



Request for Proposal (2nd Call)

**For Selection of Operator for Operation, Management & Maintenance
of Veli Convention Center, Thiruvananthapuram, Kerala**

RFP No.: DOT/1426/2025-P5

Date of Issue: 14th January 2026



KERALA TOURISM INFRASTRUCTURE LIMITED
(Department of Tourism, Government of Kerala)
4th Floor, Vipanchika Tower, Thycaud P.O.,
Thiruvananthapuram, PIN- 695014

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DISCLAIMER

1. 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 the Kerala Tourism Infrastructure Limited (KTIL), Kerala (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.
2. 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 Bid for qualification pursuant to this RFP.
3. 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.
4. This RFP may not be appropriate for all people, 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.
5. The 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.
6. The Authority, its employees and advisors make no representation or warranty and shall have no liability towards 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 with qualification of Bidders 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 by any Bidder upon the statements contained in this RFP.
7. The prospective Bidders are hereby informed that the Convention Centre would be handed over to the Lessee on ‘**as-is-where-is basis**’.

8. 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.
9. The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.
10. 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

Annual Lease Fee	As defined in Clause 1.2.1
Associate	As defined in Clause 2.2.5
Authority	As defined in Disclaimer.
Bid Due Date	As defined in Clause 1.2.5
Bid Security	As defined in Clause 1.2.6
Bid Validity Period	As defined in Clause 1.2.5
Bidding Documents	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Conflict of Interest	As defined in Clause 2.2
Financial Capacity	As defined in Clause 2.2.1
GoK	Government of Kerala
KTIL	Kerala Tourism Infrastructure Limited, Department of Tourism, Govt. of Kerala
Joint Venture/Consortium	As defined in Clause 2.2
Joint Bidding Agreement	As defined in Appendix.IV
Lead Member	As defined in Clause 2.2.1
Lease	As defined in Clause 1.1.2
Lessee	As defined in Clause 3.6.1
Lessor	As defined in Clause 3.6.1
LoA	Letter of Award
Member	Member of a Joint Venture/Consortium
Net Worth	As defined in Clause 2.2.2
PPP	Public Private Partnership
Preferred Bidder	As defined in Clause 1.2.2
Project	As defined in Clause. 1.1.1
Rs. or INR	Indian Rupee
RFP	As defined in the Disclaimer.
Security Deposit	As defined in Clause 2.23.1
Subject Person	As defined in Clause 2.2
Technical Capacity	As defined in Clause 2.2.1

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.

NOTICE INVITING BIDS

- i. The Kerala Tourism Infrastructure Limited (KTIL), Kerala (the “**Authority**”) invites proposals (second call) (the “**Bid(s)**”) from interested entities (the “**Bidder**” or “**Bidders**”, as the context may require) to submit their Bids for ‘**Selection of Operator for Operation, Management and Maintenance of Convention Center at Veli, Thiruvananthapuram**’ of a Convention Centre, at Veli, Thiruvananthapuram (the “**Project**”) located at Veli, Kadakampally Village, Thiruvananthapuram. The Lessee shall further conform to and comply with the Acts, Rules and Guidelines of The Authority, as amended from time to time.
- ii. The total Project Site (Veli Convention Centre, Veli) Area (Lessee Area) is approximately 4694 Sq. m. (1.16- Acre land area) at Veli Tourist Village, Thiruvananthapuram, Site Plan, Layout and Drawings are provided at APPENDIX VIII.
- iii. The Lessee shall have to undertake the Operation, Management & Maintenance of Convention Centre, Veli in accordance with Section.7 of this RFP and shall also be responsible for collection of the revenue from Convention Centre and operations of other facilities over the **Lease Period of 10 (Ten) years extendable further by a period of 5 (Five) years** at the sole discretion of the Authority subject to the terms and conditions and provisions as stipulated in the Lease Agreement.
- iv. The Project Area shall be given on ‘**as-is-where-is basis**’.
- v. The Authority is now desirous of selecting a Bidder (the “**Selected Bidder**”) through competitive bidding process in accordance with the procedure set out herein under this RFP who shall Operate, Manage & Maintain the Project for a pre-determined Lease Period as mentioned in this RFP.
- vi. The Lessee shall be responsible for Operating, Managing & Maintaining the entire project facilities in pursuance of the terms and conditions of the Lease Agreement and comply with the Acts, Rules and Guidelines of competent authority, regulatory body, or governmental or quasi-governmental entity having jurisdiction over the Project, as amended from time to time.
- vii. It is to be noted by the Bidders that the Lessee shall have the right to determine the tariff/ rate to be charged on the users and other facilities including Food & Beverage (F&B), Banqueting, Conferencing, Convention, etc.
- viii. The Bidder may be a Single entity/ Body corporate/ registered Society as per relevant Act/ Partnership Firms/ Sole Proprietorship/ Individual or a Joint Venture/ Consortium of entities not exceeding 2 (two) in number.
- ix. Complete Bidding Document comprising of the Request for Proposal Document (including ITB), Draft Lease Agreement and Schedules to Draft Lease Agreement can be downloaded free of cost from the Government of Kerala e-Procurement System www.etenders.kerala.gov.in/. All other documents related to the Bid such as an addendum (if any), response to pre-Bid queries etc. shall be available for download on

