

# **KERALA HYDEL TOURISM CENTRE (KHTC)**

**NAME OF WORK: DEVELOPMENT OF AMUSEMENT PARK  
AT PONMUDY DAM BOATING CENTRE  
ON DESIGN, BUILD, FINANCE, OPERATE  
& MAINTENANCE (DBFOM) BASIS**

**REQUEST FOR PROPOSAL (REP)  
(SINGLE STAGE BIDDING)  
BID DOCUMENT**

**PART - 1 INSTRUCTION TO BIDDERS (ITB)**

**Director  
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# **KERALA HYDEL TOURISM CENTRE (KHTC)**

**REQUEST FOR PROPOSAL**

**FOR**

**DEVELOPMENT OF AMUSEMENT PARK AT PONMUDY  
DAM BOATING CENTRE ON DESIGN, BUILD, FINANCE,  
OPERATE AND MAINTENANCE (DBFOM) BASIS**

**Director  
Kerala Hydrel Tourism Centre  
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Kerala, India.**

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## **DISCLAIMER**

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of Kerala Hydel Tourism Centre (KHTC) is provided to the bidder(s) on the terms and conditions set out in this -TENDER document and all other terms and conditions, subject to which such information is provided. This TENDER document is not an agreement and is neither an offer nor an invitation to offer by KHTC. This TENDER is to invite proposals from applicants who are qualified to submit the bids ("Bidders"). The purpose of this TENDER is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This TENDER does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever felt necessary obtain independent advice. KHTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. KHTC may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this TENDER. The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment. KHTC does not undertake to provide any Bidder

with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies if any therein, which may become apparent. KHTC reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of KSE Board Ltd. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by KHTC. Information provided in this TENDER is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KHTC does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, KHTC also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. KHTC reserves the right to reject any or all the expression of interest /proposals /Bids received in response to this TENDER at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of KHTC shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

# **REQUEST FOR PROPOSAL**

## **1. INTRODUCTION**

### **1.1 PROJECT BACKGROUND & INTRODUCTION**

The Kerala Hydrel Tourism Centre (referred to as KHTC) intends to develop an Amusement Park on Design-Build- Finance-Operate-Maintenance (DBFOM) basis at Ponmudy Dam Boating Centre (Ponmudy Dam).

#### **A. PROFILE OF PONMUDY DAM**

Nestled inside the hills the Ponmudy Dam gives a Panoramic view to the tourist and very near to the Munnar hill station at a height of 2,500 ft. Ponmudy is located 23 km away from Munnar.

#### **B. THE SITE LOCATION**

The Site for the Amusement Park project is located in and around Ponmudy Dam. The dam of Ponmudy is a storage concrete gravity dam. The dam was constructed under the Panniar Hydro Electric Project for the purpose of water conservation and power generation. Now the dam is a vital source of electricity generation at Panniar Power house and also a haven for many wild animals and birds due to its constant water availability. Vacant area available at the right bank of the Dam is earmarked for the Amusement Park project.

#### **C. THE PROJECT**

In order to tap the existing potential of tourism in the State and especially at the Munnar area, it is proposed to develop an Amusement Park-in the Ponmudy Dam Boating Centre. As of now, the boating is in a stand still stage due to the objection from the Forest Department.

With a view to offer more entertainment opportunities to this visiting public, and to enhance the revenue, it is proposed that a modern game zone for children may be set up on DBFOM Model. The intent of the project is to develop, install & operate an Amusement Park. The existing area available for various entertainments at Ponmudy Dam Boating Centre is about 41 Acres of land, a sizable portion of which has been modified recently, and vacant areas are available leaving scope for future development of amenities for tourists 21 acres of the land will be allocated for the present proposal in the unutilized area adjacent to the right bank of the dam close to the existing dilapidated 15 numbers of cottages for the setting up of the amusement facility with all modern game amenities like 6D Theatre show, Dashing Car, Car Zone, Modern Sporting Games etc. for which the foreign equipments and technology can be utilized.

#### D. CONCESSION PERIOD

The Project is proposed to be given to the Bidder for setting up and operating the facilities thereon for a fixed period of maximum 5 years and from the date of satisfaction of the Conditions Precedent as per the Concession Agreement. The project can be continued for a further period of 5 years on mutual agreement with a percentage hike of 3% in revenue share due to the KHTC.

#### E. DEVELOPMENT MODE

The Project is proposed to be developed on Design, Build, Finance, Operate and Maintenance (DBFOM) Basis

#### F. CONCESSIONAIRE

Bidder would be responsible for designing, financing, constructing, operating & maintaining the facility for the entire Concession Period (i.e. 15 years).

#### G. ADVERTISEMENT/HOARDING CHARGES

The Bidder may have the right to permit/allow and charge for advertisement/hoarding in the Project Site as per applicable laws.

#### H. FACILITY

It is required to provide a state-of the-art facility that would give guaranteed, smooth & trouble free performance of the Project over the entire Concession Period and beyond for handing back in good operable condition.

#### I. CONFORMATION WITH BYE LAWS

Bidder shall ensure that the design of entire facility (i.e. Amusement Park) conforms to the provisions of concerned development authorities. Bye-laws, requirement of all statutory/regulatory bodies in respect of fire hazard, ventilation & lighting requirement, safety, security, evacuation, alarm etc during any disaster.

#### J. PROJECT APPROVALS

Bidder will be responsible to obtain all approvals from local bodies, statutory & regulatory authorities in respect of building plan of the Project and/or its facilities to be constructed by it.

#### K. SCOPE OF WORK

The Project envisages the following scope of work:

- a) To prepare the Comprehensive Concept Plan (CCP) including detailed design for the proposed Amusement Park in accordance with the approved conceptual plans and design and getting them approved from the KHTC or their authorized representative, local bodies and other agencies.
- b) To develop / construct the Amusement Park at the proposed Site location.
- c) The construction work is estimated to be completed in a time frame of six months.
- d) To operate/ run the Project at all time during the Concession Period.
- e) To collect revenues during operational period including fee from the users of the facility, license fee from commercial space, advertising revenues and any other user charges for amenities provided under the Project as approved by KHTC.
- f) Pay the percentage share of revenue collected every day in lieu as the Annual Concession Fee to the KHTC during operation period.
- g) Transfer the facility back to the KHTC without any encumbrances at the end of the Concession Period



L. CONSTRUCTION, OPERATION, MAINTENANCE AND MANAGEMENT OF AMUSEMENT PARK

The detailed design and construction for the proposed Project has to be in accordance with the approved conceptual plans.

