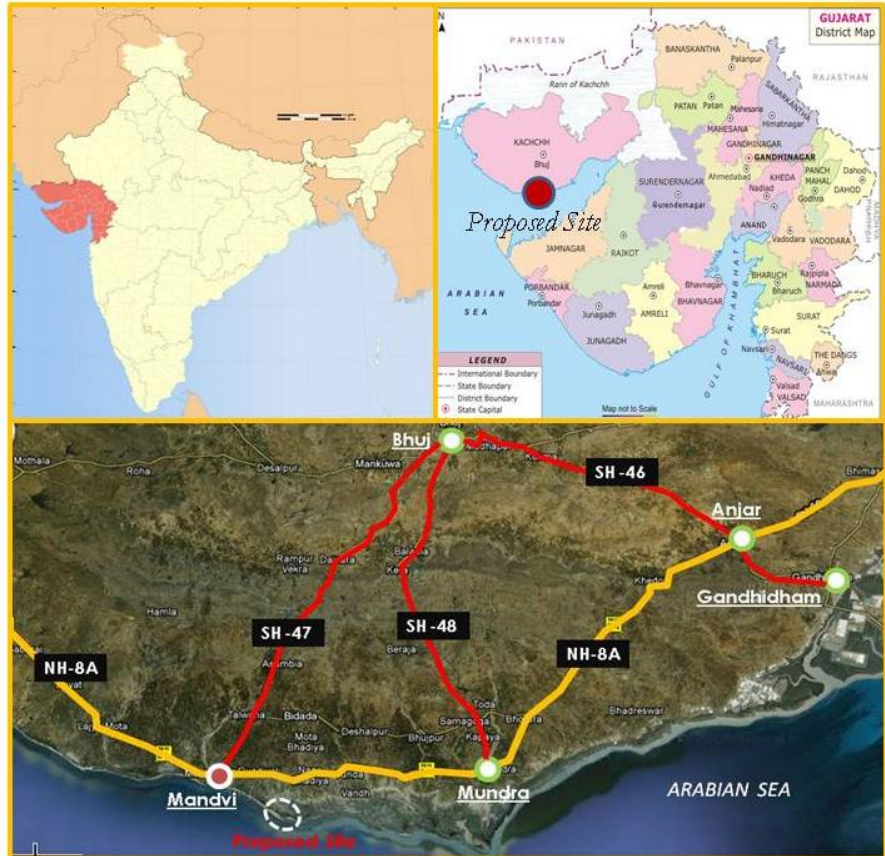


Figure 1: Project Location

The total area of the project is 7 Ha (17.29 Acres) which is presently divided into two land parcels having following details: Refer figure no.2

Table 2: Details of Project Sites

Sl.No	Land Parcels	Area	Existing Structures on Site
1	Land Parcel 1	6 Ha (14.82 Acres)	Vegetation
2	Land Parcel 2	1 Ha (2.47 Acres)	Existing “Toran Beach Resort” built structure There are 15 huts with an office structure ,presently the resort is closed and is non operational .
<b>Total</b>		<b>7 Ha (17.29 Acres)</b>	



Figure 2: Project Sites

### 1.3.2 Site Surroundings

Site surroundings have been detailed out in the table below:

Table 3 : Site Surroundings

Direction	Surrounding
North	<ul style="list-style-type: none"> <li>• Helipad at the northern side of the site.</li> <li>• Pathways, Parking space, kiosks, street lighting and furniture is being developed at the edge of the site by Gujarat Tourism for Beach Activities.</li> </ul>
East	<ul style="list-style-type: none"> <li>• On eastern side, the forest area houses Surkhab Bird Watching Area.</li> <li>• There exists a temple on the Far East edge of the site.</li> <li>• Two prominent temples of Motiampir and Ravalpir at the edge of the forest along the shore.</li> </ul>
South	<ul style="list-style-type: none"> <li>• The most prominent feature and the major asset of the site is around 2.5 km long beachfront (Arabian Sea) with fine sand towards the southern side of the site.</li> </ul>
West	<ul style="list-style-type: none"> <li>• Fisherman jetties and docking yard, the ship building activity in the creek of river Rukmavati on the western end of the site.</li> <li>• Kashi-Vishwanath Beach, the most visited local attraction in Mandvi is in close proximity to the site.</li> </ul>

### 1.3.3 Implications of Coastal Regulation Zones (CRZ) on Proposed Site

The site falls under CRZ III (within 200-500 m from the High Tide line) and therefore any site development shall be as per CRZ notification 1991 and its amendments issued by Ministry of Environment and Forestry (MoEF), Government of India from time to time apart from the Coastal Zone Management Plan of Gujarat.

### 1.3.4 Connectivity

The proposed site for tourism development is well connected with Gujarat and rest of the country by road, rail and air, as discussed below -

- **Road Connectivity:** Mandvi is well connected with all major cities of Gujarat by NH-8A which passes through the Mandvi town.
- **Rail connectivity:** Bhuj and Gandhidham are two major junctions on this route. Bhuj (60 kms) and Gandhidham (95 kms) are connected by broad gauge railway line which connects it with Mumbai, Ahmedabad and rest of the country.
- **Air connectivity:** The nearest airport is located at Bhuj, which is the district headquarters and is about 70 km from the proposed site by road. International airport at Ahmedabad is around 500 km from Kutch Mandvi and have direct flights to all major locations in India. There is also an existing airstrip at Kutch Mandvi.

