



F.No.22/21/2010-SPORTS

LAKSHADWEEP TOURISM

SOCIETY FOR
PROMOTION
OF
NATURE
TOURISM AND
SPORTS

Kavaratti, dated 5th August, 2010.

REQUEST FOR QUALIFICATION

- 1.1. The President of India, represented by Managing Director, Society for Promotion of Nature Tourism and Sports (SPORTS), Administration of the Union Territory of Lakshadweep had invited sealed bids/offers from Hotel/Resort Operators desirous of operating for a period of 5-10 years, the 60 bedded Bangaram Island Resort located at Bangaram Island, Union Territory of Lakshadweep vide Invitation For Bids F.No.22/21/2010- SPORTD dated 1st July 2010. Subsequent to it Lakshadweep Administration had discussions with Planning Commission, Govt of India. The Planning Commission, has advised the Lakshadweep Administration to conform to the Guidelines for Public Private Participation of Govt of India and follow the two stage system of Request for Qualification (RFQ) and Request for Proposal (RFP) with regard to invitation of bids for operation of Bangaram Island Resort. Therefore in modification of the Invitation For Bids F.No.22/21/2010- SPORTS dated 1st July 2010 Managing Director, SPORTS invites Request For Qualification (RFQ) from qualified Hotel/Resort Operators desirous of operating 60 bedded Bangaram Island Resort located at Bangaram Island, Union Territory of Lakshadweep initially for a period of 5, years extendable for another 5 years at mutually agreed terms and conditions as deemed appropriate.
- 1.2. Interested Hotel/Resort operators may obtain further information from and obtain the Request for Qualification (RFQ) at the office of the Assistant General Manger, Society for Promotion of Nature Tourism and Sports, Lakshadweep Office, Willingdon Island, Cochin-3.
- 1.3. Complete set of Request for Qualification (RFQ) may be purchased by interested bidders on submission of a written application to the above and upon making a payment of \$ 500 (Five Hundred US Dollar) which will include the cost of courier mailing. The Request for Qualification (RFQ) can also be down loaded from the website of the SPORTS at www.lakshadweeptourism.com. A bankers cheque or draft of \$500 (five hundred US dollars) may be enclosed with such down loaded bid documents. Those Hotel/Resort operators who have

SPORTS, Lakshadweep Office, Indira Gandhi Road, Willingdon Island, Kochi - 682 003.
Phone : 0484 2668387, 2666789. Fax : 0484 2668647
www.lakshadweeptourism.com / e-mail: laksports_2004@vsnl.net

purchased bid documents in response to Invitation For Bids F.No.22/21/2010- SPORTS dated 1st July 2010 may request for a free copy of the Request for Qualification (RFQ) from Assistant General Manger, Society for Promotion of Nature Tourism and Sports, Lakshadweep Office, Willingdon Island, Cochin-3. or may download the Request for Qualification (RFQ) and submit the same as per this Request for Qualification.

- 1.4. Indian bidders or companies registered in the Republic of India wishing to collect the documents shall pay Rs.10,000 (Rupees Ten Thousand) only as the purchase price.
- 1.5. The bidding documents are non-transferable.
- 1.6. Bids must be delivered to the above office on or before 1500 hrs on 27th August, 2010 to the Managing Director, Society for Promotion of Nature Tourism and Sports, Lakshadweep Office, Willingdon Island, Cochin-3.
- 1.7. The schedule of the request for qualification process

Event Description

<u>Qualification stage</u>	<u>Date</u>
1 Last date for receiving the queries :	16-08-2010
2 SPORTS to responds to queries latest by :	21-08-2010
3 Application due date :	27-08-2010
4 Announcement of short list :	04-09-2010

<u>Bid Stage</u>	<u>Estimated Date</u>
1 Sale of Bid Documents	: 06-09-2010 to 13-09-2010
2 Bid due date	: 20-09-2010 at 15:00 hours
3 Opening of Bids	: 20-09-2010 at 17:00 hours
4 Letters of Award (LOA)	: 30-09-2010
5 Validity of Bids	: 120 days of bid due date

- 1.8. Bids will be opened in the presence of Hotel/Resort operators' representatives who choose to attend at 1600 hrs on 27th August,

2010 at office of the Managing Director, Society for Promotion of Nature Tourism and Sports, Lakshadweep Office, Willingdon Island, Cochin-3 or any other venue that Managing Director, Society for Promotion of Nature Tourism and Sports, Administration of U.T of Lakshadweep may announce.

1.0 Any query on Request for Qualification (RFQ) may be sent to e-mail sportslak@gmail.com and reply to the queries will be posted on SPORTS website www.lakshadweeptourism.com


Managing Director (SPORTS)
For and on behalf of President of
India

**REQUEST FOR QUALIFICATION
(RFQ)
Bangaram Island resort
by SPORTS**

Request for Qualification (RFQ)

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 the Authority or any of its 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 Administrator, U T of Lakshadweep and Chairman SPORTS 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").