the portal. The Bidders shall furnish, as part of the Bid, a Tender Fee of INR 17,700/- inclusive of GST (Rupees Seventeen Thousand and Seven Hundred Only), which is non-refundable and a Bid Security/ EMD of INR. 5,00,000 (Rupees Five Lakhs only) (the "Bid Security"), which is refundable. Bidders may remit the requisite Bid Security and the Tender Fee via bank transfer. Bid Security in any other form is not acceptable. Such a bank transfer shall be made by online Payment mode through the e-Payment facility provided by the e-tender system.

- x. The Bid document is available online and bids are to be submitted through the e-Procurement portal (www.etenders.kerala.gov.in) only and no hardcopy submission is required, save and except for the documents as provided in Clause 2.15.1. The bidders would be required to register on the web site which is free of cost. For submission of bids, the Bidder is required to have a Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. Bidders already possessing the digital signature issued from the authorized Certifying Authority can use the same. Interested bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same by registering on the website: www.etenders.kerala.gov.in.
- xi. Online Bidder registration process: Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities under the Certifying Agency of India. Details of the Registration Authority will be available on www.cca.gov.in. Once the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website to participate in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-tender support desk of Kerala State IT Mission over telephone at 0471- 2577088/188/388 or through email: etendershelp@kerala.gov.in for assistance in this regard.
- xii. **Online Payment modes:** The Tender fee and Bid Security can be paid in the following manner through e-Payment facility provided by the e-tender system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): During the online Bid submission process, Bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e- tender system will re-direct the Bidder to MOPS Gateway, where two options namely SBI and Other Banks will be shown. Here, Bidder may proceed as per below:

- SBI Account Holders shall click SBI option with its Net Banking Facility, where the Bidder can enter their internet banking credentials and transfer the Tender Fee and Bid security/EMD amount.
- Other Bank Account Holders may click 'Other Banks' option to view the bank selection page. Any transaction charges levied while using any of the above modes for online payment shall be borne by the Bidder. The supplier/contractor's Bid will be evaluated only if payment status against Bidder is showing "Success" during Bid opening.

- xiii. In case Bidders require any further information about the Project or need access to any other documents related to the Project, as available with the Authority or wish to visit the Project Site, they are requested to contact the following person at the address given below, however, the cost of the visit shall be borne by the Bidders:

**The Managing Director
Kerala Tourism Infrastructure Limited (KTIL)
4th Floor, Vipanchika Tower, Thycaud P.O.,
Thiruvananthapuram-14
Phone No.: +91-471-2336233
Email: md@ktil.in**

The Bid shall be prepared in English language, and all entries must be typed/written in blue/ black ink. Initials of the Authorized Representative of the Bidder is a must to attest all deletions and alterations made while preparation of the Bid.

- xiv. The Authority shall not be responsible for any costs or expenses or liabilities incurred by the Bidders in connection with the preparation and delivery of Bids, including costs and expenses related to the visits to the Project Site. Authority, reserves the rights to cancel, terminate, change, or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.
- xv. The Bids received in response to this invitation/ RFP shall be evaluated based on the Eligibility Criteria specified in this RFP document.