#### Distance of Kutch Mandvi from major urban areas

Places	Distance by road (Km)
Mumbai	890
Delhi	1130
Ahmedabad	450
Mundra	36
Gandhidham	95

## 1.4 TOURISM ATTRACTIONS IN & AROUND KUTCH MANDVI

### 1.4.1 Gujarat Tourism Scenario

Gujarat is a tourism package by itself, which includes historical destinations, pristine beaches, wild life sanctuaries, cultural centers, hill stations, religious places, fairs & festivals and unique arts & crafts. In 2008, Gujarat ranked 9th in India in total domestic tourist arrivals, which is 2.8% of India's share (Incredible India tourism statistics 2008). Total tourists arrival to Gujarat is 15.80 million in 2008 recording CAGR growth of 14.40% over last 7 years. During the period, share of foreign tourists arrivals have also grown from 0.65 lakh to 2 lakh.

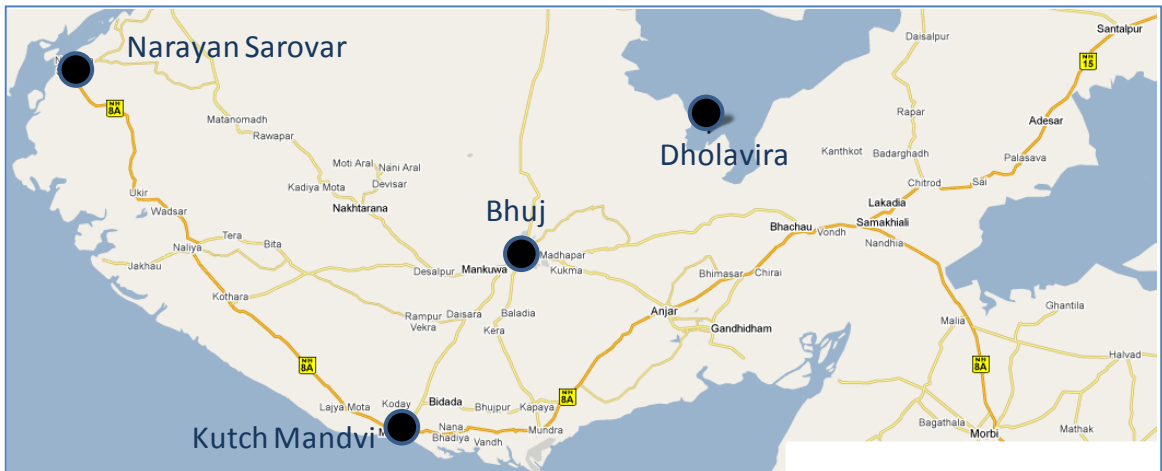
### 1.4.2 Major tourism attractions in & around Kutch Mandvi

#### Kutch Circuit

Kutch Mandvi is part of the Kutch Circuit that connects little Rann Sanctuary, Dasada, Narayan Sarowar, Koteswar, Mata-no -Madh, Bhadreshwar, Kera, Bhuj, Gandhidham, Wakaner, Konthkot and the Kutch Villages. Kutch Mandvi was an ancient sea port founded in 1581 A.D. The port was connected with ports of Far East Asia, Persia, southern ports of India & Ceylon. The port town has a very thriving ship building industry and beautiful beaches. Because of its climate, Erstwhile Maharaos of Kutch Estate has made Kutch Mandvi as their Summer Capital.

**Tourists Inflow to Kutch**

Total tourists arrivals to Kutch has increased from 2.96 lakh in 2006 to 3.31 lakh in 2007 (increase of 11.8 % over previous year). Kutch Mandvi has attracted around 3.4 % of total foreign tourists to Saurashtra-Kutch Destinations in 2007.



Year	Tourists Inflow in Kutch Mandvi
2006-07	2,96,527
2007-08	3,31,673

Source: GITCO

**1.4.3 Important tourist destinations in and around Kutch Mandvi**

*Within Kutch Mandvi*

- Mandvi Beach
  - ❖ Wind farms beach
  - ❖ Kashi - Vishwanath beach
- Vijay Vilas Palace (built in 1920 AD, having private beach & Tented accommodation)
- Aina Mahal
- Bridge on Rukmavati River (longest stone bridge built in 1883)
- Topansar lake (within Mandvi town)
- Bandhni Bazaar - famous Bandhani and other country crafts
- Traditional Ship Building - 400 year old ship building centre.
- Shyamji Krishna Verma Smarak - freedom fighter born in Mandvi
- Meghalitic Kabar - 1200 years old Tombs, which are different from the famous Muslim tombs.
- Rawalpir and Motiampir temples (Jain Temples)