The Administrator, U T of Lakshadweep and Chairman SPORTS, 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 Administrator, U T of Lakshadweep and Chairman SPORTS 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 Administrator, U T of Lakshadweep and Chairman SPORTS 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 Administrator, U T of Lakshadweep and Chairman SPORTS is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder, as the case may be, for the Resort and the Administrator, U T of Lakshadweep and Chairman SPORTS 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 Administrator, U T of Lakshadweep and Chairman SPORTS 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 Administrator, U T of Lakshadweep and Chairman SPORTS 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.

1. Introduction

1.1 Background.

1.1. The Union Territory of Lakshadweep is a group of 27 islands, with a total geographical area of 32 sq.km and surrounded by 4200 sq kms of lagoon rich in marine wealth. It is one of the most spectacular tropical island eco systems situated in Arabian Sea, between 8⁰ N and 12⁰.30' N latitudes and 71⁰E and 74⁰ E longitude, about 220 km to 440 kms west of Kochi, Kerala State. Out of 27 islands, only 10 are inhabited. The average annual rainfall is 1600 mm and is received during the South West monsoon (June to September). The temperature ranges from 25 degree to 35 degree Celsius in summer and 20 degree to 32 degree Celsius in the winter. The humidity is usually 70 to 75%. All the islands are endowed with sandy beaches fringed with coconut trees, coral reefs, lagoons and unpolluted clear water with rich coral and marine life.

Although all the inhabited islands have developed infrastructure for tourists, Bangaram, an uninhabited island has been developed to provide low volume high value eco-tourism considering its scenic beauty, coconut groves, silvery beach, transparent water, extensive blue lagoon, rich coral and marine wealth and its proximity to the Airport at Agatti island (8 km south). Bangaram Island lies at 10⁰ 56' N latitude and 72⁰ 17' E longitude, about 460 km west of Kochi. The island, about 48 hectares of dense coconut groves, is surrounded by 46.25 sq km of blue lagoon. The resort is situated in an area of 4710 sqm in Bangaram Island. Thinnakara Island and islets Parali I & II also form part of the lagoon. On arrival at Agatti Airport, one can reach Bangaram Island by about one hour boat journey. During monsoon, when the sea is rough,

transport of tourists can be done by a Helicopter. There is regular air service between Kochi and Agatti. There is regular air service between Agatti, Cochin and Bangalore by Kingfisher Airlines which can seat 48 persons and offers maximum free baggage of 25 Kg per person. The Kingfisher Airlines operate 3 days in a week as of now. Kingfisher flights operate round the year and Indian Airlines was operating only during fair weather from October to April. Bangaram Island Resort has been developed as an ecofriendly resort on an area of 4710 Sq.m and all care has been taken to ensure that fragile ecology of the island is not disturbed by the facilities provided at the resort. The resort has not been provided with air conditioning in the huts and power requirement of light and fans of the resort is met from solar energy. The resort has two types of huts. 3 Deluxe Huts which have double bedrooms with private sitting areas and which can accommodate four persons each and twenty six single bed room huts with private verandah that can accommodate two persons each. Altogether, the resort can accommodate 60 persons. The Resort has a restaurant with bar (though there is prohibition in force in the rest of the Islands as they are inhabited). The resort is ideal for various water sports and recreation facilities including fishing, boat ride, wind surfing, kayaking, snorkeling, scuba diving, visits of coral reefs in glass bottom boats and transit trip to other islands in the lagoon. More water sports facilities that are eco-friendly can be added. Bangaram has a first aid centre, Agatti island (8 km south of the resort) has a Community Health Centre with qualified medical personnel. The resort has over the years attained the status of a quiet getaway and is popular among foreign and domestic tourists. It is dubbed as divers paradise for its underwater life and corals, which offers a breath taking view. The resort is a great destination for all types of tourists; those who don't want to dive can indulge in snorkeling, swimming or just laze on the beach. It gives one an opportunity to be with one self and enjoy nature's bounty uninterrupted. The resort has in the past been recognized by the

Department of Tourism, Government of India as an eco friendly resort and excellent centre for eco-tourism.

The Board of Management of SPORTS intends to pre-qualify and shortlist applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the operation of the resort through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2. The selected bidder, who is either an individual or a registered partnership firm or a company incorporated under the Companies Act 1956 or a foreign company under similar Act of their country shall be responsible for financing, operation and maintenance of the resort under and in accordance with provisions of an agreement to be entered into between the selected Bidder and the Administrator U.T.Of Lakshadweep and Chairman SPORTS in the form to be provided by the SPORTS as part of the Bidding Documents pursuant hereto. **If the bidder has any investment with overseas intent or content, the bidder(s) shall have to take all the necessary approvals of the Government of India, including the clearances from the Ministry of Finance and RBI and submit to UTL Administration timely.**

1.1.3. The scope of operation and maintenance of the resort will include the energy generation and conservation, water production and conservation, sewage and waste water disposal, garbage collection and disposal, providing Ayurvedic massage treatment, Spa facilities, ecofriendly world class water sports facilities, conservation of flora and fauna and establishment of a dedicated mode of transport between Kochi-Agatti and Agatti-Bangaram to optimise coverage throughout the year.