1. INTRODUCTION

1.1 Background

- 1.1.1. The Department of Tourism has envisaged to develop Veli at Thiruvananthapuram, Kerala as a hub for development of tourism activities. As an initial step, the Veli Tourist Village was set up at Veli, which currently attracts a large number of Tourists each year.

Additional land parcels have been acquired by the Department for further development of the destination and to provide essential support facilities to the tourists visiting the place. As part of the same, facilities such as Tourist Facility Centre and Convention Centre were established by utilizing about 6030 Sq. m. (1.49 Acres) of land located opposite to the entrance of Veli Tourist Village, Veli, Thiruvananthapuram.

The Kerala Tourism Infrastructure Limited (KTIL), Kerala invites bids from reputed, experienced, and competent Operators having experience of operating Convention/Exhibition centers or Hotels (minimum 3 star) or Hospitals or Educational institutions or a combination of them for the purpose of operation, maintenance, marketing and management of Convention Center established at Veli, Thiruvananthapuram, Kerala (the "Project").

The Convention Centre consists of:

- *Auditorium:* The convention centre has a state-of-the-art air-conditioned auditorium which can accommodate up to 832 pax. The auditorium is on the first floor.
- *Green Rooms and Washrooms:* The convention center has a well-maintained green room on the same floor as the auditorium to enable quick and easy access. The center also has different washrooms for male, female and the differently abled.
- *Dining Room:* The convention center has a spacious and well-ventilated dining room which can accommodate up to 300 pax. The dining room is on the ground floor.
- *Kitchen:* The convention center has a spacious kitchen which is on the ground floor.
- *Entrance Lobby:* The convention center hosts an extensive entrance lobby which provides ample space for the visitors.

- 1.1.2. **Contracting Mode:** The Project shall be implemented on an Operation, Management, Maintenance, and Transfer (OMMT) basis (hereinafter referred to as the "**Lease**").

- 1.1.3. The broad scope of services includes operation, maintenance, marketing, promotion, and overall management of the Convention Center at Veli, thereof in terms of Section 7. Project Information Memorandum and the Lease Agreement. The Lessee shall take over the Project Site on "**as is where is basis**" and shall be solely responsible for the operation, management, maintenance, marketing, and provisioning of all assets, equipment, facilities, ancillary services, and amenities necessary for the functioning of the Project Facilities. The Lessee shall obtain all requisite statutory clearances, approvals, and

licenses, and shall ensure that the Project Facilities conform to all applicable laws, rules, regulations, and guidelines, including but not limited to those issued by any competent authority, regulatory body, or governmental or quasi-governmental entity having jurisdiction over the Project or any aspect thereof, as may be amended from time to time in good condition.

After the completion of the Lease Period or earlier Termination, as the case may be, the Project Assets along with all facilities and infrastructure including all movable and immovable assets, existing as well as created or provided, as the case may be, by the Lessee shall be handed over to the Authority in accordance with the terms in the Lease Agreement.

- 1.1.4. The Selected Bidder / Lessee shall be responsible for Operation, Management & Maintenance of the Project under and in accordance with the provisions of the Lease Agreement (the "**Lease Agreement**") to be entered into between the Selected Bidder / Lessee and the Authority in the form provided by the Authority as part of the Bidding Documents.
- 1.1.5. The Authority, shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 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 work and obligations of the Lessee to be set forth in the Lease Agreement 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, to be set forth in the Lease Agreement and other documents that are provided or may be provided by the Authority, as modified, altered, amended, and clarified from time to time (collectively the "**Bidding Documents**").

1.2 Brief Description of Bidding Process

- 1.2.1 The Authority, has adopted a single stage ("**Bidding Process**") for selection of the Bidder for award of the Project. All Bidders for the Project shall simultaneously submit their relevant qualification details for the purpose of meeting Technical Qualification Criteria comprising of Technical Capacity and Financial Capacity conditions (the "**Technical Bid**") and Bid price quoting the **Annual Lease Fee** (the "**ALF**") exclusive of all applicable taxes and GST payable to the Authority as mentioned in Clause 3.5.1 ("**Bid Price**"), in accordance with the terms set forth in the RFP (the "**Financial Bid**"). The ALF shall increase at the rate of 5% every year. The Annual Lease Fee shall be paid in advance, in full, on or before the 10th day of April of each financial year during the Lease Period, in accordance with the Lease Agreement.

