



## **TAMILNADU TOURISM DEVELOPMENT CORPORATION**

### **REQUEST FOR PROPOSAL (RFP)**

**Development and Operation/Maintenance of 2 Deck 100 Pax  
Restaurant Cruise Boat Project at Muttukadu Boat House,  
Tamilnadu through Public Private Partnership (PPP) on Design,  
Build, Finance, Operate and Maintain (DBFOM) Basis**

**Volume I: Information & Instructions to Bidders**

**April 2022**

**Tamil Nadu Tourism Development Corporation,**  
Tourism Complex,  
No.2, Wallajah Road, Triplicane,  
Chennai-600 002.  
Tel No: 044-25333444, 25333333,  
Website: [www.tamilnadutourism.org](http://www.tamilnadutourism.org)

## **Contents**

<b>NOTICE INVITING BIDS .....</b>	<b>4</b>
<b>DISCLAIMER.....</b>	<b>5</b>
<b>GLOSSARY .....</b>	<b>7</b>
<b>ABBREVIATIONS.....</b>	<b>8</b>
<b>1 INTRODUCTION .....</b>	<b>9</b>
1.1 Background .....	9
1.2 Brief description of bidding Process .....	10
1.3 Schedule of Bidding Process .....	12
<b>2 INSTRUCTIONS TO BIDDERS.....</b>	<b>14</b>
(A) GENERAL .....	14
2.1 General Terms of Bidding .....	14
2.2 Eligibility and qualification requirements of Bidder .....	18
2.3 Change in Composition of Consortium .....	23
2.4 Change in Ownership .....	23
2.5 Number of Bids and Costs thereof.....	24
2.6 Site visit and verification of information.....	24
2.7 Verification and Disqualification .....	25
(B) DOCUMENTS .....	27
2.8 Contents of the RFP .....	27
2.9 Clarifications .....	27
2.10 Amendment of RFP .....	28
(C) PREPARATION AND SUBMISSION OF BIDS .....	28
2.11 Language .....	28
2.12 Format and signing of Bid .....	28
2.13 Sealing and Marking of Bids .....	29
2.14 Bid Due Date .....	30
2.15 Late Bids .....	30
2.16 Modifications/ substitution/ withdrawal of the Bids .....	31
2.17 Rejection of Bids .....	31
2.18 Validity of Bids.....	31
2.19 Confidentiality.....	31

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

2.20	Correspondence with the Bidder .....	32
(D)	BID SECURITY .....	32
2.21	Bid Security .....	32
<b>3</b>	<b>EVALUTION OF TECHNICAL BIDS AND OPENING AND EVALUTION OF FINANCIAL BIDS.....</b>	<b>34</b>
3.1	Opening and Evaluation of Technical Bids .....	34
3.2	Tests of Responsiveness.....	34
3.3	Evaluation Parameters.....	35
3.4	Details of Experience for purposes of evaluation Technical Capacity .....	35
3.5	Financial information for purposes of evaluation.....	35
3.6	Opening and Evaluation of Financial Bids .....	35
3.7	Selection of Bidder .....	36
3.8	Contacts during Bid Evaluation .....	36
3.9	Correspondence with Bidder .....	37
<b>4</b>	<b>FRAUD AND CORRUPT PRACTICES .....</b>	<b>38</b>
<b>5</b>	<b>PRE-BID CONFERENCE .....</b>	<b>40</b>
<b>6</b>	<b>MISCELLANEOUS.....</b>	<b>41</b>
	<b>APPENDICES .....</b>	<b>42</b>
	<b>APPENDIX I .....</b>	<b>42</b>
	Appendix IA: Letter Comprising the Bid.....	42
	APPENDIX – IB: Letter comprising the Financial Bid .....	47
	Annex-I: Details of Bidder .....	48
	Annex-II: Technical Capacity of the Bidder .....	51
	Annex-III: Financial Capacity of the Bidder .....	52
	Annex-IV: Statement of Legal Capacity.....	54
	Appendix II: Format for Power of Attorney for signing of Bid .....	55
	Appendix III: Power of Attorney for Lead Member of Consortium .....	57
	Appendix IV: Joint Bidding Agreement .....	59

**NOTICE INVITING BIDS**

Tamil Nadu Tourism Development Corporation,  
Tourism Complex,  
No.2, Wallajah Road, Triplicane,  
Chennai-600 002.  
Tel No: 044-25333444, 25333333,  
Website: [www.tamilnadutourism.org](http://www.tamilnadutourism.org)

**DEVELOPMENT AND OPERATION/MAINTENANCE OF 2 DECK 100 PAX RESTAURANT CRUISE BOAT PROJECT AT MUTTUKADU BOAT HOUSE, TAMILNADU THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP) ON DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN (DBFOM) BASIS**

