REPLIES TO THE QUERIES ON REQUEST FOR QUALIFICATAION ON LEASING OF BANGARAM ISLAND RESORT SUBMITTED BY PROSPECTIVE APPLICANTS

Reply to the queries submitted by Shri. Hari Ramakrishnan, Puravankara Projects Ltd.

	Queries		Responses to Queries (SPORTS/ Administration)
1(a)	As the RFQ has been issued for this bid, does the invitation to bid stands superceded by this RFQ document?	1(a)	Yes. The RFQ supersedes Invitation For Bids.
1(b)	If yes to above, then certain clauses like Lease Payment to Government, Earnest Money Deposit is not mentioned in RFQ. Request for clarification on this please	1(b)	The cost of RFQ is Rs.10000/- or \$500. Please refer clause 1.2., 1.2.3 and 1.2.3 and 1.2.4 for details. There is no EMD to be submitted along with RFQ. However pre qualified bidders are required to pay an amount of Rs.100000/- or \$2000 for bidding documents. Along with Bidding Document, bidders will be required to deposit a bid security of Rs.500000/- or USD 10000 A separate performance guarantee will be collected from the final selected bidder as will be mentioned in the RFP.
1(c)	Please also let us know what should be bidded for in case RFQ supersedes "invitation to bid document"	1(c)	RFQ only mean whether the bidder is qualified or not as per the specifications mentioned in the RFQ. After evaluation of the RFQ , selected bidders will be asked to bid, based on a document called RFP (Request For Proposal) in which the details of bidding parameters will be given.

(2)	Clause 1.5.1(a) The applicant for pre-qualification may be a single entity or a group of entities ('Consortium') Do all the consortium members subscribe to equity capital or can there be one lead member with 100% equity and the other member be a franchisee / third party operator without any equity investment?	2(a)	2(a) Yes, all consortium members shall subscribe to equity capital and Lead Member should subscribe to at least 26% of the equity of the SPV to be formed by the Consortium members. Other members cannot be a franchisee/third party operator. Please refer page 22,23,60,61,(clause 1.5.5(a)to (g)), Share Holding of the SPV in Clause 6 of the Joint Bidding Agreement.
3.	Technical qualification Clause 1.5.2 (A)(i) Applicant shall have 5 financial yrs preceding the application due date in the operation and maintenance of hotels and resorts		
3(a)	Does the financial year end with 31 March 2010 for the purpose of the 5 year calculation?	3(a)	Yes, the financial year ends with 31 st March, 2010.
3(b)	If the applicant is a consortium, do all the members of the consortium need to meet this criteria or one of the members meeting this criteria would suffice?	3(b)	In the case of consortium, the role played by each member of the consortium in meeting the conditions of the RFQ is given in page 60, clause 4 of the Joint Bidding Agreement.
	<u>Clause 1.5.2 (A)(ii)</u>		
4	Transportation facilities between island/mainland for good and materials to be provided by applicant		
	Is the applicant free to adopt the model of	4(a)	Yes, the applicant is free to adopt any model of operation for transportation of

4 (a)	operation for transportation facilities?		tourists and goods suitable to the island conditions subject to norms set by the Administration.
5	Clause 1.5.2 (A)(ii) Contingency plan for bad weather to be submitted	5(a)	It shall cover evacuation plan of the tourists in short duration due to conditions like bad weather, fire, natural calamities, etc. for safe evacuation of the tourists. The contingency plan execution shall be the responsibility of the bidder and Administration shall not be primarily responsible for the
5(a)	What should be covered under this clause?		evacuation of the tourists.
5(b)	Does this need to be submitted as part of RFQ?	5(b)	The contingency plan needs to be submitted along with the RFQ.
	<u>Clause 1.5.2 (A)(ii)</u>		
6	Proper agreements with the transport agency to be submitted, in case of outsourcing		
6(a)	By when should these agreements be submitted to the Administration?	6(a)	Need not be submitted along with RFQ. But it shall be submitted and implemented within 6 months of Letter of Award (LOA)
7	Clause 1.5.2 (A)(iii) Lease period 5+5 yrs		
7(a)	Does the existing lessee get to renew automatically for the first 5 year extension or will there be a similar bid procedure to be followed.	7(a)	The extension of 5 years after initial 5 years, will not necessarily be on the basis of similar bid process. It will not be automatic but on the merit of operations and at mutually agreed terms & conditions between the selected bidder now and the SPORTS/Administration
8	Clause 1.5.2 (A)(v) Permit to be obtained		
8(a)	What is the procedure for obtaining permits for employees, officials and guests/ tourists?	8(a)	The application for permits for employees , officials and guests have to be submitted to SPORTS in the prescribed format and SPORTS will arrange the permits.
9	Clause 1.5.2 (A)(viii) Desalination plant – 10,000 litres capacity		
9(a)	Does the applicant need to build and install this facility mandatorily?	9(a)	Yes, it is mandatory. It shall be installed within 6 months of LOA.