- 1.2.2 In the first step, Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 2.18 and meet the Technical Qualification Criteria as set forth in Clause 2.2.1 of this RFP for undertaking the Project. The Financial Bids of only those Bidders who meets the minimum required Technical Qualification Criteria (the "**Qualified Bidder(s)**") will be opened and evaluated for the purpose of identifying the Selected Bidder for the Project in accordance with Section 3. The Qualified Bidder quoting the highest ALF shall be the "**Preferred Bidder**" (the "**Preferred Bidder**") for the award of contract.
- 1.2.3 Bids must be submitted online through the e-Procurement System of Government of Kerala www.etenders.kerala.gov.in latest by the dates as specified in Clause 1.3, and as per procedure laid down in Section 2.10 to 2.15. Bid submitted through any other mode shall not be entertained. The Instructions to Bidders (ITB) of the RFP document can be downloaded from the website www.etenders.kerala.gov.in. Complete Bidding Document comprising of the Request for Proposal Document (including ITB), Draft Lease Agreement and Schedules to Draft Lease Agreement shall be downloaded from the website www.etenders.kerala.gov.in/. Bid Document Fee of **Rs.17,700/- (Rupees Seventeen Thousand Seven Hundred Only) inclusive of GST**, shall be paid online as prescribed in the e-Procurement portal and shall be submitted along with the Technical Bid as the cost of the Bidding Documents. The Authority, reserves the right to modify the schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Further, The Authority, reserves the right to hold, in its sole and absolute discretion, more than one pre- Bid meeting or hold one or more consultation meetings with the interested parties and in such event the schedule shall stand modified and amended.
- 1.2.4 The Bidders would be required to furnish information specified in this RFP. The Bidders are requested to visit the Project Site to familiarize themselves with the Project at this stage itself. The Bidders interested in visiting the Project Site are requested to contact the Authority. The cost of Project Site visit shall be borne by the Bidders.
- 1.2.5 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days (the "**Bid Validity Period**") from the date specified in the RFP for submission of Bids ("**Bid Due Date**").
- 1.2.6 In terms of this RFP, a Bidder will be required to deposit, along with its Bid, a Bid security/ Earnest Money Deposit (EMD) for an amount of Rs. 5 Lakh (Rupees Five Lakh Only) (the "**Bid Security**"), refundable no later than 60 (sixty) 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 pursuant to the provisions of the Lease Agreement. Bidders may remit the requisite Bid Security via bank transfer through the e-Procurement portal. Bid Security in any other form is not acceptable. Such a bank transfer shall be made by online Payment mode through the e-Payment facility provided by the e-tender system. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security should be submitted along with the Technical Proposal.

1.3 Schedule of Request for Proposal (RFP) Process

The Authority shall endeavor to adhere to the following schedule.

S. No.	Event/ Activity Description	Target date/ Time Period
1.	Issuance of Request for Proposal Document (RFP)	14/01/2026
2.	Last date of receipt of Pre-Bid queries	21/01/2026
3.	Pre-Bid Conference at: <i>Department of Tourism, Park View, Thiruvananthapuram, Kerala, India - 695 033</i>	28/01/2026, 11.00 AM
4.	Response to Pre-Bid queries	30/01/2026
5.	Last date for submission of Bids	
a)	Bids should be submitted in online mode only through the e-Procurement System www.etenders.kerala.gov.in of Government of Kerala	03/02/2026, 05.00 PM
b)	Last date for submission of physical copies of supporting documents mentioned in Clause 2.1.5 to the address below: <i>The Managing Director, The Kerala Tourism Infrastructure Limited (KTIL), 4th Floor, Vipanchika Tower, Thycaud P.O., Thiruvananthapuram, Kerala, India, PIN: 695014</i>	09/02/2026, 05.00PM
6	Opening of Technical Proposal	05/02/2026, 11.00AM
7	Announcement of Qualified Bidders	To be intimated separately to the qualified bidders
8	Opening of Financial Proposal	To be intimated separately to the qualified bidders
9	Issuance of Letter of Award to the Selected Bidder	To be intimated separately to the selected Bidder
10	Signing of the Lease Agreement	Within 30 days of Issuance of Letter of Award