It is estimated that the construction of the Project is to be completed in a maximum time frame of six months from the Compliance Date as defined in the Concession Agreement.

M. MAINTENANCE, MANAGEMENT AND OPERATION OF THE FACILITIES OF THE PROJECT

During the operation and maintenance period, the Bidder "Will take care of maintenance and operation of various facilities, license fee (from commercial space), advertising revenues, and any other user charges for amenities provided in the Facilities as approved by KHTC.

N. ANNUAL TAXES, FEE, RATES & DUTIES

The Bidder shall bear / pay all applicable taxes, fees, rates and duties as well payable by KHTC if any for operation of the proposed park

O. MINIMUM DEVELOPMENT OBLIGATIONS (ESSENTIAL FACILITIES)

Minimum development obligations of the Developer shall be as per the details provided in Appendix X. Additional land will be allocated without any additional commitment, if required.

P. ANNUAL CONCESSION FEE (ANNUITY)

- a. The Bidder will be required to pay to the KHTC the Annual Concession Fee/ ACF (annuity amount) quoted by the Successful Bidder/ Concessionaire and as set out in the Notice of Award payable as a percentage of share of revenue collected every day @ the proposed Amusement Park Project Area starting from the first year of operation period Commercial Operation Date of the Project. The minimum guaranteed annuity amount is 20.00% (Twenty Percent) of the gross revenue collected every day @ the Proposed Project Area. The ACF amount will be subjected to an inflation adjustment factor of 10% after the initial ten (10) years and thereafter a rise of 10% of the quoted amount in each year i. e. 22 % for the 11<sup>th</sup> year and 24% for 12<sup>th</sup> year thereafter 30% at the end of the concessionaire period (15<sup>th</sup> year).
- b. The ACF shall be payable by the Concessionaire to the KHTC, daily through the mutually agreed mechanism in the manner set forth in the Concession Agreement. The first ACF shall be due and payable from the day the Construction Completion Date and the project has been commissioned in full or part as the case may be.

#### Q. FINANCIAL PROPOSAL

The "bid variable" for the Project is the Annual Concession Fee (annuity) payable by the Bidder to KHTC starting from the Commercial Operation Date (COD) of the Project and until the culmination of the Concession as per the terms and conditions of the Concession Agreement as laid down in Appendix 14. Bidder quoting the highest annuity i.e. above the minimum threshold of 20% shall be the Selected Bidder, subject to its acceptance of the technical criteria as laid down herein.

## 1.2 BRIEF DESCRIPTION OF THE BIDDING PROCESS

KHTC invites Request for Proposal (RFP) from interested parties to participate in the bidding process. The Bid Proposal of only competent Bidders, who satisfy the eligibility criteria prescribed in the document and who furnish the details as per terms and conditions stated in this document, shall be opened for the purpose of selecting the Successful Bidder for the Project.

KHTC intends to follow a SINGLE STAGE (two envelopes) bidding process for selection of the Bidder for the Project comprising a Technical Qualification Stage (Envelope A) and a Proposal Bid Stage (Envelope B). Below are the brief highlights of the process:

- a) During the Bidding Process Bidders would be required to furnish the information specified in this RFP Document.
- b) This RFP deals with both the first stage (Qualification stage) and second stage (Bid Proposal Stage). However, Bid Proposals of only those Bidders shall be opened who are found to qualify the Qualification criteria.
- c) During the RFP Stage, Bidders would be expected to examine the Project in detail, and to carry out such studies as they deem fit to submit Proposals for the implementation of the Project.
- d) The Project would be awarded to the Successful Bidder after evaluating the Proposals on the basis of the bidding criteria specified in this RFP document for the Project.
- e) This RFP document contains the required details of the process to be followed during the entire Bidding Process.

## **SELECTION PROCESS AND INSTRUCTIONS TO BIDDERS**

## **2. Scope of Proposal**

2.1.1 KHTC wishes to receive Proposals from experienced and capable Bidders in respect of the Project.

2.1.2 The financial bids/Bid Proposals of only those Bidders Shall be opened who qualify the technical and financial eligibility criteria as laid down herein.

## **2.2 Eligible Bidders**

2.2.1 The Bidder may be a registered Co operative Society / Bank with sound financial back ground within the territorial jurisdiction in Rajakkad Panchyath preferably within a radical distance of 7 km from the Ponmudy boating centre. The bidder should possess at least a working capital not less than 2 crores and should be capable of raising sufficient fund not less than 5 crores for the development of the amusement facilities. The term Bidder used hereinafter would therefore apply to the registered institutions in the co operative sector.

2.2.2 The bidders are required to submit their Technical Bids and their Financial Bids in separate covers in accordance with this RFP. The technical Bid should cover the amusement park facilities they propose to furnish at Ponmudy in brief. Also the technical bid cover should contain, the qualification criteria like, the working capital of a minimum crores, territorial positing of the bidder in Rajakkad Panchayath close to the Ponmudy Dam Boating Centre. Bidders recognized as an "amusement park operator" by the Ministry of Tourism, Govt. of India would be given advantage of 25% on the threshold premium quoted.

2.2.3 If the signatory of the proposal to commit the bidding is not the secretary of the Co-operative Bank / Society, then the bidder shall submit a Power of Attorney as per the format enclosed at Appendix 1, authoring the signatory.

2.2.4 Notwithstanding anything stated elsewhere in this document, KHTC shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to KHTC. Bidder may be disqualified if it is determined by KHTC, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Eligibility Criteria. Supplementary information or documentations may be sought from Bidders at any time and must be so provided within a reasonable time frame as stipulated by KHTC.

### **2.3 Changes in the Projects**

Any changes in the projects for the proposed amusement park can be done only on mutual agreement between the KHTC and the successful bidder.

### **2.4 Number of Proposals**

Each Bidder shall submit only one (1) Proposal in response to this RFP. Any Bidder, which submits or participates in more than one Proposal will be disqualified from all its bids and: will also cause the disqualification of the Bidder of which it is a member, as the case may be.

## **2.5 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 Selection Process. KHTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **2.5.1 Project Cost**

The Project cost would include the complete cost of developing the project and other costs. There will be recurring annual- cost associated with operation and maintenance as per the scope of the work defined in the RFP.