1.1.4. The Managing Director, SPORTS 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 Administrator U.T.of.Lakshadweep and Chairman SPORTS and, all

applications shall be prepared and submitted in accordance with such terms on or before the date specified in the schedule of Bidding for submission of applications (the “**Application Due Date**”)

1.2. Brief description of Bidding process.

1.2.1. The Administrator U.T.Of.Lakshadweep and Chairman SPORTS has adopted a two- stage process (Collectively refer to as the “**Bidding Process**”) for the selection of bidders for award of operation and maintenance of the resort. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of the interested parties / consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall unless repugnant to the context, include Members of the consortia).Prior to making an Application, the Applicant shall pay USD 500 (Five hundred U S Dollars) in case of foreign applicant / Rs 10,000 (ten Thousand) in case of Indian applicant , as the case may be,to the SPORTS as the cost of RFQ process. At this stage the Administrator U.T.of.lakshadweep and Chairman SPORTS expects to announce a shortlist of Applicants who qualify as RFQ, who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”)

The Administrator U.T.of.Lakshadweep and Chairman SPORTS shall be entitled to disqualify an Applicant in accordance with the guidelines of the Government of India issued vide the OM No. 6/4/2001 DD - II Dated 13th July 2001 of the Government of India at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form enclosed (Appendix- v)

1.2.2. In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants who are pre-qualified and shortlisted by the Administrator U.T.Of Lakshadweep and Chairman SPORTS shall be invited to submit their Bids for the Resort. The Administrator U.T.of. Lakshadweep and Chairman SPORTS is likely to provide a comparatively short time span for submission of the Bids for the Resort because the current lease is lapsing by 31st August,

2010. The applicants are, therefore, advised to visit the Resort if necessary and familiarize themselves with the Resort.

1.2.3. In the Bid Stage the Bidders will be called upon to submit their financial offers (the “**Bids**”) in accordance with RFP and other documents to be provided by the Administrator U.T.Of.lakshadweep and Chairman SPORTS (collectively the “**Bidding Documents**”) The Bidding Documents for the resort will be provided to every pre-qualified Bidder on payment of non refundable USD 2000 (Two Thousand US dollars)/ Rs.100,000 (Rupees One Lakh) .The Bid shall be valid for a period of 120 days from the date specified in the schedule of Bidding for submission of Bids (the “**Bid Due Date**”)

1.2.4. In terms of the RFP, a Bidder will be required to deposit, along with its bid, a bid security of USD 10,000 (Ten Thousand US Dollars)/ Rs.500,000 (rupees Five Lakh) (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the contract 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 SPORTS 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 SPORTS and the Bidder from time to time. The Bid shall be summarily rejected if is not accompanied by the Bid Security.

1.2.5. Generally the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, will 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 Administrator U.T.of.Lakshadweep and Chairman SPORTS may in his discretion, invite fresh Bids from the remaining bidders or annul the Bidding Process as the case may be.

- 1.2.6. During the Bidding Stage, Bidders are invited to inspect the resort in great detail and to carry out, at their cost, such studies as may be required for submitting their respective bids for award of the contract including operation and maintenance of the resort.
- 1.2.7. The Highest Bidder to whom the operation and maintenance of the Resort is awarded shall be entitled to levy charges from the customers for various facilities available in the Resort and provide all such information to the SPORTS regularly as specified.
- 1.2.8. Any queries or request for additional information concerning in this RFQ may be submitted in writing or by Fax and E-mail sportslak@gmail.com to the Managing Director SPORTS. The envelops/Communications shall clearly bear the following identification/Title: "Queries/Request for additional Information: RFQ for Bangaram Island Resort". The replies to the queries will be posted in SPORTS website www.lakshadweeptourism.com. The last date for submission of queries by the above method shall be 16-08-2010, 15:00 Hours.

1.3 Schedule of Bidding Process

The Administrator, U.T.of.Lakshadweep and Chairman SPORTS, endeavor to adhere to the following schedule;

Event Description

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1.4. Conditions/Technical Parameters to Qualify in the RFQ Stage

- 1.4.1. The Administrator U.T.Of.Lakshadweep and Chairman SPORTS wishes to receive Applications for Qualification in order to short list experienced and capable Applicants for the Bid Stage.
- 1.4.2. Short listed Applicants will be subsequently invited to submit Bids for the Operation and maintenance of the Resort.

1.5. Eligibility of Applicants

- 1.5.1 For determining the eligibility of the Applicants for their pre-qualification here under, the following shall apply.
 - a) The Applicant for pre-qualification may be a single entity or a group 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 member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
 - (b) An Applicant may be a natural person, private entity, [government-owned entity] or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.
 - (c) 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 affecting the Bidding Process, if:
 - (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five

per cent) 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 is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 1.5.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject . Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to . sub-clause (aa) above, where a person does not exercise control over an , intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(ii) A constituent of such Applicant is also a constituent of another Applicant;

or

(iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan

or subordinated debt to any other Applicant, its Member or any Associate thereof; or

- (iv) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or
- (vi) Such Applicant, or any Associate thereof has participated as a consultant to the SPORTS in the preparation of any documents, design or technical.