RFP No: 3220/Engg/2021

Tamil Nadu, Date: 22.04.2022

1. TTDC invites Bids (**Two Cover System**) for the captioned Project from Individual Bidder/ Consortia on DBFOM basis. Brief particulars of the Project are as follows:

Sr. No	Name of Project	Estimated Project Cost (Rs. Crores)
1	Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis	5.00

2. The complete Bid document can be viewed/downloaded in the website [www.tntenders.gov.in](http://www.tntenders.gov.in) & [www.tamilnadutourism.org](http://www.tamilnadutourism.org) from 25/04/2022 and/or purchased from the office of the Authority from 25/04/2022 to 24/05/2022 (up to 17.00 Hrs. IST). Bid must be submitted physically on or before 25/05/2022 (upto 15.00 hours IST). Technical submissions of the Bids received physically shall be opened on 25/05/2022 (at 15.30 hours IST).
3. Bids submitted through any other mode shall not be entertained.
4. Please note that the TTDC reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Managing Director

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(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 Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers pursuant to this RFP (the “Bids”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **GLOSSARY**

Associate	As defined in Clause 2.1.18
Authority	As defined in Clause 1.1.1
Bid (s)	As defined in Disclaimer
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.3
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1
Consortium	As defined in Clause 2.2.1 (a)
DBFOM	Design- Build- Finance-Operate- Maintain
Estimated Project Cost	As defined in Clause 1.1.4
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of Tamilnadu
Gross Revenue Share	As defined in Clause 1.2.6
Highest Bidder	As defined in Clause 1.2.6
Jt. Bidding Agreement	As defined in Clause 2.1.14 (f)
Lead Member	As defined in Clause 2.1.14 (c)
LOA	Letter of Award
Member	Member of a Consortium
O&M	Operation and Maintenance
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in Disclaimer
Selected Bidder	As defined in Clause 3.7.1
Technical Capacity	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## **ABBREVIATIONS**

GOI	Government of India
GOT	Government of Tamilnadu
IST	Indian Standard Time
LOA	Letter of Award
LM	Lead Member
RFP	Request for Proposal
Sq. M	Square Meters

**Tamilnadu Tourism Development Corporation (TTDC)**

**1 INTRODUCTION**

**1.1 Background**

1.1.1 The Tamilnadu Tourism Development Corporation Ltd. (TTDC) (the “**Authority**”) incorporated in 1971 with the main object of promoting tourism in Tamilnadu by building tourism related infrastructure on commercial basis; is engaged in development and maintenance of the various tourist locations of Tamilnadu and as part of this endeavour, the Authority has decided to undertake development and operation/maintenance of cruise boat project at Muttukadu Boat House, Tamilnadu (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Maintain (the “**DBFOM**”) basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

<b>Sr. No</b>	<b>Name of the Project</b>	<b>Estimated Project Cost (Rs. Crores)</b>
1	Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis	5.00

**Note:** -The costs indicated above are based on TTDC’s own estimation of demand and are tentative in nature. Bidders are advised to make their own estimates based on Agreement terms and requirements defined in Schedules.

1.1.2 The Selected Bidder, who is either proprietary firm or partnership firm or limited liability partnership or a company incorporated under companies Act 1956/2013 or its substitute thereof (the “**Concessionaire**”) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long term Concession Agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.3 The scope of work will broadly include development through Design-Build-Finance-Operate-Maintain of 2 Deck 100 Pax Restaurant cruise boat Project along with associated amenities & facilities and the operation and maintenance thereof and more particularly as set forth in the Draft Concession Agreement.

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

- 1.1.4 Indicative capital cost of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority, (collectively the “**Bidding Documents**”) and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids.
- 1.1.8 RFP document can be purchased from the office of the Authority or can be downloaded from the website [www.tntenders.gov.in](http://www.tntenders.gov.in) & [www.tamilnadutourism.org](http://www.tamilnadutourism.org) 25/04/2022 to 24/05/2022 (up to 17.00Hrs. IST) on payment of RFP document fee of Rs.20,000/- (Rupees twenty thousand only) (inclusive of Goods and Service Tax (GST) @18 %) (non-refundable) in form of demand draft in favour of Tamilnadu Tourism Development Corporation Limited payable at Chennai.