## **2.6 Project Inspection and Site Visit**

2.6.1 It is advised that each Bidder submits its Proposal after inspecting the Site; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.

2.6.2 Site visit may be facilitated by KHTC. A prospective Bidder may notify KHTC in writing 3 days prior to its planned visit. KHTC would endeavor to facilitate the Site visit depending upon the availability of the concerned officials.

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

(A) Made a complete and careful examination of the RFP Document

and

(B) Received all relevant information requested from KHTC.

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

## **2.7 Right to Accept or Reject any or all Proposals**

2.7.1 Notwithstanding anything contained in this RFP, KHTC reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

2.7.2 KHTC 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.

## **2.8 Details to Accompany RFP**

### **2.8.1 Technical Proposal**

The Bidder shall submit the following along with the Proposal in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

### **2.8.2 Organizational Structure during Implementation and Operation**

The Bidder shall submit their proposed organizational structure. The Bidder shall also enclose CV's of the key persons associated with this project.

### 2.8.3 Implementation Schedule

#### (a) Implementation time

This shall consist of a detailed program of developing the amusement park.

The entire works have to be completed within 6 Months from the signing of the contract/ agreement including testing of the same. The concessionaire will have to start the operations & maintenance of the project area within 90 days from the signing of the contract.

#### (b) Commercial Operation Date (COD)

Commercial Operation Date will be the date of completion of the project on which the implementation of project will be completed

## **2.9 Clarifications**

Interested parties may address their queries relating to the RFP to the office of Director KHTC. KHTC would endeavor to respond to the queries. The responses will be sent by fax/ email and shall also be uploaded on the website of the KSE Board Ltd and of the consultants.

## **2.10. Amendment of RFP**

2.10.1 At any time prior to the deadline for submission of Proposal, KHTC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of an Addendum.

2.10.2 Any Addendum thus issued will be uploaded on the website of the KHTC i.e. <http://www.keralahydel tourism.com>



## **2.11 Language**

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

## **2.12 Currency**

The currency for the purpose of the Proposal shall be the Indian Rupee (INR). 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. The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on the Bid submission date. KHTC reserves the right to use any other suitable exchange rate for the purposes of uniform evaluation for all Bidders.

## **2.13 Validity of Proposal**

Proposals shall remain valid for a period not less than 60 days from the Proposal Due Date. KHTC reserves the right to reject any Proposal, which does not meet this requirement.

## **2.14 Format and Signing of Proposal**

2.14.1 The Bidder would provide all the information as per this RFP. KHTC would evaluate only those Proposals that are received in the required format and are complete in all respects,

2.14.2 The Proposal and its copy shall be typed or written in indelible ink and each page shall be initialed and stamped by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. \*\*\*\*\*

## **2.15 Sealing and Marking of Proposals**

2.15.1 The First Envelop should be marked as Envelop A (original and copy) and shall contain EMD in the form of Demand Draft along with the following documents:-

- a. Power of Attorney for the signing KHTC as per the format enclosed at Appendix 1
- b. Bidder details (Appendix 2)
- c. Technical Proposal in the prescribed format (Appendix 3) and documents pertaining to the eligibility criteria, along with supporting documents;
- d. Format of Anti Collusion Certificate as in Appendix 5.
- e. Format for Project Undertaking as in Appendix 6.
- f. Letter of Acceptance as per Appendix-7
- g. Letter of Commitment as per Appendix-8
- h. Financial proposal – 9
- i. Project details & Minimum Deliverables -10

2.15.2 The second Envelop should be marked as Envelop B and shall include:

- Financial Proposal as per Appendix- 9

2.15.3 The Bidder shall seal both **Envelope A** and **Envelope B** in an outer envelope super scribing **PROPOSAL FOR DEVELOPMENT OF AMUSEMENT PARK AT PONMUDY DAM BOATING CENTRE** and also shall mention the name(s) of the Bidder.

2.15.4 The Bidder shall also enclose in a separate envelope, enclosed in the outer envelope, **a demand draft of Rs 5,000/- (Rupees Five Thousand Only), plus GST** as applicable in favour of Director, KHTC as cost of tender form.

2.15.5 The envelope shall be addressed to:

**The Director, Kerala Hydrel Tourism Centre,  
Cabin No: 426, 4<sup>th</sup> Floor, Vydhuthi Bhavanan,  
Pattom, Thiruvananthapuram-695 004, Kerala**

2.15.6 If the envelope is not sealed and marked as instructed above, KHTC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

## **2.16 Proposal Due Date**

Proposals should be submitted before 3:00. PM 1ST on the Proposal Due Date mentioned in the Schedule of Bidding Process, at the address provided above in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission, telex or e-mail will not be considered for evaluation and short listing. However KHTC reserves the right to extend the Proposal Due Date and Time, at any

time prior to opening of the Proposals; in such cases the Proposals received prior to such extension shall not be opened. Further if the RFP document is materially modified along/during such extended period, the Proposals received prior to extension shall be returned to the Bidders and appropriate time shall be allowed for resubmission of the Proposals.

### **2.17 Late Proposals**

Proposals received after the Proposal Due Date shall not be considered,

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

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by KHTC before the opening of the Bid Proposal i.e. Envelope B. No Proposal shall be modified or substituted or withdrawn by the Bidder after the opening of Bid Proposal.

### **2.19 Evaluation of Proposals -Due Date**

KHTC would open the Proposals after 3:30 PM 1ST on the Proposals Due Date mentioned in the Schedule of Bidding Process, for the purpose of evaluation.

### **2.20 Evaluation of Proposals -Criteria**

KHTC would subsequently examine and evaluate Proposals in Accordance with the criteria set out in Section 3.

### **2.21 Evaluation of Proposals "Supporting Documents**

KHTC reserves the right to call for supporting documentation to verify the data provided by Bidders, at any time during the Bidding Process. The Bidder in such cases would need to provide the requested

clarification / documents promptly and within the stipulated time failing which the Bidder is liable to be disqualified at any stage of the Bidding Process.

## **2.22 Evaluation of Proposals -Right to Reject**

KHTC 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 Proposals.

## **2.23 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. KHTC 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. KHTC will not divulge any such information unless it is ordered to do so by any KHTC that has the power under law to require its disclosure.