	If yes then by what time period should this be done?		
10	Clause 1.5.2 (A) (x)(2) Rain water harvesting 10,000 ltrs to be met		
10(a)	Does the applicant need to build and install this facility mandatorily? If yes then by what time period should this be done?	10(a)	Yes, it is mandatory. It shall be installed within 3 months of LOA
11	Clause 1.5.2 (A)(x)(4) Waste Management – bio degradable to be reused		
	Does any document to be submitted as part of the RFQ submission wrt waste management practices?	11	Document need not be submitted along with RFQ. But it is mandatory to comply the condition within 3 months of LOA
12	Clause 1.5.2 (A)(x)(5) Proper Waste water treatment plant to be installed		
	Does the applicant need to build and install this facility mandatorily? If yes then by what time period should this be done?	12	Yes, it is mandatory. It shall be installed within 6 months of LOA
13	Clause 1.5.2 (A)(x)(5) Bio toilet to be installed		
13(a)	Is this requirement mandatory or recommendatory?	13(a)	Yes, it is mandatory. It shall be installed within 6 months of LOA. The availability of the bio toilets can be facilitated through DRDO.
14	Clause 1.5.2 (A)(xii) Permission to be obtained for all Additional Structures, modification of property		
	Does this clause mean additional rooms	14(a)	Additional rooms cannot be built in the resort for increasing capacity under

14(a) 14(b)	cannot be built in the resort? Does the restriction exclude what has been detailed under clause 1.1.3?	14(b)	any circumstances. For any other modifications written permission of SPORTS/Administration needs to be obtained in advance. Yes, it excludes the details under 1.1.3
15(a) 15(b) 15(c)	Clause 1.5.2 (A)(xvi) To install power generation facility greater than 60kw (to be setup within 6 months of agreement) Who will be responsible for maintaining this facility? If this facility needs to be handed over to Administration post installation, then will there be any cost reimbursements from the Government to the applicant? Who will be fixing the rates for consumption of the power in the resort?	15(a) 15(b) 15(c)	The Operator will be responsible for maintaining the power generation facility. Operator is free to take back the power generation facility at the end of the lease period. Rates for consumption is to be decided by the operator, as it is his own generator.
16 16(a)	Clause 1.5.2 (A)(xviii) GST applicable once implemented Currently what other taxes and levies are chargeable on the goods and services rendered and consumed in the resort?	16(a)	At present there are no taxes and levies charged on the goods and services rendered at Bangaram by the UTL Administration. However when GST is introduced by the Govt of India, the laws applicable to U.T of Lakshadweep shall be applicable to the operator also.
17	Clause 1.5.2 (A)(xxi) Resort to be operational within 45 days from the letter of award. Expected date of	17(a)	***Heritage fee of Rs. 200/- per adult and Rs.100/- per child are being collected. (However any tax, fee, levy etc fixed by the Govt of India/Lakshadweep Administration from time to time has to be paid by the operator). All the criteria are to be met within 6 months of LOA. The resort shall be operational from 15 th November 2010, as the minimum requirement to run the resort is already available, including power which will be supplied by the UTL Administration for a period of 6 months on charge basis.

17(a) 17(b)	commencement 15November 2010 Do all the criteria above (Power, rain water harvesting, waste management etc.) need to be installed before 15 th November 2010? Is there any penalty levied on the applicant if the operations commence later than 15 th November 2010?	17(b)	The operation of the resort to start by November,15 th ,2010, as minimal facilities to operate the resort are present and tourist season starts in Bangaram by October 2010. Yes, there shall be a penalty if the operation starts after 15 th November,2010 which will be specified in the LOA. It is in the interest of the operator to tap the premium tourist market as quickly as possible.
18 18(a)	Clause 1.5.2 (A)(xxii) Applicant to give monthly figures of total revenue with a gap of 2 months to Lakdp.Admin Is this the only minimum requirement on submission of revenue numbers?	18(a)	No, this is not the only minimum requirement on submission of revenue numbers. The details will be specified in the later stages of RFP and LOA .
19	 Clause 1.5.2 (B) Financial capacity Average annual Turn Over to be greater than Rs.100 crores for 5 preceding financial years Net cash accruals to be greater than Rs.40 crores for 5 preceding Financial years Minimum Net Worth should be greater than or equal to Rs.20 crores as at 31/03/2010 		
19(a)	 Clause 1.5.3 Statutory Auditor certificate to be obtained for the above If the applicant is a consortium, do all the members of the consortium need to meet this criteria or one of the members meeting 	19(a)	The consortium as a whole shall meet all the criteria specified in the RFQ Please refer page 60,61, clause 4 & 6 of the Joint Bidding Agreement.