*Around Kutch Mandvi*

Place	Tourism Attractions	Distance from Bhuj
<b>Dholavira (ASI protected)</b>	Located in Khadir Island, Dholavira, a 5,000 year old metropolitan city is spread over 100 acres. It is one of the largest and most prominent archaeological sites found in India, belonging to the Indus Valley Civilization.	250
<b>Kutch Great Indian Bustard Sanctuary</b>	Kutch bustard sanctuary covers 2 Sqkm area in the Abdusa Taluka of Kutch. It houses the endangered Great Indian Bustard, which is a large ground dwelling bird with long neck and ostrich like elongated legs.	110
<b>Narayan Sarovar Wildlife Sanctuary</b>	Narayan Sarovar is a Wild Ass Sanctuary. It is home to a wide array of wildlife including many species of mammals, reptiles and birds.	125

## 1.5 PROJECT STRENGTHS

The project has immense strength due to its locational advantages & geographical settings. The major strengths of the project are as follows:

- ❖ **Land Parcel:** Availability of 7 Ha (17.29 Acres) of Land, free from any encumbrances.
- ❖ **Geographical Settings:** Site is in close proximity to Arabian Coast offering panoramic view
- ❖ **Investment in Kutch & Surrounding Area**
  - Kutch accounts for 39.07 percent of the total projects currently under implementation in the State
  - According to Industrial Entrepreneurial Memoranda (IEM) filed from 1988 to 2007, Kutch has shown an investment of INR 1,00,806 Crore (USD 24,586.83 million) in industries such as infrastructure projects, metallurgical, textiles and chemicals
  - Infrastructure projects contributed maximum investments to the tune of INR 30,539 Crore (USD 7448.53 million) during the period 1998-07.
- ❖ **Economy Drivers**
  - Kutch has emerged as a hub for chemicals, minerals, textiles, engineering, oil & Gas and Port based industries
  - Kutch is an ideal gateway to Asian, African and American markets as Mundra Port offers shortest land route from any port to the vast hinterland of western and northern India
  - Presence of Mundra, Kandla and Mandavi ports has made the district a trade and logistics hub
  - Industries in the district such as minerals, port-based, engineering & auto, steel pipes, cement, salt, textiles, tourism and infrastructure projects are the drivers of economy

- Rich mineral wealth of the district is an attraction for investors. Many foreign companies are expected to invest on lignite, limestone and bauxite reserves
- Presence of a large number of SEZs, Industrial estates and parks in several sectors such as power, port based, textile and engineering, may further augment the economic growth of the district.

Lots of industries coming up in the region/Kutch district will lead to the demand for various leisure options, MICE Destinations etc. Some of the major industries of Gujarat have already established/functional in Kutch and lot of investment is being further planned in the region/district. With the establishment of industries, there would also be an increase in the workforce that needs entertainment. Mandvi therefore has a great potential to come up as one of the best leisure destinations of Gujarat.

- ❖ **Existing Infrastructure:** The access to the site and the support infrastructure such as internal and external roads upto the site is already available which provides scope for immediate development.

## 1.6 BRIEF DESCRIPTION OF THE BIDDING PROCESS

- 1.6.1 The Authority intends to follow a 2-stage process for selection of the Developer/ for the Project. The first stage of the process involves Qualification of interested parties (the "**Applicants**").
- 1.6.2 During the Qualification stage, Applicants would be required to furnish the information as specified in this RFQ Document.
- 1.6.3 This RFQ Document deals with the first stage ("**Qualification Stage**") and at the end of this stage, the Authority expects to announce a shortlist of suitable Applicants ("**Qualified Applicants**") for the next stage ("**Bid Stage**") who would then be invited to submit detailed Bid for the Project in accordance with the RFP Document.
- 1.6.4 During the Bid Stage, "**Qualified Applicants or Bidders**" would be expected to examine the Project in further detail, and to carry out their due diligence as may be required to submit Bids for the implementation of the Project. Only those Applicants that are pre-qualified and short-listed by the Authority at the first stage shall be invited to submit their Bids for the Project.
- 1.6.5 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date except in the case of the highest Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is

- not accompanied by the Bid Security.
- 1.6.6 The selected Bidder shall be the highest Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the 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, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.6.7 As part of the Bidding Documents, the Authority will provide for the Project a draft Concession Agreement and project report/ feasibility report prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it.
- 1.6.8 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.6.9 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.14.3 below. The envelopes/ communications shall clearly bear the following identification/ title:  
**"Queries/ Request for Additional Information: RFQ for Tourism Development at Kutch Mandvi, Gujarat"**

## 1.7 PROJECT ADVISOR

The Authority has, vide an Agreement with IL&FS Infrastructure Development Corporation Limited (IIDC) on a 'Project Development and Promotion Partnership (PDPP) basis', formed a Joint Venture Company with the name & style of 'Gujarat Tourism Project Development Company Limited (GTPDCL)' for undertaking project development activities of the projects being identified by the Authority.

In furtherance thereof, the Authority has identified and mandated GTPDCL to undertake project development activities for the Tourism Development at Kutch Mandvi, Gujarat. In accordance with the terms of the said agreement between the Parties, GTPDCL has engaged the professional services of IL&FS IDC to act as the Project Advisor for the development of the Project on PPP format.