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 The Authority, wishes to receive Bids for selection of an experienced and capable Bidder for the Project who meets the Technical Qualification Criteria as mentioned in Clause 2.2.1.
- 2.1.2 Subsequently, the Financial Proposal of qualified Bidders shall be opened and evaluated.
- 2.1.3 The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.1.4 Bids shall be submitted only in online mode through the e-Procurement System www.etenders.kerala.gov.in of Government of Kerala and in case it has been submitted in any other form it shall be rejected summarily.
- 2.1.5 Post submission of the Bid online through the e-Procurement portal, the Bidders are required to submit the following documents in original to the address as mentioned below, in a sealed envelope clearly marking- **"Selection of Operator for Operation, Management and Maintenance of Convention Center at Veli, Thiruvananthapuram"** on or before the time mentioned in Clause 1.3.
- a) Receipt of Remittance of Bid Security
 - b) Receipt of Remittance of Processing Fee
 - c) Original Joint Bidding Agreement
 - d) Original Power of Attorneys

Address:

Managing Director
Kerala Tourism Infrastructure Limited (KTIL)
4th Floor, Vipanchika Tower, Thycaud P.O., Thiruvananthapuram, Kerala.
PIN-695014
Phone No.: +91-471-2336233
Email: md@ktil.in

2.2 Eligibility of Bidder

- i. The Bidder may be a Single Entity OR a Joint Venture/ Consortium of 02 (two) firms/entities coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture/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 Joint Venture/Consortium.
- ii. A Bidder may be a Partnership firm registered under the Indian Partnership Act, LLP under the Limited Liability Partnership Act, 2008, a Sole Proprietorship/ Individual or a Company (Public or Private Ltd.) incorporated under the Companies Act 2013, Societies registered under the Societies Registration Act or any other applicable state laws, Co-operative societies registered under the Co-operative Societies Act, or any applicable state co-operative laws or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Joint Venture/Consortium (the "**Joint venture/ Consortium**"). All the entities shall be required to submit proof of their statutory registration/ incorporation as per their respective governing Statutes/ Acts. Joint venture/Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.1 B (iii) below.
- iii. The Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - a) 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 the Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (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 72 of the Companies Act, 2013. For the purposes of Clause 2.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) 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 (b) subject always to sub-clause(a) 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 (b) if the shareholding of such person in the

intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; a constituent of such Bidder is also a constituent of another Bidder; or

- b) Such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, Lease loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, Lease loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - c) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - d) 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
 - e) 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.
 - f) Bidder shall be liable for disqualification if any legal, financial or technical adviser of Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the 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 this RFP. Nor will this disqualification apply where such adviser is engaged after a period of twelve months from the date of completion of Bid submission.
- iv. In case a Bidder is a Joint Venture/Consortium, then the term Bidder as used in this clause, shall include each Member of such Joint Venture/Consortium and such Joint Venture/Consortium and its members shall comply with the following conditions:
- a) The number of Members in such Joint Venture/Consortium shall not exceed 02 (Two)
 - b) The Bid submitted by the Joint Venture/Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member in delivering on this Lease.
 - c) The Consortium will nominate one of the Members as the Lead Member. Such nomination will be supported by a power of attorney from each Member of the Consortium and will be in the format set out in Appendix III of this RFP. The Lead Member will have the authority to represent and bind all the Members during the Bid Process.

- d) The Members of the Joint Venture/Consortium shall enter into a binding Joint Bidding Agreement, in the format set out in Appendix IV, and shall appoint one of the Members to represent the Joint Venture/Consortium.

All Members shall be jointly and severally liable for the performance of the Project till the end of the term of the Lease Period or till the date of exit from the Lease subject to clauses in the Lease Agreement, whichever is earlier. The Members will not be permitted to amend or terminate the Joint Bidding Agreement, at any time during the validity of the Bid without the prior consent of the Authority.