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

Explanation:

In case an Applicant is a Consortium, then the term Applicant as used in this Clause 1.5.1 shall include each Member of such Consortium.

1.5.2. To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”),

- (i) The Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have the experience of operation and maintenance of Hotels or Resorts having government approved facilities of three star and above. [Copy of Ministry of Tourism's certificate of grading of hotels in case of Indian hotels or its equivalent of other country to be submitted]
- (ii) Facility of Ship/Vessels/High Speed Vessels in the Island-Mainland and Agatti-Bangaram sector for transport of Tourist and Goods and materials for the daily consumption for the Resort. A contingency plan for evacuation of tourists in case of bad weather must be submitted to UTL Administration.

The applicant shall make his own arrangements for the transportation of the tourists and goods and the administration's ship shall not be taken for granted. The applicant is expected to have his own helicopter services arranged for the transportation of the tourists especially during the Monsoons between Agatti and Bangaram as no other mode of transport is possible during this time. In case the helicopter service is being outsourced through an agreement with another helicopter operator, the copy of the agreement shall be shared with the SPORTS. The UTL administration's helicopters are primarily meant for medical evacuation. On request by the operator, the UTL administration may, subject to the availability, provide the helicopter, but strictly at the market rates which the UTL administration pays to the Pawan Hans.

- (iii) The 60 bedded Bangaram Island Resort shall be leased for a period of 5 years extendable by another five years at the discretion of the Administrator, Union Territory of Lakshadweep and Chairman of Society for Promotion of Nature Tourism and Sports and on such terms and conditions that may be mutually agreed upon.
- (iv). The lessor shall have the right to terminate the contract after giving 3 months notice if the Resort Operator does not maintain the basic

safety environment, quality standards, cultural ethos of the people and other specifications as per the agreement by the Lessor.

- (v) Indian & Foreign nationals are allowed to visit Bangaram after obtaining a permit from Lakshadweep Administration.
- (vi) The marketing of the resort will be the responsibility of the Resort Operator.
- (vii) The Society for Promotion of Nature Tourism and Sports, Union Territory of Lakshadweep Administration will be providing the following facilities in the Resort.
 - a) 3 Executive Huts, which can accommodate 12 persons at a time and 24 standard huts, which can accommodate 48 persons at a time.
 - b) Kitchen block with dining facility for 40 persons at a time.
 - c) Normal power supply at the prevailing commercial rates approved by the Lakshadweep Administration.
 - d) Limited running water from the local water supply system at approved rate depending upon the availability.
- (viii) For continuous Fresh water supply to the Resort, the Resort Operator shall have to make his own arrangements by installing a Desalination Plant of 10000-liter capacity or more depending upon the need of the Resort. The cost of the plant shall have to be borne by the Operator including its operation and maintenance.
- (ix) The Resort Operator shall maintain all the movable/immovable properties provided by the SPORTS in good and working condition and will return the same to the SPORTS after the lease period is over or terminated. In case of any damage, the cost of the same shall be payable by the Resort Operator/Lessee.
- (x) The Resort Operator and visitors will comply with the environmental guidelines issued by the Govt. of India and Lakshadweep Administration from time to time and shall help the Administration to preserve the fragile ecology of the islands.

The Resort Operator has to adhere to the following environmental guidelines of Lakshadweep Administration and other such guidelines issued from time to time.

1. The project shall be eco-friendly and accordingly it should avoid use of PVC and other plastic materials as far as possible during the operating stages. In case of any violation of the condition, a penal fine of Rs.1000/- (Rupees Thousand) only will be imposed for every day of violation. This is to be monitored by the Environment Warden /Technical Assistant (S&T) or other authorized officer.
2. The operator should make necessary arrangement for harvesting and collection of 10 m cu (10000 litres) capacity rainwater for the project.
3. A desalination plant with 10000 litres per day capacity shall be set up to meet the entire water requirement for the project.
4. The operator should take adequate measures to minimize the generation of solid waste. The solid waste generated should be segregated and the bio-degradable materials should be composted and used as manure for plants. The proponent should have at least 5 compost pits in the resort on a regular basis. The non- biodegradable materials generated from the project should be transported to mainland or to an incinerator site for safe disposal at their own expense. This is to be monitored by the Environment Warden/ Technical Assistant (S&T) or any authorized officer.
5. The operator must take necessary arrangements for disposal of solid wastes and for the treatment of effluents by providing a proper waste water treatment plant. Along with the treatment facilities, it must be ensured that the effluents and the solid wastes are not discharged into the sea or on the beach. The operator shall install Bio- toilet in the resort.
6. The quality of treated effluents, solid wastes, emissions from boilers and noise level from diesel generators etc, must conform to the standards laid down by the Ministry of Environment & Forest, New Delhi under the Environment (Protection) Act, 1986. This has to be monitored by the Technical Assistant (S&T)/ Environment Warden or any authorized officer.
7. The operator shall ensure that only non-phosphatic detergents are used in the resort at all times.