**SECTION II:**

**INSTRUCTION TO APPLICANTS**

## 2.1 BACKGROUND

- 2.1.1 Tourism Corporation of Gujarat Limited (the “**Authority**”) is engaged in development and operation of Tourism Infrastructure in Gujarat. As part of this endeavor, the Authority has decided to undertake Tourism Development at Kutch Mandvi in Kutch District, Gujarat (the “**Project**”) through Private Sector Participation and has decided to carry out the Bidding process for selection of the bidder to whom the Project may be awarded.
- 2.1.2 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in the Schedule for Bidding Process for submission of Applications (the “**Application Due Date**”).

## 2.2 SCOPE OF APPLICATION

- 2.2.1 The Authority invites Application for Qualification from experienced & capable Applicants who fulfill the eligibility criteria prescribed in this RFQ and are interested in participating for the Project.
- 2.2.2 This Request for Qualification document is issued for short listing of Applicants for the Bid Stage for Tourism Development at Kutch Mandvi, Gujarat through Private Sector Participation.
- 2.2.3 This Request for Qualification document contains information about the Project pre-qualification requirements and process in relation to pre-qualification of the Applicants for further participation in the bidding process for the Project
- 2.2.4 All RFQ submissions would be evaluated on the basis of identified financial and technical capability criteria of the Applicants in accordance with the terms of this RFQ.
- 2.2.5 Applicants are required to read carefully the contents of this document and to provide required information, as per the enclosed formats so that capabilities of the Applicant can be fully appreciated, evaluated and assessed.

## 2.3 ELIGIBLE APPLICANTS

- 2.3.1 The Applicant for pre-qualification may be a single entity or a consortium of entities (the “**Consortium**”) coming together to implement the project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be a member of another Applicant Consortium. The term Applicant used herein would apply to both a single entity and a Consortium.
- 2.3.2 In case of Consortium, the entities shall enter in to a formal understanding vide a Memorandum of Association (MoA) in the format set out in Annexure - 4, for the

purpose of making their Application for the Project. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.3.5

2.3.3 An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:

- (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than twenty five percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate, as the case may be, is less than one per cent of the paid up and subscribed share capital thereof; or
- (ii) a constituent of such Applicant is also a constituent of another Applicant;
- (iii) such Applicant receives or has received any direct or indirect subsidy from any other Applicant, its Member or Associate or has provided any such subsidy to any other Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Application of either or each other; or
- (vi) such Applicant has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.3.4 An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant in any manner for matters related to or incidental to the Project.

2.3.5 In case the Applicant is a Consortium, it should comply with the following additional requirements:

- (a) Number of members in a consortium should be limited to 3 (three) members;
- (b) the Application 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**”), the lead member shall hold a minimum of 26% of paid up equity share capital in the SPC for a minimum period of 10

years from the date of signing of the agreement. The other members of the consortium shall hold a minimum of 10% of paid up equity share capital in the SPC for a minimum period of 10 years from the date of signing of the agreement. The selected bidder or consortium needs to form a Special Purpose Company (SPC) for implementation of the Project. The bidder/consortium as a whole shall hold a minimum of 51% of paid up equity share capital in the SPC for a minimum period of 10 years (Lock in Period) from the date of signing of the agreement.

- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) Members of the Consortium shall enter into a binding Consortium Agreement (the “**Consortium Agreement**”) for the purpose of submitting Bid in the event of being short-listed.

2.3.6 Any entity which has been barred by the [Central/ State Government, or any entity controlled by them] from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.3.7 An Applicant/ Consortium Member should, in the last 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 Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant/ Consortium Member.

## **2.4 CHANGE IN COMPOSITION OF THE CONSORTIUM**

2.4.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

2.4.2 Where the Bidder/ Applicant is a Consortium, change in the composition of a 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 and Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the prequalification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

2.4.3 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.

2.4.4 The modified/ reconstituted Consortium shall be required to submit a Consortium Agreement before the Bid Due Date.

## 2.5 NUMBER OF APPLICATIONS AND COST THERE OFF

- 2.5.1 An Applicant is eligible to submit only one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
- 2.5.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in either at the Qualification Stage or at the Bid Stage. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.5.3 The Request for Qualification (RFQ) document can be availed from the address mentioned under clause 2.14.3 herein below or downloaded from the following websites
- a. [www.ilfsindia.com](http://www.ilfsindia.com)
  - b. [www.iidcindia.co.in](http://www.iidcindia.co.in)
  - c. [www.gujarattourism.com](http://www.gujarattourism.com)

For avoidance of doubt it is hereby clarified that each should, among other prescribed requirements, also contain a Bank Draft towards the cost of RFQ Document, in case the same has been downloaded from the website. In case the document is purchased, a photocopy of the receipt of the payment is to be enclosed.

## 2.6 SITE VISIT AND VERIFICATION OF INFORMATION

Applicants are encouraged to submit their respective Applications 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.