- 2.2.1 To be eligible for detailed technical evaluation in accordance with Section 3, a Bidder shall be required to fulfill the following eligibility criteria:

A. Technical Capacity:

The criteria for evaluation of the Technical capacity of the Bidder shall be as follows (the "Technical Capacity"):

- i. the Bidder shall have, over the past 5 (five) financial years (FY 2020-2021, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25) preceding the Bid Due Date, an **experience of at least one (1) year of successful Operation and Maintenance of Convention Center or Exhibition Center or a Hotel of at least 3-star rating or Hospitals or Educational Institutions** or a combination of them having a minimum built up area as mentioned below:
 - a. One facility of built-up area 1582 Sq. m.
 - or
 - b. Two facilities each of built-up area 1055 Sq. m.

B. Financial Capacity:

The criterias for evaluation of the Financial capacity of the Bidder shall be as follows (the "Financial Capacity"):

- i. The Bidder shall have a positive Net Worth over the past Financial Year (FY 2024-25) and furnish the Net Worth over the last 03 financial years (i.e. FY 2022-23, FY 2023-24 and FY 2024-25) as evidenced by the audited financial statements and certificate from Statutory Auditor/ Chartered Accountant/ Certified Public Accountant as applicable.
- ii. The Bidder shall have an Average Annual Turnover of Rs. 05 Crores (*Indian Rupees Five crores*) for the last 03 Financial Years (i.e. FY 2022-23, FY 2023-24 and FY 2024-25).
- iii. In case of a Joint Venture/Consortium, the combined Technical Capacity and

Financial Capacity shall be considered for meeting the eligibility criteria. However, the Lead Member shall meet 60% of the average annual turnover criteria (the "Lead Member") and both Joint Venture/ consortium members shall meet the net worth criteria as per the Clause 2.2.1 B (i).

C. General Criteria:

- i. The Bidder should have a valid GST and PAN number
 - ii. The Bidder shall be ineligible if he has been debarred or blacklisted by any Central/ State Government Department/ Board/ PSU/ Corporation in India. An undertaking/ Affidavit in respect of this shall be enclosed.
- 2.2.2 The Bidder shall submit, as part of its Bid, a covering letter in the format prescribed under Appendix I, duly completed and accompanied by all relevant annexures. The submission shall include the following documents and declarations, as applicable and required under this Request for Proposal (RFP).
- i. Documentary evidence in the form of a certificate from Statutory Auditor as well as copies of ITRs and Financial Statements for last 03 (Three) Financial Years shall be furnished along with the Technical Proposal. If Statutory Auditor is not applicable as per the extant laws of the country of the Bidder, then the certificate shall be produced from a Chartered Accountant/ Certified Public Accountant who ordinarily audits the accounts of the Bidder/ Consortium member (Joint Venture), as the case may be, for meeting the Financial Capacity. No certification from any other entities will be accepted.
 - ii. Certificate from Statutory Auditors or a Chartered Accountant/ Certified Public Accountant who ordinarily audits the accounts of the Bidder, specifying the Net worth over last 03 (Three) Financial Years (i.e. FY 2022-23, FY 2023-24 and FY 2024-25) of the Bidder, as at the close of the preceding Financial Year, and also specifying that the methodology adopted for calculating such Net Worth confirms to the provisions of this Clause 2.2.2(ii) of the RFP. For the purposes of this RFP, Net worth (the "Net worth") shall mean as prescribed in Annexure- III under Appendix- I of this RFP.
- 2.2.3 The Bidder should submit a Power of Attorney as per the format prescribed under Appendix-II, authorizing the signatory of the Bid to commit the Bid. The Power of Attorney should be supported by a Board Resolution confirming the Authorized Signatory. In the case of a Joint Venture/Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format prescribed under Appendix-III.
- 2.2.4 A Bidder including any Joint Venture/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, Joint Venture/Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Joint

Venture/Consortium Member or Associate nor the Bidder, Joint Venture/Consortium Member or Associate shall have paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.4 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority, for seeking a waiver from the disqualification hereunder and the Authority, may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- 2.2.5 In computing the Technical Capacity and Financial Capacity of the Bidder/Joint Venture/Consortium Members under Clauses 2.2 and 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Joint Venture/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Joint Venture/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 Joint Venture/Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Joint Venture/Consortium as the case may be.