## **2.24 Clarifications**

To facilitate evaluation of Proposals, KHTC may at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

## **2.25 Qualification and Notification**

After the evaluation of Proposals, KHTC would announce a list of shortlisted Bidders, who meet the Qualification Criteria. This would be followed by the opening of Financial Proposals of the shortlisted Bidders,

## **2.26 Test of Responsiveness**

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

- a. Is received before 1500 Hrs (IST) on the Proposal Due Date including any extension thereof.
- b. Is signed, sealed and marked
- c. Contains the information and documents as requested in the RFP along with the EMD in proper format.
- d. Contains information in formats specified in the RFP.
- e. Mentions the validity period
- f. It provides the information in reasonable detail. "Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by KHTC without communication with the Bidder). KHTC reserves the right to determine whether the information has been provided in reasonable detail.
- g. 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 which,

- a. Affects in any substantial way, the scope, quality, or performance of the Project/s, or
- b. Limits in any substantial way, inconsistent with the RFP document, KHTC's rights or the Bidder's obligations under the Concession Agreement, or
- c. Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

2.26.3 KHTC reserves the right to reject any Proposal which is not substantially responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by KHTC in respect of such Proposals.

## **2.27 Schedule of Bidding Process**

KHTC shall endeavor to adhere to the following schedule:

### Schedule of Bidding Process

S. No.	Milestone	Date
1.	ISSUANCE OF TENDER DOCUMENT	07.12.2018
2.	PRE-BID MEETING	If required
3.	LAST DATE FOR SUBMISSION OF PROPOSALS (PROPOSAL DUE DATE)	27.12.2018
4.	OPENING OF ENVELOPE "A" & "B"	27.12.2018

## **3 CRITERIA FOR EVALUATION**

### 3.1 Evaluation Parameters

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

- (a) Technical Experience:- Fixed assets by way of own land / building
- (b) Financial capability factor, in terms of: working capital not less than 1 crore / year  
and

Net worth on each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed herein. Bidders meeting all the criteria only will be qualified for further evaluation of the Proposal.

### 3.2 Technical Experience

- a. The bidding firm shall have the following certificates/ registration:-
  - i. Recognition from Ministry of Tourism, Government of India as an amusement tour operator if any
  - ii. Service tax registration.
  - iii. Registration certificate from the Registrar of Co-operative Societies / Banks
- b. Experience of running amusement based events / projects for a state or central government will be an advantage.
- c. An affidavit to be submitted by the bidder regarding no dues the permission certificate from any Govt. Department/ Concessioneing author from higher authorities for running tourism activities.
- d. The agency should have submitted the last tax return.
- e. The bidder should have valid PAN No. in its name.



- f. Copy of resolution of the Director Board for running tourism activities.

### **3.3 Details of Project**

The Proposed project of amusement park showing the proposed activities and the amount going to be interested.

### **3.4 Technical Details 1: Construction & Safety Requirements**

(i) Materials for the game - Material shall be fit for purpose. Timber/ Wood parts if any shall be designed in such a way that precipitation can drain off freely and water accumulation can be avoided. Metal parts shall be weather- proofed against atmospheric conditions. All materials should confirm to appropriate standards specified by statutory bodies as the case may be.

(ii) Safety system- Adequate safety system should be provided as per standards and should be collective or individual Systems, in particular with movable trolleys, shall be designed in such a way as to reduce entrapment of body parts or clothing.

(iii) Inspection and maintenance — Regular inspection and maintenance shall be carried out by the contractor: a visual inspection, a functional inspection, the inspection must be logged. The equipment and its components should be inspected or maintained as follows:

1. Routine visual check — before each opening
2. Operational inspection - every 1-3 months
3. Periodical inspection -at least once per year to include: visual inspection, functional inspection, determination of replacement state of worn parts.

(iv) The operator promoting Amusement Park must have the requisite qualification to handle this activity

(v) General & Public conveniences:

The "Amusements Park" should be built and run as eco-friendly operation. Public areas should provide place for garbage's {rubbish bin} in sufficient numbers according the size of the park and the number of client at a time. Ample toilets should be built for public use. Men and women toilet should be separate. The same shall also be provided and maintained by the concessionaire. Emergency & First Aid cabin/ room should be there. The same will be provided and maintained by the concessionaire.

A cafeteria offering refreshments to the public. The same will be provided and maintained by the concessionaire

### **3.5 Technical Details Part II: Operation Requirement**

Documents relating to site operation.

#### **Administrative:**

- Name and address of owner and operator
- Log book indicating the self annual inspections
- List of site personnel and their job titles

#### **Operational:**

- Log book containing the daily operation sheets (including faults observed during inspections at opening and closing, relevant events concerning safety). These need to be kept for each financial year.

- Personal protective equipment inspection register and operation log
- Instructor and rescue training to be documented Information to be provided for participants and visitors:
- Description of the activity and safety instructions
- Limits and restrictions for use
- Information relating to personal public liability insurance of the operator

**Competence and certification of the Rescue Patrol & technicians:**

To run a "Amusement Park" the staff should be well trained and certified.

Safety instructions and practical assessment of participants

Before commencing an activity all participants shall be informed of the safety instructions, which should include:

- a) Explanation of the Amusement Park and inherent risks.
- b) Explanation of the equipment (PPE) to use when required.
- c) Demonstration by the instructor or manipulation of the equipment by the participant.
- d) Explanation of the safety instructions
- e) Explanation of any marking placed at the beginning of every course or action system

- f) Identification of 'instructors and how and when to communicate with them
- g) Action to be taken in event of an incident.
- h) The principles of the various techniques participants will have to perform during the course shall be explained. The participants understanding of these techniques shall be assessed.

### **Equipment & Control**

The fitting of PPE shall be checked by an instructor prior to use.

The PPE shall be inspected and controlled as follows:

- a) Routine check — before participants use equipment
- b) Complete check by an inspector — at least every 12 months; after an exceptional event; after the equipment has been withdrawn from us following a routine check
- c) A personal protective equipment inspection register is required for each set of devices. All exceptional events affecting the equipment, the checks performed as a result of such events and the minimum annual checks shall be entered on the register.