## **1.2 Brief description of bidding Process**

- 1.2.1 The Authority has adopted a single stage two envelop tendering process (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “**Bidder**”, which expression shall, unless repugnant to the context, include the

members of the Consortium). The Financial Bid under the second envelop shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

- 1.2.2 Interested bidders (the “**Bidders**”) are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of Bids.
- 1.2.3 The complete Bidding Documents including the draft agreement for the Project is enclosed for the Bidders. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid Security equivalent to Rs.5,00,000/-(Rupees five lakhs only)(the “**Bid Security**”), refundable not later than 90(ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to provide Bid Security in form of demand draft drawn on nationalised/scheduled bank in favour of Taminadu Tourism Development Corporation Limited payable at Chennai. The validity period of Bid Security in form of demand draft shall not be less than 60 (sixty) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Bidders are advised to examine the Project in greater 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 implementation of the Project.
- 1.2.6 Bids are invited for the Project on the basis of the highest gross revenue share in percentage (the “**Gross Revenue Share**”) offered by a Bidder for undertaking the Project. The gross revenue shall mean the revenue collected by the Concessionaire from ticket charges, food & beverages, any other entertainment revenue & any other activities/facilities developed for the Project which are chargeable however the gross revenue shall not include revenue from sale of liquor.

The concession period is pre-determined, as indicated in the Draft Concession Agreement. The Gross Revenue Share shall be payable by the Selected Bidder from 1<sup>st</sup> year of operation till the end of concession period. The first payment of such Gross Revenue Share

**RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis**

shall be on the commercial operation date. Thereafter, the Gross Revenue Share shall be due and payable by the Concessionaire to the Authority on last day of every week till the end of concession period. The Gross Revenue Share shall constitute the sole criteria for evaluation of Bids subject to Clause 2.17; the Project will be awarded to the Bidder quoting the highest Gross Revenue Share.

In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Gross Revenue Share.

1.2.7 Generally, the Selected Bidder shall be the Highest Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 3 of this RFP, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all remaining Bidders or annul the Bidding Process, as the case may be.

1.2.8 The Concessionaire will be entitled to levy and charge an appropriate user fees from users of the Project, as prescribed in the Concession Agreement.

1.2.9 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to the officer designated in Clause 2.13.4 below with identification/ title:

**"Queries/Request for Additional Information:** RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis"

### **1.3 Schedule of Bidding Process**

The Authority shall endeavour to adhere to the following schedule:

Milestones	Dates
Purchase of RFP document from the office of the Authority or Download of RFP from website: <a href="http://www.tntnders.gov.in">www.tntnders.gov.in</a> & <a href="http://www.tamilnadutourism.org">www.tamilnadutourism.org</a>	25/04/2022
Last date for receiving queries	07/05/2022
Pre-Bid Conference	09/05/2022

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

Milestones	Dates
Authority Response to pre-bid latest by	14/05/2022
Last date for submission of Bid (Technical Bid and Financial Bid) ( <b>Bid Due date</b> )	25/05/2022 up to 15.00 hrs.
Venue for purchasing of RFP/submission of Bids	Tamil Nadu Tourism Development Corporation, Tourism Complex, No.2, Wallajah Road, Triplicane, Chennai-600 002.
Opening of Technical Bid at venue provided in Clause 2.13.4	[at 15.30 Hrs. 25/05/2022]
Declaration eligible / qualified Bidders	[within 20 days from Bid Due Date]
Opening of Financial Bid	[within 30 days from Bid Due Date]
Letter of Award (LOA)	[within 60 days from Bid Due Date]
Validity of Bids	120 days of Bid Due Date
Signing of Concession Agreement	Within 30 days of award of LOA

## **2 INSTRUCTIONS TO BIDDERS**

### **(A) GENERAL**

#### **2.1 General Terms of Bidding**

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the project information memorandum shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the project information memorandum.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft concession agreement shall have overriding effect; provided, however that any conditions or obligations imposed on the Bidders hereunder shall continue to have effect in addition to its obligations under Concession Agreement.
- 2.1.4 The Bid shall be furnished in the format exactly as per Appendix-I; containing Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder shall deposit a Bid Security of Rs.5,00,000/- (Rupees five lakhs only) in accordance with the provisions of this RFP. The Bidders will have to provide Bid Security in form of demand draft drawn on nationalised/scheduled bank in India in favour of Tamilnadu Tourism Development Corporation Limited payable at Chennai.
- 2.1.6 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till the Selected Bidder has provided a Performance Security under the Agreement.