## 2.7 ACKNOWLEDGEMENT BY APPLICANT

- 2.7.1 It shall be deemed that by submitting the Application, the Applicant has:
- (a) made a complete and careful examination of the RFQ;
  - (b) received all relevant information requested from the Authority;
  - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above; and

(d) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

## 2.8 RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATIONS

2.8.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 The Authority reserves the right to reject any Application if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application. Such misrepresentation/ improper response shall lead to the disqualification of the Applicant/Bidder. If the Applicant/Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected

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

## 2.9 CONTENTS OF THE RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

### Invitation for Qualification

Section I.	Project Information
Section II.	Instructions to Applicants
Section III.	Criteria for Evaluation
Section IV.	Fraud & Corrupt Practices
Section V.	Miscellaneous

### Annexures

1. Letter of Application
2. Checklist for Submission of RFQ
3. Format for Letter of Undertaking

4. Format for MoA (in case of Consortium)
5. Format for General Information
6. Financial Information of the Applicant
7. Technical Capability and Experience of the Applicants

## 2.10 CLARIFICATIONS

- 2.10.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 17.9 They should send in their queries latest by the date specified for the same in the schedule of Bidding Process contained hereinabove. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be uploaded in the websites of [www.ilfsindia.com](http://www.ilfsindia.com), [www.iidcindia.co.in](http://www.iidcindia.co.in), [www.gujarattourism.com](http://www.gujarattourism.com). The Authority shall reply to the queries without identifying/disclosing the source of queries.
- 2.10.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.10.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## 2.11 AMENDMENT OF RFQ

- 2.11.1 At any time prior to the Application Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- 2.11.2 Any Addendum thus issued will be published in the newspaper and can be downloaded from the websites of [www.ilfsindia.com](http://www.ilfsindia.com), [www.iidcindia.co.in](http://www.iidcindia.co.in), [www.gujarattourism.com](http://www.gujarattourism.com)
- 2.11.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

## **PREPARATION AND SUBMISSION OF APPLICATION**

### 2.12 LANGUAGE

The Application 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 Applicant with the Application 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

Application, the English language translation shall prevail.

### **2.13 FORMAT AND SIGNING OF APPLICATION**

- 2.13.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- 2.13.2 The Applicant shall prepare one original set of the documents comprising the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Application, marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2.13.3 The Application and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Application shall be initiated by the person(s) signing the Application. The Application shall contain page numbers.

### **2.14 SEALING AND MARKING OF APPLICATIONS**

- 2.14.1 The Applicant shall submit the Application in the format specified at Annexure-1, and seal it in an envelope and mark the envelope as "APPLICATION". The Applicant shall seal the original and each copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPIES". The envelopes shall then be sealed in an outer envelope.
- 2.14.2 Each envelope shall contain:
- (i) Application in the prescribed format (Annexure-I) along with Annexes and supporting documents; and
  - (ii) Memorandum of Association, in case of a Consortium in the format prescribed hereto as Annexure 4; and
  - (iii) duly certified true copy of Memorandum and Articles of Association, if the Applicant/Consortium Member is a body corporate, and if a partnership then a copy of its partnership deed; and
  - (iv) copies of Applicant's/ each Consortium Member's duly audited balance sheet and profit and loss account for the preceding three (3) financial years; and
  - (v) Financial Capability of the Applicant (in case of Consortium, Financial Capability of all the members) in the format prescribed hereto as Annexure 6; and

- (vi) Technical Capability & Experience in the format prescribed hereto as Annexure 7; and
- (vii) Format for Undertaking as per Annexure- 3 ,certifying that Business Entity / Promoter/s / Director/s of Business Entity are not Blacklisted / Barred ; and
- (viii) List of Technical Resource (key professionals/support staff) permanently working with Applicant along with their qualifications, experience and
- (ix) Account Payee Demand Draft of an amount equivalent to Rs. 5000/ - (Rupees Five Thousand only) in favour of "Gujarat Tourism Project Development Company Limited" payable at Ahmedabad towards the non-refundable cost of RFQ Document (in case the same has been downloaded from the website). In case the document is purchased, a photocopy of the receipt of the payment is to be enclosed;

Additionally, each of the envelopes containing the Application shall clearly bear the following identification:

**“Application for Qualification: Tourism Development at Kutch Mandvi in Gujarat”**

and shall clearly indicate the name and address of the Applicant.

2.14.3 Each of the envelopes shall be addressed to:

ATTN. OF: Chief Executive Officer (CEO), GTPDCL  
301, Dev Arc, Iskon Circle, Near Fun Republic,  
SG Highway, Ahmedabad - 380015  
Ph: 079-40206200,  
Fax: 079-40206299

2.14.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

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

## **2.15 APPLICATION DUE DATE**

2.15.1 Applications should be submitted on or before 1700 hours IST on Application Due Date (May 26, 2010) at the address provided in Clause 2.14.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained, if submitted in person.

2.15.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.16 LATE APPLICATIONS**

Applications received by the Authority after the specified Application Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.17 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF APPLICATIONS**

- 2.17.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
- 2.17.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.17.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **EVALUATION PROCESS**

### **2.18 OPENING AND EVALUATION OF APPLICATIONS**

- 2.18.1 The Authority shall open the Applications after the Application Due Date, which shall be intimated to the applicants subsequently.
- 2.18.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.18.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.18.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.18.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.18.6 The Authority reserves the right not to proceed with the Bidding Process at anytime without notice or liability and to reject any Application without assigning any reasons.