8. The Lakshadweep Administration/SPORTS reserves the right to revoke the permission for operation of the resort if implementation of terms and conditions stipulated is not satisfactory. The Lakshadweep Administration/SPORTS or any other competent authority may also modify or alter the stipulated conditions or may stipulate any other additional conditions for environmental protection subsequently if deemed necessary.
- (xi) The Resort Operator shall respect the customs and tradition of the local people of Lakshadweep and shall not do anything directly or indirectly, which hurts the sentiments and the feelings of the people. Nudity in any form is prohibited in the islands.
 - (xii). The Resort Operator will extend all reasonable help and cooperation to the authorities of SPORTS/Lakshadweep Administration/Govt. of India in discharge of their lawful functions, including regular inspections.
 - (xiii) The Resort Operator shall not be allowed to put up additional structures, modification of the property. However improvement on the existing structures and facilities may be permitted at their own cost, but with the prior approval of the SPORTS/Lakshadweep Administration, and will ultimately become the property of SPORTS.
 - (xiv) The Resort Operator will insure the Resort at his expense and the movable property and other assets transferred to it by SPORTS/Lakshadweep Administration against the loss or damage by fire and explosion, sea erosion and other nature related risks under a comprehensive Insurance policy.
 - (xv) The resort operator shall have to set up power generation facility of required capacity(>60KW) as alternative power supply system within 6 (six) months from the date of signing the agreement by which time the power generation available maintained by the electricity department of Lakshadweep Administration will be withdrawn.
 - (xvi) The Resort operator shall not encroach on any land in Bangaram nor enter into any agreement with the local land owners without the permission of the UTL Administration. It should not overstep the Agreement with the UTL Administration in any way, without written approvals of UTL Administration.
 - (xvii) The Resort operator shall have to employ 80% local employees in the resort with preference to the existing employees already working.

- (xviii) At present Value Added Tax (VAT) is not applicable in Lakshadweep. However when General Sales Tax (GST) is introduced, the laws applicable to U.T of Lakshadweep shall apply.
- (xix) While calculating TDS to be paid by the operator on the income of the SPORTS to the Income Tax Department, they must indicate depreciation value of fixed assets owned by the U.T of Lakshadweep/SPORTS.
- (xx) The selected Resort Operator shall have to enter into a lease agreement, with the SPORTS on the modalities of running the Resort, incorporating the conditions and the requirements mentioned herein, the terms and conditions of the contract, in addition to any other condition that SPORTS/Lakshadweep Administration may impose.
- (xxi) The selected resort operator has to make the resort operational within 45 days of Letter of Award. The resort shall start functioning in a full fledged manner by the 15th of November 2010 since the peak season starts from then.
- (xxii) The Resort owner shall provide monthly figures of total revenue earned to SPORTS with a gap of two months on a regular basis along with an audited balance sheet and income statement at the end of the financial year.

(B) Financial Capacity:

As decided by the board of management of sports the applicant shall have an average annual turn over of Rs. 100 crores (One Hundred crores) and above over the past 5 (five) financial years preceding the application due date. The applicant shall have an average annual net cash accruals of Rs. 40 crores (Rupees Forty crores) and above over the past 5 (Five) financial years preceding the application due date. Further the applicant shall have a minimum net worth of (the “**Financial Capacity**”) Rupees 20 (twenty) crores at the close of the preceding financial year.

1.5.3. The Applicants shall enclose with its application, to be submitted as per the format at

Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from the competent authority and its statutory auditors in respect of the activities specified in paragraph 1.5.2 (A) above during the past 5 years. In case the operation of hotel / resort has been jointly maintained the Applicant (as part of a consortium), it should further support its claim for the share by producing a certificate from its statutory auditor; and
- (ii) Certificate(s) from its statutory auditors specifying the average annual turn over of Rs 100 crores over the past 5 financial years, annual Net cash accruals of Rs. 40 crores (Rupees twenty crores) over the past 5 (Five) financial years preceding the application due date and the net worth of Rs 20 crores of the Applicant, as at the close of the preceding financial year. For the purposes of this RFQ, the turnover (**Turn over**) shall mean the aggregate amount for which sales are effected or services rendered by an enterprise including taxes, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders. "**Net cash accruals**" shall mean Profit after Tax + depreciation.

1.5.4 The Applicant shall submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members shall submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

1.5.5 Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956 (the "**SPV**"), to execute the Agreement for operation of the resort . In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 6 (six), but information sought in the Application may be restricted to 4 (four) members in the order of their equity contribution;
- (b) Subject to the provisions of sub-clause (a) above, the Application shall contain all the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding

of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

- (d) The 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) An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) The members of a Consortium shall form an appropriate SPV to operate resort, if awarded to the Consortium;
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "**Jt. Bidding Agreement**"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - (i) Convey the intent to form an SPV with shareholding ownership equity commitment(s) in accordance with this RFQ, which would enter into the Agreement and subsequently perform all the obligations of the successful bidder in terms of the Agreement, in case the resort is awarded to the Consortium;
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) Commit the minimum equity stake to be held by each member;
 - (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the resort, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV.

- (v) Members of the Consortium undertake that they shall collectively hold at least 51 % (fifty one per cent) of the subscribed and paid up equity of the SPV at all times.
- (vi) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the agreement in relation to the resort until the expiry of the Agreement.
- (h) Except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, .