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

- a. Water supply: The Concessionaire shall ensure availability: at all times of adequate water for general cleanliness of the public Conveniences and for the use of public visiting these public

conveniences. The public conveniences & water supply shall be provided by KHTC within the vicinity of the premises

- b. Electricity supply: The Concessionaire shall ensure adequate electricity supply for proper lighting for the project area where ever required. The electricity supply shall be provided by KHTC within the vicinity and further laying of electric cables / connection / payment of usage charges shall be the responsibility of the concessionaire.
- c. Sewage Connections: The concessionaire shall cater for the Sewage connection for the public conveniences.
- d. Waste Disposal: The Concessionaire shall install litterbins as suitable/ specified space such as near the Public Conveniences, walkways, activity start & end area and the disposal of the collected waste up to the garbage station/ trolley shall be the responsibility of the Concessionaire. The bidder will be responsible for lifting the garbage from the garbage stations & disposing the same in an eco friendly way.
- e. Safety & Security: The safety and security the proposed project rest with the Concessionaire.
- f. Cafeteria: Neat & clean cafeteria will be maintained by the concessionaire including potable drinking water with sitting for around 100 pax with tables. The cafeteria can be constructed in a tent also.

- g. Reception & Equipment Store: A welcome reception tented area will be maintained as registration area also used for issue of equipments etc.
- h. The Concessionaire has to operate and maintain the proposed project in accordance with the scope of work as defined herein for the project.

### **3.7 Financial Capability**

3.7.1 The financial capability of the Bidder will be evaluated on the basis of

- a) Turnover and working capital
- b) Net Worth

3.7.2 The bidding firm shall have average working capital of INR 1 crore for the preceding three years (2016 — 2018). If the 2017-18 financials are also available, they may also be submitted for considerations.

3.7.3 Copies of registration certificate of the Co-operative society / Bank.

3.7.4 The Bidder needs to provide information regarding the 'above based on audited annual accounts. The Proposal must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder for the last three (3) Financial Years.

### **3.8 Evaluation methodology**

The technical and financial capacity of the Bidder will be evaluated as per the criterias as mentioned above and all the Bidders meeting the

criteria as prescribed above shall be qualified for the purpose of opening their Financial/Bid Proposals.

3.8.1 Technical Bids of only those bidders will be opened who qualify the conditions of eligibility criteria as given in Clause 3.1, Evaluation of technical capability will be as per clause 3.2 to 3.6 and financial capability will be as per clause 3. The financial and technical capabilities of the bidders/associates shall also be considered. For these purposes bidders/associates shall mean the following "bidders /associate, in relation to the Bidder shall mean a person who controls and is controlled by or is under the common control with such Bidder. As used in this definition, the expression, control" means, with respect to a person, which is a company or corporation, the ownership, directly or indirectly of more than 50% of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such a person, whether by operation of law or by contract or otherwise".

3.8.2 In case the Bidder claims the technical and/or financial capacity of its group companies/associates, the Bidder shall necessarily submit documentary evidence in proof of such claims. Such documentary evidence shall consist of CA certificate to support such Capacity and also to establish, requisite "control" relationship as defined in 3.8.1 above.

3.8.3 Evaluation of Technical Proposal

Sl.	Contents of Technical Proposal	Brief Description	Weight age
1	Technical Bid	Based on Presentation relating to the technical bid	35%
2	Experience of Operator for similar works	Past Experience of the operator in developing similar projects/ campsites etc. Experience with government projects shall be preferred. Awards & recognition will be an advantage	15%
3	Financial Competence	Details as provided with regards to i) Working Capital ii) Net Worth in eligibility Criteria from similar business. iii) Percentage of concession fee to KHTC	50%

3.8.3.1 Remarks secured based on evaluation of the Technical Bid as per the above shall be the technical score of the Bidder for the Project being considered for evaluation (“Technical Score”).

3.8.3.2 Only those Bidders who have secured Technical Score of 70% marks or above shall be considered for further evaluation including evaluation of their Financial Bid.

### **3.9 Evaluation of Financial Proposal** (Assessment of Envelope B)

Financial Proposal of only those Bidders who meet the technical and financial Criterias as laid down above and forming part of Envelop A would be evaluated. The evaluation criteria for assessment of the Financial Proposals are described in Section 4 of this RPP. In case of ambiguity between the amount in words and figures the former shall prevail.



## **4 METHODOLOGY & CRITERIA FOR EVALUATION OF FINANCIAL BID.**

### **4.1 Financial Proposal Evaluation**

- a. This part of the RFP provides information on the methodology that will be used to evaluate the Financial Proposals received.
- b. The Project will be awarded to such eligible Bidder, who submits a responsive Bid and offers to enter into a formal Concession Agreement on the best financial terms with KHTC.
- c. This RFP Document stipulates the minimum qualification for the Project. This RFP document may be amended or technical and financial parameters of the Project may be changed by KHTC by issue of an Addendum. Such an Addendum will form part of this RFP document and would be common for all the Bidders. KHTC reserves the right to reject the Proposals, which do not conform to the Provisions stipulated in the RFP Document.
- d. Financial Proposal of only those Bidders who qualify the technical and financial criteria's after evaluation of Envelope A, would be Opened and evaluated. The Financial Proposals of the non-responsive Bidders would be returned to the respective Bidders unopened.

#### **4.1.1 Responsiveness of Financial Proposal**

- a) The KHTC will open Envelope 'B' of only those Bidders who have qualified the technical and financial criterias as laid down herein. Any bid containing caveats/deviations from RFP Document is liable to be rejected by KHTC.

- b) Bidder shall quote the percentage of revenue earned to give KHTC as concession fee and in the prescribed format would pay to KHTC as concession fee during the concession period.
- c) The Concessionaire shall pay to KHTC a Concession Fee of quoted percent of net revenue earned by it by operating the amusement park. The Concession Fee shall be paid from the Commercial Operations Date till the end of the Concession Period Transfer Date or the period extended thereof. The 'net revenue' is defined as "the gross amount billed by the Concessionaire to each its Agent/Client visiting the Amusement Park.
- d) The Concessionaire shall pay all duties and taxes in consequence of its obligations under this Concession Agreement.
- e) The Concessionaire shall deposit the Annual Concession Fee daily with KHTC or its authorized representatives till the end of the concession agreement. Failure to pay the Concession Fee in time will attract an interest of 18% per annum compounded monthly on the entire amount of unpaid Concession Fee payable. If the concessionaire fee is not paid KHTC can terminate the agreement and no compensation shall be paid for the investment made by the concessionaire.
- f) Any payments by KHTC to the Concessionaire shall be made only through the mechanism of adjustment of the Concession Fee. Any reference to such payments shall indicate the mechanism of such adjustment to the Concession Fee. No actual payments shall be made by the KHTC, other than in case of payments after the Termination Date.

4.1.2 The Financial Bids shall be evaluated on the basis of the Revenue Share Percentage as concession fee to be payable to KHTC for the Project.