	this criteria would suffice?		
20	Clause 1.5.5 (c) Members of the consortium shall nominate one member as the lead member who shall have equity shareholding of at least 26% of the paid-up and subscribed capital of the SPV		
20(a) 20(b)	Can the lead member hold 100% of equity and the other consortium member be a Franchisee/ third party operator without the need for subscribing to equity? Or Is there a minimum amount of equity which needs to be subscribed by each member? If yes can the equity be a token amount of Rs. 50,000/Rs. 100,000 etc.?	20(a) 20(b)	Lead Member of the consortium shall hold at least 26% of paid up and subscribed capital of SPV. Other consortium members cannot be a franchisee/third party operator, without subscribing to equity. The minimum amount of equity to be subscribed by any member is 5%. Please refer page 60,61 clause 4 and 6 of the Joint Bidding Agreement.
21.	Clause 1.5.5 (g) (iv) Commit that the experience of each of the members will be evaluated for the purposes of this RFQ, shall subscribe to 26% of the paid-up and subscribed equity of the SPV Can this clause be ignored if token equity by a member is allowed?	21.	No, this clause cannot be ignored. *** The clause 1.5.5(a) (iv) in page 23 is amended as follows. "Commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall as per section 6 of the joint bidding agreement subscribe to paid up and subscribed equity of the SPV and shall further commit that each member shall for the period of operation of the lease agreement, from the date of commercial operation of the resort, hold equity share capital without any change.

Replies to the Queries submitted by M/s Mahajan and Aibara, Mumbai

22.	When is the last date for payment of Cost of RFQ (\$ 500 / 10,000)	22.	The last date for submission of the cost of RFQ as Demand Draft/Bankers Cheque is on 27.08.2010. Refer 1.3 and 1.4 in the RFQ and notification in newspapers dated 7.8.2010
23.	In a consortium comprising of domestic and international applicants what currency should the cost of RFQ paid in ?	23	If there are any international applicants the currency shall be US\$ (cost of RFQ \$500).
24.	Can we get a facility-wise area statement of the Resort?	24	The facility-wise area statements of the Resort is given at clause 1.5.2(a) (VII) of RFQ. These facilities are located in an area of 4710 Sq/mtrs at Bangaram Island. Please refer page18 of the RFQ
25.	For and overseas Investor, when must clearances from the Ministry of Finance & RBI be attained? At RFQ or at RFP stage?	25	Please refer to 1.1.2 of RFQ for clarifications. As per the clause 1.1.2 "If bidder has any investment with overseas intent or content the bidder shall take all necessary approvals of Govt. of India, including clearances from the Ministry of Finance & RBI and submit to U.T.L Administration timely". All clearance shall be obtained and submitted before LOA as far as possible.
26.	Even at the RFP stage, all bid/ tender documentation of a Foreign Company is subject to regulatory and statutory approvals, like exchange	26.	All bid/tender documentation is subject to regulatory and statutory approvals. All such approvals have to be obtained and documentary

	control, tax clearances etc. We have been informed based on a general enquiry that it takes approximately 10-12 weeks before such approvals are responded to? In this event could the relevant consortium members submit these documents at a later stage?		evidence submitted before (LOA) as far as possible.
27.	In terms of submitting applications (including Annexures & Appendix) do we refer only to RFQ dated 5 th of August,2010 OR ITB dated 1 st of July,2010 which include: a) "For an overseas company – partners/directors and shareholders of the private limited companies should submit police clearance report separately and Indian partners/directors and shareholders are required to submit personal declarations separately". b) "Statement certifying that the company has not been charge sheeted by any agency of the Government or convicted by a Court of Law and that no investigation by any regulatory authority is pending either against any company/CEO/directors/manager/employees" c) Of this is still applicable, is there a particular format required for the above or can the company's authorized signatory verify the above to be true?	27.	The Request for Qualification dated F.NO.22/21/2010-SPORTS dated 05.08.2010 supersedes the Invitation For Bids dated 01.07.2010. Please refer only to RFQ dated 5.8.2010 only. Therefore all applicants should comply with the terms & conditions contained in the RFQ F.NO. 22/21/2010 dated 05.08.2010.
28.	As per Appendix IV4. Defines role of the parties in a consortium, given this can you enumerate the role of each of the four parties and their shareholding in the consortium? Does this mean that the Lead Member need not	28	Appendix IV – Joint Bidding Agreement in the RFQ may be referred. Refer Clause 4 and clause 6 of the Joint Bidding Agreement in page 60, 61 which gives the details requested for.