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

- 2.1.7 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder.
- 2.1.8 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format at Appendix – III<sup>1</sup>. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Appendix IV shall be submitted by the Bidder.
- 2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.11 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.12 This RFP is not transferable.
- 2.1.13 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.14 In case the Bidder is a Consortium, it shall comply with the following requirements:
- (a) Number of members in a Consortium shall not exceed 3 (three);
  - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;

---

<sup>1</sup>In case of a Consortium, the Members should submit a Power of Attorney in favour of the any Member as per the format as Appendix-III. Such Member shall thereafter be identified as the Lead Member. The Lead Member should submit a power of Attorney as per the format in Appendix-II, authorising the signatory of the Bid. Members of the Consortium of need not submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid

- (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). 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 Bid 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 Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
- (f) 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 submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - (i) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (ii) commit the minimum equity stake to be held by each member;
  - (iii) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of equity at all times till the end of concession period; and
  - (iv) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Closure of the Project is achieved in accordance with the Concession Agreement.
- (g) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

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

2.1.16 A Bidder including any Consortium Member or Associate should, 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 Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

The Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

- 2.1.17 In computing the Technical Capacity and Average Annual Turnover of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.4, the Technical Capacity and Average Annual Turnover of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ 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.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

- 2.1.18 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

- 2.1.19 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Proposal 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 Bidder in the course of its normal business.

## **2.2 Eligibility and qualification requirements of Bidder**

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) Bidder may be a proprietary firm or partnership firm or limited liability partnership or a company incorporated under companies Act 1956/2013 or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.14.
- (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
  - (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, 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 a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) 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 4 A of the Companies Act,1956/2013. For the purposes of this Clause 2.2.1(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% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, 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 other’s’ information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 year from the date of award of the Project to that Bidder.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.12, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/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 percent) 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.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. 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.

*Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Bidder may, within 10 (ten) days after the Bid Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. However his financial bid shall not be opened.*

*Provided further, in case the Authority seeks information / clarification from the Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders*

*fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.22.6 (a) and further debar it from participation in any future procurement process for a minimum period of 1 year.*

2.2.2 To be eligible for this RFP, a Bidder shall fulfil the following conditions of eligibility:

(A.) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder should have:

- (i) Minimum 5 (five) years’ experience in manufacturing of cruise boats of 70 feet or above length in important water bodies in India.
- (ii) Minimum **5 (five) years’** experience in operating and maintaining cruise boats of 70 feet or above length in important water bodies in India.

(B.) **Financial Capacity:** For demonstrating financial capacity (the “**Financial Capacity**”), the Bidder (in case of consortium all the consortium members) shall have:

- (i) Minimum average annual turnover in the last 5 (five) financial years preceding the Bid Due Date shall not be less than **Rs.2,00,00,000/- (Rupees Two Crore Only)**

*In case of a Consortium, the Lead Member should satisfy the Technical Capacity conditions of eligibility and any one member of the consortium can satisfy Financial Capacity conditions of eligibility.*

2.2.3 The following specifications should be followed by the Selected Bidder.

(A.) Minimum requirements for the 2 Deck 100 Pax Restaurant cruise boat at Muttukadu Boat house

- (i) The cruise boat should have a **length of min 100 feet to max 125 feet and a breadth of min 20 feet to max 25 feet.**
- (ii) The cruise boat constructed should be Double Deck cruise boat; of which lower deck should be fully air-conditioned
- (iii) The hull of the cruise boat to be made in steel
- (iv) Super Structure to be made of M.S/ Wood frame work comprising Fore Peak, Air-conditioned lower deck, non-airconditioned open upper deck with handrails, Toilet, wash counter, Kitchen and Aft deck
- (v) The Hull may be divided into suitable compartments using steel plate to accommodate Forepeak, Storage space, Fuel Storage area, Waste collection tank and Engine room etc.,
- (vi) The cruise boat shall have minimum capacity of 100 passengers
- (vii) The cruise boat must be equipped with two Marine Diesel inbuild Engines of Ashok Leyland or similar make with minimum 60 HP @2800 rpm.

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

- (viii) The gear box must be 2:1 Hydraulic
  - (ix) Control system should be equipped with Mechanical steering, accelerator and gear control system will be provided at the ford of the Boat.
  - (x) Each engine should have fuel tanks with adequate capacity
  - (xi) The cruise boat should be attaining a speed **of min 5 knots** in calm weather condition.
  - (xii) The cruise boat should have adequate life jackets and lifebuoy.
- (B.) The Authority shall give permission to the Concessionaire to use the below mentioned facilities at Muttukadu boat house during the operations:
- (a.) Exclusive area designated for parking cruise boat with an exclusive boat jetty.
  - (b.) 3 phase electricity and water facilities in the exclusive boat jetty.
  - (c.) Vehicle parking area for customers
  - (d.) Office
  - (e.) Reception
  - (f.) Ticket counter
  - (g.) Guest /Passenger Waiting area
  - (h.) Toilet
  - (i.) Shore kitchen
- (C.) The Concessionaire can have below mentioned benefits from development/operation & maintenance of the Project:
- (i) Exclusive operation of cruise boat for at Muttukadu Boat House for 10 years.
  - (ii) Area for construction of boat and maintenance yard.
  - (iii) Facility for Advertisement boards
  - (iv) Permission for the retail sale of liquor within the cruise and houseboats
  - (v) Permission for operating the cruise boat for minimum 10 years. After end of concession period of 10 years the concession agreement; will be extended for further 5 (five) years on mutually agreed terms and conditions between the Concessionaire and the Authority.