4.1.3 The Financial Bids of Bidders who have secured Technical Score of 70 marks or above, shall be tabulated for the Project and the Bidder whose Financial Bid has the highest "Revenue Share Percentage" to be payable to the KHTC for the Project ("Hi Bidder") shall be given a Financial Score of 100 marks. The financial scores of Bidders for the Project shall be computed as follows:

Financial Score of Bidders for the Project =

$100 \times [\text{Revenue Share Percentage quoted by the Bidder for the Project (in INR)} / \text{Revenue Share Percentage quoted by the HI Bidder for the Project (in INR)}]$

4.1.4 The marks secured based on evaluation of the Financial Bid as per the above shall be the financial score of the Bidder for the Project ("Financial Score")

4.1.5 KHTC has liberty to get independent audit for revenue collection any time during concession period.

#### **4.1.6 Composite Score of the Bidder**

Composite Score of the Bidders for the Project shall be worked out as under:

<b>Bidder's Scores (A)</b>	<b>Weight (B)</b>	<b>Weighted Score (C) = (A)-x (B)</b>
Technical Score	70%	X
Financial Score	30%	Y
Composite Score of the Bidder		(X+Y)

#### **4.1.7 Evaluation for Preferred Bidder**

The Bidders who has secured the **highest Composite Score shall be declared the Preferred Bidder for the Project.**

#### **4.1.8 Special Conditions for Evaluation**

The Preferred Bidder would be selected as per section 3.5 However, in the event that two or more Bidders secure exactly the same Composite Score in respect of the Project, then KHTC reserves the right to:

- a. Declare as Preferred Bidder whose Technical Score is highest for the Project among such Bidders who have secured exactly the same Composite Score subject to its Net Worth being in compliant with RFP provisions, or
- b. Invite fresh Proposals from these Bidders for the Project, or
- c. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process for the Project.
- d. KHTC reserves the right based on the no of bids received is less than three to waive the bid evaluation criteria detailed above.

#### **4.1.9 Determination of Preferred Bidder**

KHTC shall issue a Letter of Intent to the Successful Bidder after obtaining approval from the Competent KHTC which needs to be accepted within 7 days of issuance of Letter of Intent.

- a. KHTC shall issue a Letter of Award (LOA) after getting the approval of the Competent KHTC to the Successful Bidder within 7 days of acceptance of LOI by KHTC.
- b. The Successful Bidder shall enter into Concession' Agreement with KHTC for the implementation of the Project within 30 days of issuance of LOA.
- c. The Successful Bidder shall be required to give performance security before signing of the Concession Agreement within 15 days of issue of Letter of Award. If the Successful Bidder fails in entering into the Concession Agreement as required without giving the required clarifications to the satisfaction of KHTC, KHTC reserves the right to begin negotiations with the next highest ranked Bidder and so on.
- d. KHTC also reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or uncovered, or
  - ii. The Bidder does not respond promptly and thoroughly to the requests for supplementary information required for evaluation of the Proposal.
  - iii. The Proposal deviates from the commercial parameters of these RFP Documents.

## **5. General Provisions**

### **5.1 Prohibition against Collusion with other Bidder**

Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder shall lose its Earnest Money Deposit.

### **5.2 Inducements**

Any effort by a Bidder to influence processing of Bids or award decision by KHTC or any officer, agent or Advisor thereof may result in the rejection of such Bidder's Bid. In such a rejection of Bid, the Bidder shall lose its Earnest Money Deposit.

### **5.3 Communication between Bidders and KHTC**

All communication, unless specified otherwise, on these RFP Documents to KHTC shall be addressed to: The Director, KHTC,

4th Floor, Vydhuthi Bhavanam, Pattom, Thiruvananthapuram—695004. Kerala.

All communication to the Bidder shall be sent to the authorized representative & signatory of the Bidders at the addresses mentioned in the covering letters to their respective Proposals, unless KHTC is advised otherwise.

### **5.4 Interpretation of Documents**

5.4.1 KHTC will have the sole discretion in relation to:

- a. The interpretation of this RFP, the Proposals and any documentation provided in Support of the Proposals; and
- b. All decisions in relation to the evaluation and ranking of Proposals, whether or not to request for any clarifications or additional information from Bidder in relation to its Proposal and the selection of the Successful Bidder.

5.4.2 KHTC will have no obligation to explain its interpretation of this RFP, the Proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the Successful Bidder.

## **5.5 Enquiries concerning the RFP / Draft Concession Agreement**

5.5.1 KHTC encourages a careful review of these RFP Documents and preparation of the observations/ comments by the Bidder. The Bidder should send their comments in writing.

5.5.2 KHTC at its discretion may respond to inquiries submitted by any Bidder. Such a response will be sent in writing to all the Bidders and will qualify as an "Addendum".

5.5.3 All inquiries should be submitted to the KHTC in writing by e-mail to [dirkhtc@kseb.in](mailto:dirkhtc@kseb.in) or [khtc.kseb@gmail.com](mailto:khtc.kseb@gmail.com)

5.5.4 No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by an officer so designated by the Director, KHTC. Written copies of KHTC responses, including a description of the inquiry but without identifying its source, will be sent to all the Bidders and will qualify as an "Addendum"

## **5.6 Bid Opening**

All Bids received by KHTC will remain sealed and unopened in KHTC possession until the Proposal Due Date. KHTC shall open all Bids, received on or prior to the Proposal Due Date mentioned under Schedule of Selection Process or on any date as extended by KHTC and communicated to the Bidders. The Bids Shall be opened in the presence of Bidders" representatives, who choose to attend. Bidders" representatives attending the Bid Opening shall register to evidence their presence,

The following information will be announced at the Bid Opening and recorded:

a. Bidders names

After the Bid Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

## **5.7 Earnest Money Deposit**

5.7.1 The Bidder shall submit an Earnest Money Deposit (EMD) for an amount of Rs 10, 00,000/- (Rs. Ten Lakhs only) along with its Proposal.

5.7.2 The Earnest Money Deposit shall be in the form of a Demand Draft in favour of the Director, Kerala Hydel Tourism Centre, payable at Thiruvananthapuram

5.7.3 The EMD shall be valid for a minimum period of 30 days more than Bid Validity Period. Upon any extension of the Bid Validity Period, the validity of the EMD shall be extended by the corresponding period.