	have Operation and Maintenance of Resorts experience?		
29.	Can a local partner be the 5 th or 6 th member of a consortium? Will this still provide the consortium with an incremental 10% to the total points scored (as mentioned in clause 24.1 of the ITB dated 1 st July,2010)?	29.	As RFQ supersedes Invitations For Bid dated 01.07.2010. Incremental 10% or other preferences will not be applicable.
30.	In the event of the consortium entering into an arrangement with a local land owner what are the formalities and permissions required from the UTL Administration.	30	The Consortium cannot enter in to any agreement with the land owners independently. It is illegal as per local revenue laws of the U.T of Lakshadweep.
31.	At the RFP stage, on what basis will you be grading the short listed candidates to identify the award wining bidder? Will it follow the same rules set forth in the original ITB dated 1st July,2010?	31	RFP will be published separately after short listing of eligible bidders at the RFQ stage. For any clarification of the RFP document, separate schedule of time will be provided.
32.	Will the UTL Administration supply electricity to the Resort at commercial rates post 6 months from the date of signing the agreement? Will the operator be permitted to air-condition the rooms provided this is done from captive generation?	32.	The Resort operator is required to install their own power generator units premises within 6 months of LOA. The changes / modifications proposed to the existing resort which are preferred by the selected bidder will be mutually decided between the two parties, only after the bid is finalised. The Administration will respond only after the bid process is over.
33.	After the initial 5 years on the contract will the extension be subject to "mutually agreed' terms or the same terms as the initial 5 years as discussed in the pre-bid meeting (dated 3 rd of August,2010).	33.	After initial 5 years operations extension will be subject to the merit of the operations and subject to mutually agreed terms.
34.	After the conclusion of the lease period, will the Operator be allowed to reclaim its installed movable/immovable assets (furniture, equipment	34.	Yes, after the conclusion of the lease period, the operator is free to take back the assets installed by the operator without damage to the resort. All immovable assets of the U.T of Lakshadweep Administration are to be left

such as Desalination & Power Generation Plant)?	in proper working condition.

Reply to the queries submitted by Shri.Samith Sawhney, Barefoot Resorts.

Section	Extant Clause		
35.	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 clearance from the Ministry of Finance and RBI and submit to UTL Administration timely.		
35(a)	Please clarify this, if, for example, an Indian company has a minority shareholding from an international Venture Capital Fund or International Corporate Body, and if such funds have entered India and such shares have been acquired with appropriate clearances from RBI under FEMA, then are any additional clearances required?	35(a)	All mandatory clearances & approval of Ministry of Finance, RBI and other Govt. Agencies have to be obtained and submitted if the bidder has investment with overseas intent and content. The Administration shall refer the clearances produced by the bidder to RBI and Ministry of Finance for their clearances. The full satisfaction of the RBI and Ministry of Finance is necessary.
35(b)	If yes, then please specify what these clearance are and what is the timeframe for obtaining such clearances/	35(b)	All necessary approvals/ clearances shall be given before the LOA as far as possible.

36.	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) One of our group companies has operated an island resort for more than the required 5 years. This resort now has 3 star status from Ministry of Tourism (it has had project approval since March, 2005: i.e. more than 5 years, but received its classification visit and classification letter in		
36(a)	March 2007, i.e. 3 ½ years),		
30(a)	Can you please clarify if this qualifies under the extant clause?	36(a)	The applicant/consortium shall have to submit documentary evidence for operation of approved 3 star and above hotel /Resort for the 5 years preceding the application due date.
	If this does not quality under the extant clause, may we request that the extant clause be changed to read 3 (three) yeas of relevant experience instead of 5 (five) years?		
36(b)	If not 3 years across the board for all properties, can the reduction to 3 years be made for island		The requirements of E years experience connect he reduced to 2
	properties, as ours is a group that specializes in Island tourism and the advent of island tourism is		The requirements of 5 years experience cannot be reduced to 3 years.

	still fairly new in India.		
37.	(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 tourist in case of bad whether must be submitted to UTL Administration.		
	The applicant is expected to have his own helicopter services arranged for the transportation of the tourist especially during the Monsoon 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.		
37(a)	Please clarify whether pre- existence of this infrastructure within the bidders company/ consortium is necessary for qualification or does an under taken merely have to be given that such infrastructure will be procured?	37(a), [c]	The pre existence of ship vessel facility for Island –Mainland and Agatti-Bangaram for transportation of tourists and goods and materials is not necessary. Necessary infrastructure including transportation facilities for the operation of the resort need to be in place. The details of the infrastructure either with the bidder or to be arranged by the bidder has to be submitted and an undertaking given for its compliance.
	At what stage does the contingency plan for		