Regarding benefits mentioned in point number (iv) above; the Concessionaire can retail sale liquor within the cruise and houseboats only after receipt of permission from the Authority as per applicable laws.

2.2.4 The Bidders shall enclose with its Bid, to be submitted as per the format given in Appendix-IA, complete with its Annexes, the following:

- (i) Copy of work orders or Agreement signed with the concerned client(s) stating the similar experience of manufacturing, operation and maintenance of cruise boats for projects claimed to show the experience. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the average annual turnover of the Bidder, during last 5 years preceding Bid Due Date.
- (iii) bank solvency certificate for an amount of Rs.5 crores from nationalised/scheduled commercial bank as notified by RBI. (in case of consortium by Lead Member)

### **2.3 Change in Composition of Consortium**

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.

2.3.2 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

### **2.4 Change in Ownership**

2.4.1 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any

other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

## **2.5 Number of Bids and Costs thereof**

- 2.5.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.5.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding 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.

## **2.6 Site visit and verification of information**

- 2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & 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. Bidders are advised to visit the site and familiarise themselves with the Project with in the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.
- 2.6.2 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
  - (b) received all relevant information requested from the Authority;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above;
  - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for

compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.3 The Authority 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 RFP, including any error or mistake therein or in any information or data given by the Authority.

## **2.7 Verification and Disqualification**

2.7.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified /rejected. If such disqualification/rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified /rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already

***RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis***

been issued the LOA, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Concession Agreement or otherwise.

## **(B) DOCUMENTS**

### **2.8 Contents of the RFP**

2.8.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bids	
Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous

#### Appendices

IA: Letter comprising the Technical Bid including Annex I to IV

IB: Letter comprising the Financial Bid

II: Power of Attorney for signing of Bid

III: Power of Attorney for Lead Member of Consortium

IV: Joint Bidding Agreement for Consortium

2.8.2 The draft Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

### **2.9 Clarifications**

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall

be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.10 Amendment of RFP**

- 2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2 Any Addendum issued hereunder will be sent in writing to all those who have purchased the RFP.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## **(C) PREPARATION AND SUBMISSION OF BIDS**

### **2.11 Language**

The Bid 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 Bidder with the Bid 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 Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

### **2.12 Format and signing of Bid**

- 2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.12.2 The Bidder shall prepare 1 (one) original set of the Bid (together with the documents required to be submitted pursuant to this RFP) and clearly marked as "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the Technical Bid and documents, which shall be marked as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 2.12.3 The Bid and its copy shall be typed or written in indelible ink. It shall be signed by the authorised signatory of the Bidder who shall also initial each page of the Bid (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover

shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in a manner that does not allow replacement of any page.

### **2.13 Sealing and Marking of Bids**

2.13.1 The Bidder shall submit the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as **“Bid for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis”**. The Bidder shall seal the original and the copy of the Bid, 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 2.13.2 and 2.13.3.

2.13.2 The Bidder shall use two separate envelopes for submission of Technical Bid and the Financial Bid, which shall contain the following:

#### **Envelop 1: Technical Bid**

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annex I to IV and supporting certificates / documents;
- (b) Power of Attorney for signing the Bid as per the format at Appendix-II;
- (c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-IV
- (e) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
- (f) Copies of Bidder’s duly audited balance sheet and profit and loss statement for preceding 5 years;

#### **Envelop 2: Financial Bid**

- (g) Appendix-IB (Letter comprising the Financial Bid)

2.13.3 These two separate properly sealed envelopes or packages will be clearly marked with the contents of each. These two envelopes/ packages and the covering letter shall then be placed together in one sealed package (**“Outer Package”**) marked – **“Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamil Nadu through Public Private Partnership (PPP) on Design, Build,**

**Finance, Operate and Maintain (DBFOM) Basis.”** In addition, the Bid Due Date should be indicated on the right hand top corner of the each envelope.