5.7.4 KHTC shall have the right to reject the Proposal, which does not include the Earnest Money Deposit as non-responsive Proposal.



5.7.5 The EMD of unsuccessful Bidders, except the second successful Bidder will be returned within a period of ten (10) days from the date of acceptance of Letter of Intent by the Successful Bidder. However, the EMD of second Successful Bidder shall be returned on signing of the Concession Agreement by the Successful Bidder.

5.7.6 The EMD of the Successful Bidder shall be returned on submission of Performance Security by the Successful Bidder to the KHTC as per C1. 5.8 of this RFP document.

5.7.7 In addition to the above, KHTC will promptly release EMD of all the Bidders in the event KHTC decides to terminate the Bidding Process.

5.7.8 The EMD shall be forfeited by KHTC, in any of the following case:

5.7.8.1 The Bidder withdraws its bid after the Proposal Due Date.

5.7.8.2 Successful Bidder fails to accept Letter of Intent

5.7.8.3 Successful Bidder fails to Submit the Performance Security or

5.7.8.4 Successful Bidder fails to enter into Concession Agreement within the time prescribed.

## **5.8 Performance Security**

5.8.1 The Successful Bidder Shall for due and faithful performance of its obligations during the Project implementation and completion, provide to KHTC a performance security of Rs. 20, 00, 000/- (Rupees Twenty Lakhs only) in the form of Demand Draft in favour of the Director, Kerala Hydrel Tourism Centre from SBI or any Nationalized Bank or Indian Scheduled Commercial Bank. In case the EMD is not returned,

only the additional amount of Rs 10,00,000 (Rupees Ten Lakhs only) need to be submitted.

5.8.2 The Performance Security shall be provided within 15 days of issue of Letter of Award by KHTC. The Performance Security shall be released to the Successful Bidder as per provisions of the Draft Concession Agreement and reiterated as below:

The interest free performance guarantee will be released after three months from the date of expiry of the concession period.

5.8.3 In case the Successful Bidder fails to furnish the Performance Security within the stipulated time as mentioned herein, the LOA shall stand void and LOI may be issued to the second highest Bidder.

## **5.9 Sources of Funds**

The responsibility to raise funds for the Project would rest with the Successful Bidder.

## **6. FRAUD AND CORRUPT PRACTICES**

6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the KHTC may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

6.2 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**Fraudulent practice**" means a Misrepresentation or omission of facts or Suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(b) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

(c) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by KHTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or' (ii) having a Conflict of Interest; and

(d) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **7. MISCELLANEOUS**

7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of Kerala and the competent Courts in Kerala State Shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.2 KHTC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) Consult with any Bidder in order to receive clarification or further information;

(c) Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

(d) Retain any information and/ or evidence submitted to KHTC by, on behalf of, and/ or in relation to any Bidder; and/ or

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

7.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the KHTC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

7.4 The bidder should vacate the place on expiry of the concession period within a period of three months for the date of termination notice. Or else, penalty of Rs. 5 (five) lakhs per month will be charged which will be deducted from the performance guarantee.

**Power of Attorney for signing of Proposal & execution of Concession Agreement**

Know all men by these presents, We .....(name of the firm and address of the registered office) do hereby irrevocable constitute, nominate, appoint and authorise Mr/Ms (name ..... son/daughter/wife of ..... and presently residing at ..... who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the "Development of Amusement Park at Ponmudy Boating Centre", proposed or being developed by KHTC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences and providing information/ responses to the KHTC, submission of Bid, representing us in all matters before the KHTC, signing and execution of all contracts including the Concession Agreement and undertaking consequent to acceptance of our Bid, and generally dealing with the KHTC in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us and/ or till the entering into of the Concession Agreement with the KHTC.

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

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

(Signature, name, designation and address)

Witness : 1. (Notarized)

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

**Details of Bidder**

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

Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project :

Details of individual(s) who communication for KHTC :

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number :
- f. E-Mail Address :
- g. Fax Number :

Particulars of the Authorized Signatory of the Bidder :

- a. Name :
- b. Designation :
- c. Address :
- d. Phone Number :
- e. Fax Number :
- f. E-Mail Address :

**FORMAT FOR LETTER OF PROPOSAL**

*On the Letter Head of the Bidder (in case of Single Bidder)*

Date:.....To,

**Sub: Development of Amusement Park at Ponmudy Dam Boating Centre on Design, Build, Finance, Operate & Maintenance (DBFOM) basis**

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 qualification requirements and information provided , the undersigned hereby express it's interest and apply for qualification for the Amusement Park at Ponmudy Boating Centre on Design, Build, Finance, Operate and Transfer (DBFOM) basis.

We are enclosing our Proposal, in one Original with the details as per the requirements of the Bid Document for your evaluation.

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

We confirm that the Proposal is valid for a period of 180 days from the due date of submission of Proposal and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by (name of the Bidding Company) who is the Bidding Company in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by KHTC and in any subsequent communication sent by KHTC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from KHTC.
3. We confirm that there are no conditions in "Envelope B: Financial Proposal".
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate and Transfer in Idukki District , in the event that we are finally selected.
6. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal due date. Our PAN number is ..... Our GSTIN number is .....

Thanking you  
Yours Sincerely,

For and on behalf of :  
Signature:  
Name of the Person:  
Designation:

**FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER**

**BID RESPONSE SHEET 3**

**Format for Financial Capability of Single Entity Bidder**

**Turnover and Net Worth**

Net Worth (Rs Crore)	Turnover (Rs Crore)		
	Year 2016	Year 2017	Year 2018
As on 31.03.2018			
Working Capital			

(Signature of Authorized Signatory)

**Company Seal & Stamp**

**Signature, Name, Address and Membership No. of Chartered Accountant**



**APPENDIX 5**

**FORMAT FOR ANTI- COLLUSION CERTIFICATE**  
*[To be submitted on the letter head of the Bidders separately]*  
**Anti-Collusion Certificate**

Date :.....

To,  
-----  
-----

**Sub: Development of Amusement Park at Ponmudy Dam Boating Centre on Design, Build, Finance, Operate & Maintenance (DBFOM) basis.**

Sir,

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

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

Date this ..... Day of ....., 2018

Name of the Bidder

Signature of the Authorized Person

**FORMAT FOR PROJECT UNDERTAKING**

*[To be submitted on the letter head of the Bidders separately]*

To,  
-----  
-----

**Sub: Development of Amusement Park at Ponmudy Dam Boating Centre on Design, Build, Finance, Operate & Maintenance (DBFOM) basis.**

Sir,

We have read and understood the Bid Document in respect of the captioned project issued by Director, KHTC.