### **2.19 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and

recommendation for the short-listed pre-qualified Applicants 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 on matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

## **2.20 TESTS OF RESPONSIVENESS**

2.20.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

- (a) it is received as per format at Annexure-I.
- (b) it is received on or before the Application Due Date including any extension thereof pursuant to Clause 2.15.2;
- (c) it is signed & sealed as stipulated in Clause 2.14;
- (d) it contains all the information (complete in all respects) as requested in this RFQ;
- (e) it contains information in formats same as those specified in this RFQ;
- (f) it is accompanied by the Memorandum of Association for Consortium , specific to the Project, as stipulated in Clause 2.3.2;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

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

## **2.21 CLARIFICATIONS FROM THE APPLICANTS**

- (i) To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If an Applicant does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars

requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **QUALIFICATION AND BIDDING**

### **2.22 SHORT-LISTING AND NOTIFICATION**

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

### **2.23 SUBMISSION OF BIDS**

The Bidders/ Applicants will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

### **2.24 PROPRIETARY DATA**

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

### **2.25 CORRESPONDENCE WITH THE APPLICANT**

The Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application. In case of any queries regarding this RFQ, the Applicants may either refer them directly to the address mentioned under clause 2.14.3 hereinabove or contact the following designated nodal persons for the Project:

**Contact Persons:**

- 1. Krishna Kumar V. (+91-9898026912)**  
Email: [krishna.vadakkepat@ilfsindia.com](mailto:krishna.vadakkepat@ilfsindia.com)
- 2. Neeraj Singh (+91-9974092309)**  
Email: [neeraj.singh@ilfsindia.com](mailto:neeraj.singh@ilfsindia.com)

## SECTION III

# CRITERIA FOR EVALUATION

### 3.1 EVALUATION PARAMETERS

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

- (a) Financial Capability in terms of Net-worth (the "**Net-Worth**"); and
- (b) Technical Experience of Applicant

3.1.2 On each of these parameters, the Applicants would be required to meet the evaluation criteria as detailed in this Section. The evaluation shall be carried out in terms Pass/Fail of the Applicants for both the above mentioned parameters separately. Applicants meeting all the criteria will, subject to the terms of the Bidding Documents, be qualified to submit their Bid for the Project.

### 3.2 FINANCIAL CAPABILITY

The sole Applicant or the Consortium entities collectively should have a Net-Worth of INR 30 Crore in the last three financial years (i.e. 2008-09, 2007-08 and 2006-07).

FINANCIAL CAPABILITY		
Minimum Eligibility Criterion	Documentary Proof	Format Reference
Applicants should have a Net-worth of INR 30 crore in the last three financial years (2008-09, 2007-08 and 2006-07).	Audited Annual Accounts for the last three financial years	<b>Annexure 6</b>

### 3.3 TECHNICAL EXPERIENCE

The Sole Applicant or any member of the Consortium should have undertaken

1. Development/Construction of a star category hotel project of minimum 75 rooms in a single project during last 5 Years which is operational as on date of issue of this RFQ

Or

2. Development/Construction of a Real Estate project with a minimum investment of INR 50 crore, in a single project, during last 5 years.

**Note:**

- i. Here development includes Conceptualize, design, finance, build and market*
- ii. Construction shall mean responsibility for physical construction of an owned project or project of other business entities as a contractor.*
- iii. Applicant/Consortium shall submit the experience details as per Annexure VII.*
- iv. Applicant/Consortium shall attach necessary documents in support of completed projects such as work order/completion certificate from the competent authority. The cost of project should be certified by a recognized external institution (not a part of Applicant/Consortium) or a Chartered Accountant having a minimum experience of ten years.*

## SECTION IV

# FRAUD & CORRUPT PRACTICES

**4. Fraud and Corrupt Practices**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Pre-Qualification Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the / Pre- Qualification Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant 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 Pre Qualification Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Pre Qualification 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 Pre Qualification Process.
  - (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Pre-Qualification 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 Pre-Qualification 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 Pre-Qualification Process; or (ii) having a Conflict of Interest; and
  - (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Pre-Qualification Process.

## SECTION V

# MISCELLANEOUS

## 5.1 Miscellaneous

- 5.1.1 The Pre Qualification Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhinagar and/or Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Pre Qualification Process.
- 5.1.2 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 Pre-Qualification Process and/ or amend and/ or supplement the Pre-Qualification Process or modify the dates or other terms and conditions relating thereto;
  - (b) Consult with any Applicant in order to receive clarification or further information;
  - (c) Pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant 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 Applicant; 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 Applicant.
- 5.1.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## ANNEXURES OF FORMATS

**ANNEXURE 1: LETTER OF APPLICATION**

*(On the Letterhead of the Applicant or Lead member in case of Consortium)*

Place:

Date:

To  
 Chief Executive Officer (CEO),  
 GTPDCL  
 301, Dev Arc, Iskon Circle, Near Fun Republic,  
 SG Highway, Ahmedabad - 380015

Dear Sir,

**Sub: Tourism development at Kutch Mandvi, Gujarat**

1. We are pleased to submit our Application in response to the RFQ Invitation for “Tourism Development at Kutch Mandvi, Gujarat” (“Project”) through Private Sector Participation, issued by GTPDCL on behalf of Government of Gujarat and/or Tourism Corporation of Gujarat Limited.
2. We hereby confirm the following:
  - (a) We are submitting this RFQ on our own.