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

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

1.5.8. In computing the Technical Capacity, turn over, net cash accruals and Net Worth of the Applicant! Consortium Members under Clauses 1.5.2 and 1.5.3, the Technical Capacity, turnover, Net cash accruals and Net Worth of their respective Associates would also be eligible hereunder.

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

1.5.9. The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/or constitution is identical to that at pre-qualification;
- (c) In case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

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

1.6 Change in composition of the Consortium;

1.6.1 Change in the composition of a Consortium will not be permitted by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, during the Qualification Stage and the bidding stage.

1.7 Number of Applications and costs thereof

- 1.7.1 No Applicant shall submit more than one Application for the Resort. 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.
- 1.7.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.8 Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the resort 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.

1.9 Acknowledgement by Applicant

- 1.9.1 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) 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 1.8 above; and
 - (d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 1.9.2 The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, shall not be liable for any omission, mistake or error 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 SPORTS,

1.10 Right to accept or reject any or all Applications! Bids

- 1.10.1 Notwithstanding anything contained in this RFQ, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, 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 therefore. In the event that the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 1.10.2 The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, reserves the right to reject any Application and/ or Bid 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.

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

- (i) invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 1.10.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the resort operator either by issue of the LOA or entering into of the Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, to the Applicant,

without the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, may have under this RFQ, the Bidding Documents, the Agreement or under applicable law.

- 1.10.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

1.11 Clarifications

- 1.11.1 Applicants requiring any clarification on the RFQ may notify the Managing Director SPORTS in writing or by fax and e-mail to sportslak@gmail.com in accordance with Clause 1.2.9. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3.

The Managing Director SPORTS shall endeavour to respond to the queries within the period specified therein. The responses shall be posted on the website mentioned above.

- 1.11.2 The Managing Director SPORTS shall endeavour 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.

- 1.11.3 The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, shall be deemed to be part of the RFQ. Verbal clarifications and information given by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, or its employees or representatives shall not in any way or manner be binding on the Administrator, U.T.Of. Lakshadweep and Chairman SPORTS,.

1.12 Amendment of RFQ

- 1.12.1 At any time prior to the deadline for submission of Application, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, 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 an Addenda.
- 1.12.2 Any Addendum thus issued will be posted on the web site mentioned above.
- 1.12.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, may, in its sole discretion, extend the Application Due Date.

B. PREPARATION AND SUBMISSION OF APPLICATION

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

1.14 Format and signing of Application

- 1.14.1 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.
- 1.14.2 The Applicant shall prepare 1 (one) original set of 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 1 (one) copy of

the Application, alongwith documents required to be submitted along therewith pursuant to this RFQ, marked "COPY". The Applicant shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

1.14.3 The Application and its copy 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 initialled by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

1.15 Sealing and Marking of Applications

1.15.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 1.15.2, and seal it in an envelope and mark the envelope as "**APPLICATION**". The Applicant shall seal the original and the copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 1.15.2 and 1.15.3.

1.15.2 Each envelope shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at AppendixII.
- (iii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Copy of the joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-N;
- (v) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and specifying the turn over and

average net cash accruals for the last 5 years, net worth for the preceding year.

Each of the envelopes shall clearly bear the following identification:

"Application for Qualification Bangaram Island Resort"

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

1.15.3 Each of the envelopes shall be addressed to:

ATTN. OF : Managing Director
ADDRESS : SPORTS, Lakshadweep Office, Wellington Island,
Kochi -3, Kerala - India
FAX NO : 0484 – 2668647
E-MAIL ADDRESS : sportslak@gmail.com

1.15.4 If the envelopes are not sealed and marked as instructed above, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

1.15.5 Application submitted by Fax, telex, telegram or E-mail shall not be entertained and shall be rejected.

1.16 Application Due Date

1.16.1 Applications shall be submitted before 1500 hours 1ST on the Application Due Date (27-08-2010), at the address provided in Clause 1.15.3 in the manner and form as detailed in this RFQ.

A receipt thereof shall be obtained from the person specified in Clause 1.15.3.

1.16.2 The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 1.12 uniformly for all Applicants.

1.17 Late Applications

Applications received by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

1.18 Modifications/substitution/ withdrawal of Applications

- 1.18.1 No Application shall be modified, substituted or withdrawn by the Application.

C. EVALUATION PROCESS

1.19 Opening and Evaluation of Applications

- 1.19.1 The Managing Director shall open the Applications at 1730 hours IST on the Application Due Date at the place specified in Clause 1.15.3 and in the presence of the Applicants who choose to attend.
- 1.19.2 The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, will subsequently examine and evaluate Applications.
- 1.19.3 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS. Applicants will be deemed to have understood and agreed that no explanation or jurisdiction on any aspect of the Bidding Process or selection will be given.
- 1.19.4 Any information contained in the Application shall not in any way be construed as binding on the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, its agents, successors or assigns, but shall be binding against the Applicant if the operation of resort is subsequently awarded to it on the basis of such information.
- 1.19.5 The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 1.19.6 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, may, in its sole discretion exclude the relevant application from further processing.