We hereby agree and undertake as under:

- a. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
- b. We are not barred by the Government of India or the Government of Kerala or their Departments or Agencies from participating in any projects (DBFOM or otherwise).

Dated this ..... Day of ..... 20.....

Name of the Bidder

Signature of the Authorized Person

**Company Seal & Stamp**

**APPENDIX 7**

**FORMAT OF LETTER OF ACCEPTANCE**

*[The letter of acceptance is to be submitted by the bidder]*

Date :.....

Place:.....

To,  
-----  
-----

**Sub: Development of Amusement Park at Ponmudy Dam Boating Centre on Design, Build, Finance, Operate & Maintenance (DBFOM) basis.**

Dear Sir,

This has reference to the proposal being submitted by (Name of the company) in respect of selection of successful bidder to **Design, Build, Finance, Operate & Maintenance of Amusement Park at Ponmudy Dam Boating Centre** Idukki District in response to the RFP document issued by ..... dated .....

We hereby confirm the following:

- a. We (name of the company furnishing the letter of acceptance), have examined in detailed and have understood and satisfied ourselves regarding the contents including in respect of the following.
  - i. The RFP Document issued by KHTC;
  - ii. All subsequent communication between KHTC and the bidder, represented by (mention name of the company)
  - iii. The proposal being submitted by (name of the company)
- b. We agreed to abide by the terms and conditions of the RFP document and the proposal being submitted by the company in respect of the project.
- c. We also reaffirm that (name of the secretary of the Bank) continues to be bidder and that (provide name, designation & address of authorised representative and signatory here) designated as the authorised representative and signatory of the company is the authorised representative and signatory in respect of all matters concerning our proposal for this project and contractual commitments thereof.

Thanking you,

Yours sincerely,

For and on behalf of:

Signature:

**APPENDIX 8**

**FORMAT OF LETTER OF COMMITMENT**

*[The letter of commitment is to be submitted by the bidding company]*

Date :.....

Place:.....

To,

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**Sub: Development of Amusement Park at Ponmudy Dam Boating Centre on Design, Build, Finance, Operate & Maintenance (DBFOM) basis.**

Dear Sir,

This has reference to the proposal being submitted by the bidder **Design, Build, Finance, Operate & Maintenance of Amusement Park at Ponmudy Dam Boating Centre** Idukki District in response to the RFP document issued by KHTC.

We hereby confirm the following:

- a. We (name of the promoter), have examined in detailed and have understood and satisfied ourselves regarding the contents including in respect of the following.
  - i. The RFP Document issued by KHTC;
  - ii. All subsequent communication between KHTC and the bidder, represented by (mention name of the bidding company)
  - iii The financial proposal being submitted by (name of the bidding company)
- b. We agreed to abide by the terms and conditions of the RFP document and the proposal being submitted by the bidding company in respect of the project.
- c. We also reaffirm that give (name, designation & address of authorised representative and signatory here) designated as the authorised representative and signatory of the bidding company as the authorised representative and signatory in respect of all matters concerning our proposal for this project and contractual commitments thereof.

Thanking you,

Yours sincerely,

For and on behalf of:

Signature:

Name of Person :

Designation :

**APPENDIX 9**

**Financial Proposal (Format for Information Submission)**

(To be provided on the letterhead of the Bidder) Date : Place:

To,

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Dear Sir,

**Sub: Development of Amusement Park at Ponmudy Dam Boating Centre on Design, Build, Finance, Operate & Maintenance (DBFOM) basis.**

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by KHTC.
2. ....% is the Gross Revenue Share generated every day at the proposed Amusement Park (minimum 20% threshold fixed) in lieu as the Annual Concession Fee (ACF) to be paid every day at all time during the operation period to KHTC, in form of cash/Demand Draft in favour of Director, KHTC payable at Thiruvananthapuram, to be enhanced by an inflation adjustment factor of 10% every year after the initial ten (10) years.
3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the RFP Document.
4. We confirm that our Financial Proposal is FINAL in all respects and contains No conditions.
5. We confirm that in the event of more than one Responsive Bidders quoting the same lump sum value, KHTC shall break the tie by way of draw between such Bidders.
6. We confirm that, the information submitted in our Financial Proposal is completed and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, build, finance, operate and transfer the Project, in the event that we are finally selected.
8. That the Annual Concession Fee (annuity) will be payable from the beginning of the operation period.
9. If the Annual Concession Fee is not paid daily the performance Guarantee provided for the same will be en-cashed by the KHTC.

For and on behalf of:

Signature:

Name of the Person:

Designation:

**Project Details & Minimum Deliverables**

**A. Objective of the Project**

The objective of KHTC is to develop/construct the Amusement Park at the proposed Ponmudy Boating Centre Site. To provide an unforgettable experience combining amusement and entertainment while sensitizing visitors to the fragile environment, thereby serving the society yet retaining the economic viability. The land is intended to be developed on PPP basis. The project to be developed would broadly include nature interpretation centre, parks, entertainment, food, nature trails and adventure sports.

**B. Proposed Site**

The Site for the Amusement Park project is located in the Major Tourist Attraction Spot in Ponmudy. The section of Ponmudy Catchment Area from right side of the dam & colony area is remarked for the Amusement Park project.

**C. Tourism Profile of the Proposed Site**

With immense potential for nature based leisure and eco-tourism in the region, and after assessment of the feasibility of the possible tourist activities here the focal products at this destination will be an eco-park with eco resort, food courts/ cafeteria, adventure sports activities directed towards a more comprehensive tourism experience.

The primary activities at this destination are proposed to be:

1. Eco-tourism Park with various facilities
2. Adventure sports activities and children's park

**D. Mandatory Activities**

- a. Infrastructure facilities like Toilet Facilities (for ladies, gents and handicaps), Drinking Water, Site-outs, lighting, landscaping and site development etc.
- b. Interpretation Centre, Library, Souvenir Shop, Natural Trail, Children's Park, Nursery, Cafeteria, Children Play Area, Adventure sports activities.
- c. The facility may be designed as per the requirement of the Project. The use of standards and specifications for use of material, construction technology and operations shall adhere to the national and international set of specifications and the best practices in the industry.
- d. All basic necessities like drinking water, toilets, DG sets, Fire fighting facility, security shall be provided.