(OR)

We are submitting this RFQ as the Lead Member of a Consortium consisting of the following Members, for and on behalf of the Consortium

S No.	Names of Consortium Members	Registered address & nos.	Office address & Phone nos.	Mailing address & Phone nos.
1	..... (Lead Member)			
2	..... (Member)			
3	..... (Member)			

- (b) We are enclosing the Memorandum of Association (MoA) for Consortium signed by all the members of the Consortium, nominating and authorizing us to act as ‘**Lead Member**’ for implementing the Project.
- (c) We have perused the RFQ Invitation document and submitting our Application in compliance with the RFQ Invitation.

- (d) All information provided in this RFQ is true and correct and all documents accompanying the RFQ are true copies of their respective originals.
3. We agree to abide by this RFQ during the Validity Period, as specified in the RFQ Invitation document and/or as extended by us upon request of GTPDCL and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
  4. We understand that GTPDCL is not bound to accept any or all the RFQs it may receive, without incurring any liability to the Applicants.
  5. We understand that GTPDCL may cancel the RFQ Invitation process at any time, without incurring any liability to the Applicants.
  6. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our RFQ and qualification for subsequent bidding process.
  7. We declare that in the event that GTPDCL discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our RFQ from further participation in the RFQ evaluation process.

Dated this.....day of.....2010

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name of the person)

\_\_\_\_\_

(In the capacity of)

Company Seal

\_\_\_\_\_

(Name of firm)

**Witness**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**ANNEXURE 2: CHECKLIST FOR SUBMISSION OF RFQ**

<b>SNo.</b>	<b>Enclosures to the RFQ</b>	<b>Status (Submitted/ Not Submitted)</b>	<b>Comments, if any</b>
1	Letter of Application (On the Letter head of the Applicant or Lead Member incase of Consortium)		
2	Letter of Undertaking (to be executed by Applicant or Lead Member in case of Consortium)		
3	Memorandum of Association (MoA) among the Consortium members (In Case The Applicant being a Consortium)		
4	General Information about the Applicant ( to be submitted by each member in case of Consortium)		
5	Financial Qualification Details		
6	Audited Financial Statements/ Annual Reports		
7	Certified statements of Development/ Construction Experience Details		
8	Technical Qualification Details		
9	Company profile and manpower information		
10	Demand draft of Rs. 5000 or Photocopy of the receipt of the payment in case the document is purchased		

**ANNEXURE 3: FORMAT FOR LETTER OF UNDERTAKING**

*(On the Letterhead of the Applicant or Lead member in case of Consortium)*

Place:

Date:

To  
Chief Executive Officer (CEO),  
GTPDCL  
301, Dev Arc, Iskon Circle, Near Fun Republic,  
SG Highway, Ahmedabad - 380015

Dear Sir,

**Sub: Tourism Development at Kutch Mandvi, Gujarat.**

We confirm that we are not barred by Department of Tourism, Government of Gujarat (GoG), any other State Government in India (SG) or Government of India (GoI), or any of the agencies of DoT/GoG/SG/GoI from participating in any tourism development and real estate projects (Construction, BOT or otherwise) as on May 26 2010 (Application Due Date ).

We also undertake to meet the prevailing rules and regulations of Government of India, State Government, local planning & development authority and other competent authorities of the jurisdiction area, the environmental norms of both Sate and Central Government and all other rules& regulations as applicable.

Thanking you,

Yours faithfully,

---

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

**ANNEXURE 4: FORMAT FOR MEMORANDUM OF ASSOCIATION (MOA) FOR CONSORTIUM**

*(On Non judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)*

**This Memorandum of Association (MoA)** entered into this \_\_\_\_day of \_\_\_\_ 2010 at \_\_\_\_

Among

\_\_\_\_\_(hereinafter referred as" \_\_\_\_\_") and having office at \_\_\_\_\_, India **Party of the First Part**

\_\_\_\_\_(hereinafter referred as" \_\_\_\_\_") and having office at \_\_\_\_\_, India **Party of the Second Part**

And

\_\_\_\_\_(hereinafter referred as" \_\_\_\_\_") and having office at \_\_\_\_\_, India **Party of the Third Part**

The parties are individually referred to as **Party** and collectively as **Parties**.

**WHEREAS Department of Tourism, Government of Gujarat**, has invited Request for Qualification (RFQ) from entities interested in Tourism Development at Kutch Mandvi in Gujarat called the "Project", for a specific Concession Period.

**AND WHEREAS** the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

**IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

1. M/s.\_\_\_\_\_ shall be the Lead Member of the Consortium for all the purposes of the Project as its true and lawful Attorney to do and execute all or

any of the following acts, deeds and things for the Consortium in its name and on its behalf, that is to say:

- a. To act as the Lead Member of the Consortium for the Purposes of the Project;
  - b. In such capacity, to act as the Consortium’s official representative for submitting the RFQ and subsequent Bids comprising Capability Statement, Technical and Financial Bid for the Project and other relevant documents in connection therewith.
  - c. To sign all the necessary documents for the RFQ and Bids, including offers, papers, testimonials, statements, undertakings, applications, representations and correspondence necessary and proper for the purpose aforesaid;
  - d. To tender documents, receive and make inquiries, make the necessary corrections and clarifications to all the documents, as may be necessary;
  - e. To represent the Consortium at meetings, discussions, negotiations and presentations with DoT/GTPDCL, Competent Authorities, their Advisors and other Project related entities;
  - f. To receive notices, instructions and information for and on behalf of the Consortium.
  - g. To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.
2. That the Parties will form a Special Purpose Company (SPC) with the shareholding commitments expressly stated. The said SPC shall not undertake any other business during the Concession Period, to domicile the Project prior to the start of implementation of the Project.
3. That the equity share holding of the Parties in the issued and paid up capital of the SPC shall not be less than as Specified under Evaluation Criteria Mentioned in RFQ Document.
4. That M/s\_\_\_\_\_, M/s\_\_\_\_\_, and M/s\_\_\_\_\_, who are Members of the Consortium commit to hold the following equity stake in the SPC which are in line with the requirements of RFQ for a minimum period of 10 years from the date of signing of Agreement.

Name of the Member of the Consortium	Type of Member	Equity Shareholding


5. That the Parties shall carry out all responsibilities as Concessionaire in terms of the Concession agreement.
6. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of the Member	Type of Member	Roles & Responsibilities

7. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession agreement to be executed on award of the Project.
8. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
9. That this MoA shall be governed in accordance with the laws of India and courts in Ahmedabad shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoA to be duly executed on the date and year above mentioned.

**Witness:**

1. First Party
2. Second Party
3. Third Party

**ANNEXURE 5: FORMAT FOR GENERAL INFORMATION**

*(To be submitted for Each Consortium Member)*

S. No	Particulars	Details
1	<b>Basic Information of Organization</b>	
(a)	Name of Firm	
(b)	Status in the Project	Single Applicant/ Lead Consortium Member / Other Consortium Member
(c)	Country of incorporation	
(d)	Address of the Registered Office in India and Corporate headquarters/office, if any, in India along with telephone and fax numbers	
e)	Communication address along with telephone and fax numbers	
(f)	Date of incorporation and / or commencement of business	
(g)	Ownership of the Organization (List of stakeholders / members who own 10% or more stocks & their interest in the company)	1. 2. 3.
(h)	List of current directors	
(i)	Other key management personnel	
2	Brief description of the Company including details of its main lines of business.	
3	Proposed role and responsibilities of the Company in this Project	
4	Details of individual (s) who will serve as the point of contact/communication within the Company: (a) Name (b) Designation (c) Address (d) Telephone Number (e) E-Mail Address (f) Fax Number	

**Note:** In case of a Consortium, the information above (1-4) should be provided for all the members of the consortium in separate sheets.

COMPANY SEAL

SIGNATURE \_\_\_\_\_  
 NAME \_\_\_\_\_  
 DESIGNATION \_\_\_\_\_  
 COMPANY \_\_\_\_\_  
 DATE \_\_\_\_\_

## ANNEXURE 6: FINANCIAL INFORMATION OF THE APPLICANT

## 1. Net profit of the Applicant/consortium

*All figures in Rs crore*

Financial Year	Single Applicant/Lead Member	Consortium member 1	Consortium member 2	Total
2008-2009				
2007-2008				
2006-2007				
<b>Total</b>				

Financial Year: 1st April to 31<sup>st</sup> March

## 2. Net-worth related data

*All figures in Rs crore*

Description	As on 31.03.09	As on 31.03.08	As on 31.03.07	Average
<b>Single Applicant/ Lead Member</b>				
Paid up Capital				
<b>Add:</b> Free Reserves				
<b>Less:</b>				
Revaluation Reserves				
Intangible Assets				
Accumulated Assets				
Miscellaneous expenditure to the extend not written off				
<b>Net Worth</b>				
<b>Consortium Member 1.</b>				
<b>Consortium member 2.</b>				
<b>Total Net Worth</b>				

**Note:**

The Applicant /Consortium shall submit annual reports and audited financial statements (Balance sheet, profit and loss account and if available cash/funds flow statement) for the Lead Member and each of the consortium members containing the audited financial statements in support of the financial data.

SIGNATURE\_\_\_\_\_

NAME\_\_\_\_\_

COMPANY SEAL

DATE: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

COMPANY: \_\_\_\_\_

**ANNEXURE 7: TECHNICAL EXPERIENCE**

The following information should be provided project-wise in the format below for the projects completed (separately for construction and development experience) during last five years (please provide information of the projects which fulfill technical criteria as mentioned in section 3.3):-

- 1. Name of the Project : .....
- 2. Location : .....
- 3. Name of Client and Address : .....
- 4. Type of Project : .....
- 5. Size/Capacity of the Project : .....
- 6. Project Cost (Rs. Crore) : .....
- 7. Project Period : .....
- Start : Date/Month/Year) : .....
- Completion : Date Month/Year : .....
- 8. Name of Associated Companies/  
Consortium, if any : .....
- 9. Narrative Description of the Project : .....

Signature.....

(Authorized Representative)

**Note:**

- i. Use additional sheets, if required*
- ii. Applicant/Consortium shall attach necessary documents in support of completed projects such as work order/completion certificate from the competent authority. The cost of project should be certified by a recognized external institution (not a part of Applicant/Consortium) or a Chartered Accountant having a minimum experience of ten years.*