2.13.4 The each envelope shall be addressed to the following officer and shall be submitted at the respective address:

ATTN OF :  
DESIGNATION :  
ADDRESS : Tamilnadu Tourism Development Corporation  
Tourism Complex, No.2, Wallajah Road,  
Triplicane, Chennai-600 002  
E-MAIL ADDRESS :

2.13.5 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.13.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

## **2.14 Bid Due Date**

2.14.1 Bids should be submitted before 1500 hours IST on the Bid Due Date, at the address provided in Clause 2.13.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.4.

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all the Bidders.

## **2.15 Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.16 Modifications/ substitution/ withdrawal of the Bids**

- 2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.16.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.17 Rejection of Bids**

- 2.17.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.17.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.18 Validity of Bids**

The Bids shall be valid for a period of not less than 120 (one hundred twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## **2.19 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

## **2.20 Correspondence with the Bidder**

The Authority shall not entertain any correspondence with from any Bidder in relation to acceptance or rejection of any Bid.

## **(D) BID SECURITY**

### **2.21 Bid Security**

- 2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of a demand draft issued by a nationalised/scheduled bank in India, drawn in favour of Tamilnadu Tourism Development Corporation Limited and payable at Chennai (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. The validity period of Demand Draft shall not less than 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
- 2.21.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.21.3 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Bid Due Date.
- 2.21.4 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.21.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.21.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

- (b) Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.21.6 (a), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.
- (c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- (d) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (e) In the case of Selected Bidder, if it fails within the specified time limit –
  - (i) to sign and return the duplicate copy of LOA;
  - (ii) to sign the Concession Agreement; or
  - (iii) to furnish the Performance Security within the period prescribed there for in the Concession Agreement.

In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

### **3 EVALUTION OF TECHNICAL BIDS AND OPENING AND EVALUTION OF FINANCIAL BIDS**

#### **3.1 Opening and Evaluation of Technical Bids**

- 3.1.1 The Authority or the Committee constituted by the Authority shall open the Technical Bids received physically at 15.30 hours IST on 25.05.2022, at the place specified in Clause 2.13.4 and in the presence of the Bidders who choose to attend.
- 3.1.2 Bids for which a notice of withdrawal is submitted before the date and time of opening shall not be opened. The Bids (Technical and Financial) should be unconditional and any conditionality attached with the Bid may result in the rejection of Bid.
- 3.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### **3.2 Tests of Responsiveness**

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
- (a) Technical Bid is received as per the format at Appendix-IA including Annex I to IV;
  - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10.2;
  - (c) it is signed, sealed, bound together in an envelope and marked as stipulated in Clauses 2.12 and 2.13;
  - (d) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.5 and 2.1.6;
  - (e) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.7;
  - (f) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.8, if so required;
  - (g) Technical Bid contain all the information (complete in all respects);
  - (h) Technical Bid does not contain any condition or qualification; and
  - (i) it is not non-responsive in terms hereof.

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

### **3.3 Evaluation Parameters**

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

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

- (a) Technical Capacity; and
- (b) Financial Capacity

### **3.4 Details of Experience for purposes of evaluation Technical Capacity**

3.4.1 The Bidder should furnish the details of eligible experience to satisfy Technical Capacity as mentioned in Clause 2.2.2 (A).

3.4.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

### **3.5 Financial information for purposes of evaluation**

3.5.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.

3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.5.3 The Bidder must establish the minimum Average Annual Turnover specified in Clause 2.1.2(B), and provide details as per format at Annex-III of Appendix-I.

### **3.6 Opening and Evaluation of Financial Bids**

The Authority shall inform the time of opening of the Financial Bids to the technically responsive bidders through an e-mail. The Authority shall open the Financial Bids on date and

time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publically announce the Bid Price for each of the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bids.

### **3.7 Selection of Bidder**

- 3.7.1 Subject to the provisions of Clause 2.17.1, the technically responsive bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who quotes highest Gross Revenue Share, shall be declared as the selected bidder (the "**Selected Bidder**").
- 3.7.2 In the event that, the two or more Bidders quotes the same Gross Revenue Share (the "**Tie Bids**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.7.3 In the event that the Highest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.7.4 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.7.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

### **3.8 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.9 Correspondence with Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

#### **4 FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, 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, or after the issue of the LOA or the execution of the Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, 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 practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the 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 Authority 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, 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 Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
- (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 Authority 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5 PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
  
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **6 MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## APPENDICES

### Appendix I

#### Appendix IA: Letter Comprising the Bid

(Refer Clause 2.1.5, 2.13.2 and 3.2)

Dated:

To,

\_\_\_\_\_  
Tamil Nadu Tourism Development Corporation,  
Tourism Complex,  
No.2, Wallajah Road, Triplicane,  
Chennai-600 002.  
Tel No: 044-25333444, 25333333,  
E-mail:

**Sub:** Bid for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis

Dear Sir,

1. With reference to your RFP document dated .....<sup>2</sup>, I/we, having examined the Bidding document and understood its contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

<sup>2</sup> All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
  
6. I/ We certify that in the last three years, we/ 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 nor have had any contract terminated for breach on our part.
  