37(b)	evacuation of tourists have to be submitted? At the RFQ stage or later? Please specify when.	37(b)	The Contingency plan for evacuation of tourist has to be submitted with RFQ.
37(c)	Please clarify whether pre-existence of this infrastructure within the bidder's company/consortium is necessary for qualification or does an undertaken merely have to be given that such infrastructure will be procured?		
38.	Indian & Foreign nationals are allowed to visit Bangaram after obtaining a permit from Lakshadweep Administration.	20	
	Please specify the procedure for obtaining permits and how the resort operator may ensure convenience for potential guests.	38.	The operator has to apply to SPORTS for obtaining permits for the guests and officials in the prescribed format SPORTS will arrange the permits accordingly.
39.	For continues 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. Will ownership of this desalination plant remain with the bidder or does it revert to UTL after the	39.	The owner ship of desalination plant will remain with the operator and the operator is free to take back the plant after the lease tenure.

	lease tenure.		
40.	The operator should make necessary arrangement for harvesting and collection of 10 mc cy (10000 litres) capacity rainwater for the project.		
	Will additional land be earmarked on this at Bangaram Island for this or must this be within the limited acreage given for the resort.	40.	The operator is expected to arrange the facility within the limited acreage. It is illegal as per local revenue laws of the U.T of Lakshadweep.
41.	The proponent should have at least 5 compost pits in the resort on a regular basis.		
	Will additional land be earmarked on this at Bangaram Island for this or must this be within the limited acreage given for the resort?	41.	The operator is expected to arrange the facility within the limited acreage. It is illegal as per local revenue laws of the U.T of Lakshadweep
42.	The operator must take necessary arrangements for disposal of solid wastes ad 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.		
42(a)	Will additional land be earmarked on this at Bangaram Island for this or must this be within the limited acreage given for the resort.	42(a)	The operator is expected to arrange the facility within the limited acreage. It is illegal as per local revenue laws of the U.T of Lakshadweep
42(b)	Do all toilets have to be replaced with bio toilets?	42(b)	Yes, all toilets have to be replaced with bio toilets.
43.	The resort operator shall have to set up power generation facility of required capacity (>60 KW)		

	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. Will ownership of this generator set remain with the bidder or does it revert to UTL after the lease tenure.	43.	The ownership of the generator will remain with the operator and the operator is free to take back after the lease period is over.
44.	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. Is there currently any proposal on file to introduce GST to Lakshadweep? What is the proposed incidence of tax? At what rate will it apply, tentatively?	44.	When Govt.of India introduces GST, the laws applicable to UTL shall be applicable to the resort operator.
45.	Notwithstanding anything to the contrary contained herein, I 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 of 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.	45.	The latest Audit Report financial & Accounts up to 31.03.2010 has to be submitted. If it is not available, the provisional financial/audit statement certified by the Chartered Accountant for the period up to 31.3.2010 has to be submitted. A certificate by the chartered accountant that the variation is within + or – 5% only, shall also be attached.

	For financial years closing 31 March 2010, statutory filing of audited accounts is on 30 Sep 2010. Can you please clarify that, following this, if such accounts are not finalised yet, that the latest set of audited financial account demanded will be 31 March 2009 and not 31 march 2010.		
46.	Application due date: 27.08.2010. May this be extended by at least one week, especially as consortium formation may take longer, if the replied to these queries necessitates bidding via consortium.	46.	The application due date is 27.08.2010, 15:00 Hrs. No extension of time will be given.

Reply to the queries submitted by ShrI Ramakrishna Udupa, of Soma Urban Infrastructure

47	1.5.2.(A,ii) The bidder should be allowed time to hire/buy a Ship/Vessels/High Speed vessels. We would request you to relax this criteria to allow us to meet the criteria either at the time of RFP or at agreement.	The bidder shall have his own transportation arrangements for the transport of goods and tourists.
48	1.5.2 (A,iii) Could this be for a period of 10 years. This would allow the bidder to deploy better resources for renovation and time to recover the incurred expense.	No, the initial period of the resort is only for a period of 5 years. The extension of 5 years after initial 5 years, will not necessarily be on the basis of similar bid process. It will not be automatic but on the merit of operations and at mutually agreed terms & conditions between the selected bidder now and the SPORTS/Administration.