1.20 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 Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, in relation to, or matters arising out of, or concerning the Bidding Process. The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, 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 Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, 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 Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, or as may be required by law or in connection with any legal process.

1.21 Tests of responsiveness

1.21.1 Prior to evaluation of Applications, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, 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 Appendix-I
- (b) It is received by the Application Due Date including any extension thereof pursuant to Clause 1.16.2;
- (c) It is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 1.14 and 1.15 .
- (d) It is accompanied by the Power of Attorney as specified in Clause 1.5.4, and in the case of a Consortium, the Power of Attorney as specified in Clause 1.5.5.(c);
- (e) It contains all the information and documents(complete in all respects) as requested in this RFQ;

- (f) It contains information in formats same as those specified in this RFQ;
- (g) It contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFQ.
- (h) It contains an attested copy of the receipt for payment of (Rs. 10,000 / (rupees Ten thousand only) or bankers cheque / draft of USD 500 (USD Five Hundred) to SPORTS towards the cost of the RFQ document
- (i) It is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 1.5.5.(g)
- (j) It does not contain any condition or qualification, and
- (k) It is not non-responsive in terms hereof.

1.21.2 The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, 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 Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, in respect of such Application.

1.22 Clarifications

1.22.1 To facilitate evaluation of Applications, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, 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 Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

1.22.2 If an Applicant does not provide clarifications sought under Clause 1.22.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, may proceed to evaluate the Application by constructing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such

interpretation of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS.

D . QUALIFICATION AND BIDDING

1.23 Short-listing and notification

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

1.24 Submission of Bids.

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

Only pre-qualified Applicants shall be invited by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, to submit their Bids for the operation and maintenance of resort. The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, is likely to provide a comparatively short time span for submission of the Bids for the Resort. The Applicants are therefore advised to visit the site and familiarize themselves with the resort by time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS.

1.25 Proprietary data

All documents and other information supplied by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, or submitted by an Applicant to the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, shall remain or become the property of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS,. 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 Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, will not return any Application or any information provided along therewith.

1.26 Correspondence with the Applicant

Save and except as provided in this RFQ, the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application

2. FRAUD AND CORRUPT PRACTICES

2.1 The Applicants 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 Authority may 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 Bidding Process.

2.2 Without prejudice to the rights of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, under Clause 2.1 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 Bidding 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.

2.3 For the purposes of this Section 2, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner

whatsoever, directly or indirectly, any official of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS,, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of Clause 1.5.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, in relation to any matter concerning the resort.

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Sd/-

Managing Director, SPORTS

APPENDIX-I

Letter Comprising the Application for Pre-Qualification

(Refer Clause 1.15.2)

Dated:

To,

The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS,
U T Lakshadweep, Kavaratti – 682 555.

Sub: Application for pre-qualification for Bangaram Island Resort

Dear Sir,

With reference to your RFQ document dated, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid resort. The Application is unconditional and unqualified.

2. I / We acknowledge that the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexures I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the [operation and maintenance] of the aforesaid resort.
4. I / We shall make available to the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I / We acknowledge the right of the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, to reject our Application without assigning any

reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I / We certify that in the last three years, we or any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I / We declare that:
 - (a) I / We have examined and have no reservations to the RFQ document, including any Addendum issued by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS;
 - (b) I / We do not have any conflict of interest in accordance with Clauses 1.5.1 (c) and 1.5.1 (d) of the RFQ document;
 - (c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 2.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 2 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application, that you may receive nor to invite the Applicants to Bid for the Project, without incurring any- liability to the Applicants, in accordance with Clause 1.19.6 of the RFQ document.
9. I / We believe that we, our Consortium, proposed Consortium satisfy(s) the Turn over criteria, Net Worth criteria, Net cash accruals criteria and

meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.

10. I / We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a /any other Consortium applying for pre-qualification.
11. I / We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I / We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I / We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, of the same immediately.
15. The Statement of Legal Capacity as per format provided at Annex- V in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendices II and III respectively of the RFQ, are also enclosed.
16. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Agreement.

17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned operation and maintenance of resort and the terms and implementation thereof.
18. I / We agree and undertake to abide by all the terms and conditions of the RFQ document.
19. I / We certify that in terms of the RFQ, my/our Turn over is Rs. (Rupees in words) average during the last 5 financial year.
20. I / We certify that in terms of the RFQ, my/our Net cash accruals is Rs. (Rupees in words) average during the last 5 financial year.
21. I / We certify that in terms of the RFQ, my/our Networth is Rs. (Rupees in words) during the end of the previous financial year.
20. I/We agree and undertake to be jointly and severally liable for all the obligations under the Agreement till occurrence of Financial Close in accordance with the Agreement.

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

Date:

Yours faithfully,

Place : (Signature, name and designation of the Authorised Signatory)
Name and seal of the Applicant/ Lead Member

Annexure – 1

Details of Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact! communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d). Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant::
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 1.5.5 (g) should be attached to the Application.
- (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 1.5.5 (d)}	Percentage of equity in the Consortium {Refer Clause 1.5.5 (a), (c) & (g)}
1.			
2.			
3.			
4.			