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFP 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 4.3 of the RFP document, in respect of any tender or request for Bid 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 4 of the RFP 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 Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.2 of the RFP document.
  
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the average annual turnover and meet(s) all the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
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 RFP we shall intimate the Authority of the same immediately.
15. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power of Attorney forsigning of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
16. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Closure of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

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 Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We offer a Bid Security of Rs.5,00,000/- (Rupees five lakhs only) to the Authority in accordance with the RFP Document.
21. The Bid Security is in form of demand draft in favour of Tamil Nadu Tourism Development Corporation Limited payable at Chennai.
22. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
23. The Gross Revenue Share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.
24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

25. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Closure in accordance with the Concession Agreement.
26. I/ We certify that in terms of the RFP, my/our average annual turnover is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ in words) and I/ We confirm that I /We satisfy the experience as mentioned in Clause 2.2.2 (A) to satisfy the Technical Capacity.
27. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
28. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement

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

Yours faithfully,

(Signature of the Authorised signatory)

Date:

(Name and designation of the of the Authorised signatory)

Place:

Name and seal of Bidder/Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

**APPENDIX – IB: Letter comprising the Financial Bid**

(Refer Clauses 2.1.5, 2.13.2 and 3.2)

(NOT TO BE SUBMITTED IN THE TECHNICAL BID)

Dated:

To,

\_\_\_\_\_  
Tamil Nadu Tourism Development Corporation,  
Tourism Complex,  
No.2, Wallajah Road, Triplicane,  
Chennai-600 002.  
Tel No: 044-25333444, 25333333,  
E-mail:

**Sub:** Bid for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis

Dear Sir,

1. I/ We hereby submit our Bid consisting of Gross Revenue Share of \_\_\_\_\_% (in words only) till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
2. I/ We hereby agree that the first payment of such Gross Revenue Share shall be on the commercial operation date in accordance with the concession agreement and thereafter, the Gross Revenue Share shall be due and payable on every week till the end of concession period.

Yours faithfully,

(Signature of the Authorised signatory)

Date:

(Name and designation of the of the Authorised signatory)

Place:

Name and seal of Bidder/Lead Member

Appendix IA

**Annex-I: Details of Bidder**

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:
  - (e) PAN No:
  - (f) GST Registration No:
  
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:
  - Name:
  - Designation:
  - Company:
  - Address:
  - Telephone Number:
  - E-Mail Address:
  - Fax Number:
  
4. Particulars of the Authorized Signatory of the Bidder:
  - Name:
  - Designation:
  - Address:
  - Phone Number:
  - Fax Number:

**RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis**

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 2.1.14 (f) should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per table below:

Sr. No	Name of Member	Role*{Refer Clause 2.1.14 (d)}	Percentage of equity in Consortium {Refer Clauses 2.1.14 (a), (c) &(f)}
1			
2			
3			

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

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

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1	Has the Bidder/ 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 Bid.		
3	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder 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)

Note:

- (a.) The Bidder/ each Consortium Member should submit certified true copies of the Incorporation/registration certificate/registered partnership deed/pan card/GST

***RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis***

Registration/Memorandum of Association & Articles of Association/certificate of Commencement of Business or equivalent documents.

**Annex-II: Technical Capacity of the Bidder**

(Refer to Clauses 2.2.2(A), 3.4 and 3.5 of the RFP)

No.	Project Name	Client/ Authority/ In-house	Date of			Length of cruise boats Manufactured/Operated (In feet)	Project Cost (In Rs. Crs )	Reference Page No. of supporting document
			Commencement	Completion	Years in Operation			

**Instructions:**

1. Only the eligible similar projects that satisfy Technical Capacity (i.e. type of project) shall be included
2. The format shall be filled up for each member of the Consortium
3. In support of the information provided following documents must be submitted failing which the specific claim shall not be considered for evaluation.
  - Completion Certificates/copies of Agreement/work order from the client for the Experience claimed
  - This Exhibit shall be duly certified by the Chartered Accountant/Statutory Auditor along with the respective client in case of a private project.
4. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.

**Annex-III: Financial Capacity of the Bidder**

(Refer to Clauses 2.2.2(B), 2.1.4 (ii) and 3.5 of the RFP)

(In Rs. crore\$\$)

Bidder type\$	Member Code£	Proposed Equity in the Shareholding Consortium (%)	Annual Turnover					Average Annual Turnover €
			Year 1	Year 2	Year 3	Year 4	Year 5	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Single entity Bidder/Lead Member								
Consortium Member 1								
Consortium Member 2								
TOTAL								

Name & address of Bidder's Bankers:

1. A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.
2. For Member Code, see instruction 4 at Annex-IV of this Appendix-IA.
3. The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.1.18.
4. For conversion of other currencies into rupees, see note below Annex-II of Appendix-IA

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

- (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. 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 Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.19.
  3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.1.14 (f) of the RFP document.
  4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
  5. The Bidder shall provide an Auditor's Certificate specifying the average annual turnover of the Bidder.
  6. The Bidder shall submit bank solvency certificate for an amount of Rs.5 crores from nationalised/scheduled commercial bank as notified by RBI. (in case of consortium by Lead Member)

**Appendix IA**

**Annex-IV: Statement of Legal Capacity**

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

Ref. Date:

To,

\_\_\_\_\_  
Tamil Nadu Tourism Development Corporation,  
Tourism Complex,  
No.2, Wallajah Road, Triplicane,  
Chennai-600 002.  
Tel No: 044-25333444, 25333333,  
E-mail:

Dear Sir,

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

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.<sup>3</sup>

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 RFP. 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 authorised signatory)

For and on behalf of.....

\_\_\_\_\_  
<sup>3</sup> Please strike out whichever is not applicable.

**Appendix II: Format for Power of Attorney for signing of Bid**

(Refer Clause 2.1.7)

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 of \_\_\_\_\_ and 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 "**Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis**" proposed or being developed by the Tamilnadu Tourism Development Corporation (the "**Authority**") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid Conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project(s) and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 \_2

For .....

(Signature, name, designation and address)  
of person authorized by Board Resolution (in  
case of Firms/Company)/Partner in case of  
Partnership Firms

Witnesses:

- 1.
- 2

Notarised

Notarised Person identified by me/personally  
appeared before me  
/ signed before me/Attested/Authenticated\*  
(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date\_\_\_\_\_

Accepted

(Signature, name, designation 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 Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 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 Bidders 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 Apostille certificate.

### **Appendix III: Power of Attorney for Lead Member of Consortium**

(Refer Clause 2.1.8)

Whereas the Tamilnadu Tourism Development Corporation n (the “**Authority**”) has invited Bids from interested parties for theDevelopment and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis (the “**Project**”).

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, 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 Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, (hereinafter collectively referred to as the “**Principals**”) and We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S \_\_\_\_\_ 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 any one of us during the bidding process and, in the event the Consortium is awarded the concession/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 submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in bidding process 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 Authority, 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 Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2 \_\_\_\_\_

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 Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 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 Bidders 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 Apostille certificate.

**Appendix IV: Joint Bidding Agreement**

(Refer Clause 2.1.8 and 2.1.14 (f))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**AMONGST**

1. \_\_\_\_\_ 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. \_\_\_\_\_ 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. \_\_\_\_\_ 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)

The above mentioned parties of the FIRST, SECOND AND THIRD Part, are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

(A) THE Tamilnadu Tourism Development Corporation, a statutory body constituted in 1971 having its office at Tourism Complex, No.2, Wallajah Road, Triplicane, Chennai-600 002. (hereinafter referred to as the “**Authority**” or “**TTDC**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Bid No. \_\_\_\_\_ dated \_\_\_\_\_ (the “**RFP**”) for selection of Bidder for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis (the “**Project**”).

(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 RFP document and other bid documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**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 RFP.

**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. Role of the Parties**

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

First Party:

Second Party:

Third Party:

(Please Specify Role of the each Party such as Lead Member, financial Member etc. for the Project)

**4. 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 terms of the RFP and the Concession Agreement, till such time as the Financial Closure for the Project is achieved under and in accordance with the Concession Agreement.

**5. Shareholding in the Consortium**

5.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party

Second Party

Third Party

5.2 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the equity till the end of concession period.

5.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## **6. 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 organizational documents thereof;
  - (iv) violate any clearance, permit, 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 fulfilment of its obligations under this Agreement.

## **7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **8. Miscellaneous**

- 8.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 8.2 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 HAVE EXECUTED AND DELIVERED THIS CONSULTANCY AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER BY  
By;  
(Signature)

(Name)

(Designation)

For and on behalf of  
SECOND PART BY  
By;  
(Signature)

(Name)

(Designation)

For and on behalf of  
THIRD PARTY  
By;

*RFP for Development and Operation/Maintenance of 2 Deck 100 Pax Restaurant Cruise Boat Project at Muttukadu Boat House, Tamilnadu through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Maintain (DBFOM) Basis*

(Signature)

(Name)

(Designation)

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.