The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

- (d) The following information shall also be provided for each Member of the Consortium:

Name of Applicant! member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant/constituent of the Consortium been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		

- 6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing

material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEXURE-II

Technical Capacity of the Applicant

(Refer to Clauses 1.5.2 (A) the RFQ

The Technical capacity of the Applicant either as an individual or registered partnerships firm or a company incorporated under the companies Act 1956 or a foreign company under similar Act of their company need to be explained in detail as specified in the RFQ document.

ANNEXURE-III

Financial Capacity of the Applicant (Table A)

(Refer to Clauses 1.5.2 (B), 1.5.3 (ii) of the RFQ)

(In Rs. crore")

Applicant type (1)	Member Code (2)	Net Cash Accruals					Net Worth
		Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 4 (6)	Year 5 (7)	Year 1 (8)
Single entity Applicant							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
Consortium Member 4							
TOTAL							

Financial Capacity of the Applicant (Table A)

(Refer to Clauses 1.5.2 (B), 1.5.3 (ii) of the RFQ)

(In Rs. crore")

Applicant type (1)	Member Code (2)	Turn over				
		Year 1 (3)	Year 2 (4)	Year 3 (5)	Year 4 (6)	Year 5 (7)
Single entity Applicant						
Consortium Member 1						
Consortium Member 2						
Consortium Member 3						
Consortium Member 4						
TOTAL						

Name & address of Applicant's Bankers:

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

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

The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 1.5.8.

Instructions:

1. The Applicant/its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
 - (a) Reflect the financial situation of the Applicant or Consortium Members and its/their Associates where the Applicant is relying on its Associate's financials;
 - (b) Be audited by a statutory auditor;
 - (c) Be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. "Turn over" shall mean aggregate amount for which sales are effected or services rendered by an enterprise including taxes, Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 1.5.10.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 1.5.5 (g) of the RFQ document.

6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 1.5.3 (ii) of the RFQ document.
8. If the investment has any overseas intent or content it shall have all required approvals from Govt of India including ministry of finance, RBI clearances and submitted to the UTL timely.

ANNEXURE - IV

Details of Eligible Projects

This part is deleted.

ANNEXURE-V

Statement of Legal Capacity

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

Ref. Date:

To,

The Administrator and Chairman (SPORTS)
U.T of Lakshadweep
Kavaratti

Dear Sir,

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

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

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

* Please strike out whichever is not applicable.

APPENDIX-II

Power of Attorney for signing of Application (Refer Clause 1.5.4)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Bangaram Island Resort proposed by the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Applications and other conferences and providing information/ responses to the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, representing us in all matters before the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, in all matters in connection with or relating to or arising out of our bid for the said Resort and/ or upon award thereof to us and/or till the entering into of the Agreement with the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS,

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 and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution! power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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

APPENDIX-III
Power of Attorney for Lead Member of Consortium

(Refer Clause 1.5.4)

Whereas the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, has invited applications from interested parties for the Operation and maintenance of Bangaran Island Resort..

Whereas,,, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Resort in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Resort, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Resort and its operation and maintenance.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,
MIs. having our registered office at,
MIs. having our registered office at, and
MIs. having our registered office at,
(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise MIs. having its registered office at....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and anyone of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Resort, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings

consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS,, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Resort and/ or upon award thereof till the Agreement is entered into with the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS,.

AND 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 and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATIORNEY ON THIS DAY OF, 20.....

For

(Signature)

.....

(Name & Title)

For..... ..

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance, with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution! power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-IV
Joint Bidding Agreement
(Refer Clause 1.15.2)
(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

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

AND

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

AND

4. { Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the "Fourth Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)
P

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS

- (A) The Administrator, U.T.Of.Lakshadweep and Chairman SPORTS Kavaratti U T of Lakshadweep,] (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications") by its Request for Qualification No. dated (the "RFQ") for pre-qualification and short -listing of bidders for operation and maintenance of Bangaram Island Resort (the "Project") through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

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

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and! or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a Agreement with the Administrator, U.T.Of.Lakshadweep and Chairman SPORTS, and for performing all its obligations as the terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;} { (c) Party of the Third Part shall be the Financial Member of the Consortium; and} {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the tenns of the RFQ, RFP and the Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Agreement.

6. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

Fourth Party:

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times, be held by the Parties of the First, {Second and Third} Part whose experience and networth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51 % (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times of the commercial operation date of the Project.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.
- 6.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV 27 in terms of the Agreement.]

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution! power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium

Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (iv) violate any clearance, pennit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium.

However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon

return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PARTY by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of FOURTH PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-V
(Refer Clause 1.2.1)
No.6/4/2001-DD-II
Government of India Department of Disinvestment

Block 14, CGO Complex New Delhi.

Dated 13th July, 2001

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc.

used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment! adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge sheet by an agency of the Government/ conviction by a Court of Law for an offence. These guidelines may be modified or substituted by the Government from time to lime. Committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and

after examining whether the two concerns are substantially controlled by the same person/ persons.

- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI

Sd/-

(A.K Tewari)

Under Secretary to the Government of India