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

- i. 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;
- ii. Information supplied by a Bidder (or other constituent Member if the Bidder is a Joint Venture/Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- iii. In responding to the Bid, Bidders should demonstrate their capabilities in accordance with Clause 2.2; and

- iv. In case the Bidder is a Joint Venture/Consortium, each Member should substantially satisfy the Eligibility Criteria to the extent specified herein.

2.2.7 Any Bidder from a country which shares a land border with India will be eligible to Bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020. For details, the Bidder is advised to refer the aforementioned Order. Non-compliance with the Order will cause the Bid of such Bidder to be rejected out rightly.

While the process is open to persons from any country, the following provisions shall apply:

- i. where, on the date of the Bid, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- ii. *if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification and/ or opening of Financial Bid and/ or award of the Project to such Bidder or in the event described in sub clause (ii) above, the continued qualification of the Bidder shall be subject to approval of the Authority, from the perspective of national security and public interest perspective. The decision of the Authority, in this behalf shall be final and conclusive and binding on the Bidder.

***Note:** - Bidders shall be bound to follow the applicable Reserve Bank of India (RBI) guidelines issued in respect of FDI from time to time. Any violation of such applicable RBI and/or Foreign Exchange Management Act (FEMA) guidelines shall not in case render the Authority liable in any manner whatsoever.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority, shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3 Number of Bids and Costs thereof

- 2.3.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Joint Venture/Consortium shall not be entitled to submit another Bid either individually or as a member of any other Joint Venture/Consortium as the case may be. In response to this Bid any Bidder who submits or participates in more than one Bid shall be disqualified.

2.4 Site Visit and Verification of Information

- 2.4.1 Bidders are encouraged to submit their respective Bids after visiting the Convention Center and ascertaining for themselves the location, surroundings, climate, availability of power, water and other utilities, access to site, weather data, applicable laws and regulations or any other matters considered relevant by them. The Bidders shall visit the Convention Center in accordance with the provision of Clause 1.2.4.

2.5 Acknowledgement by Bidder

- 2.5.1 It shall be deemed that by submitting the Bid, the Bidder has:
- i. Made a complete and careful examination of the RFP;
 - ii. Received all relevant information requested from the Authority;
 - iii. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority, or relating to any of the matters referred in Clause 2.4 above; and
 - iv. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.2 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 or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to Accept or Reject any or all Bid/ Bids

- 2.6.1 Notwithstanding anything contained in this RFP, the Authority, reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time without any liability whatsoever or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event the Authority, rejects or annuls all the Bid/ Bids, it may, in its discretion, invite all Bidder/ Bidders to submit fresh Bid/ Bids hereunder.
- 2.6.2 The Authority reserves the right to reject any Bid and/or disqualify the Bidder if:

- i. at any time, a material misrepresentation is made or uncovered; or
 - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by Authority for evaluation of the Bid.
- 2.6.3 If the Bidder is a Joint Venture/Consortium, then the entire Joint Venture/Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then the Authority, reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.6.4 In case it is found during the evaluation or at any time before signing of the Lease Agreement or after execution of the Lease Agreement and during the period of subsistence thereof, including the Lease thereby granted by the Authority, that one or more of the qualification conditions 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 Lessee either by issue of the LoA or entering into of the Lease Agreement, and if the Bidder has already been issued the LoA or has entered into the Lease Agreement, as the case may be, 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 Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Lease Agreement or under applicable law.
- 2.6.5 The Authority, reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. 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 thereunder.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1 Introduction
- Section 2 Instructions to Bidders
- Section 3 Criteria for Evaluation
- Section 4 Fraud and Corrupt Practices
- Section 5 Pre-Bid Conference

Section 6 Miscellaneous

Section 7 Project Information Memorandum

Appendices

- I. Letter comprising the Bid
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Joint Venture/Consortium
- IV. Joint Bidding Agreement for Joint Venture/Consortium
- V. Self-Undertaking
- VI. Financial Proposal
- VII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules, 2017 (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder with the Bid duly signed by Authorized signatory & shall be part of the Lease Agreement.

2.7.2 The Draft Lease Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 The Bidders may email their queries to md@ktil.in provided in the Notice Inviting Bid in the format specified below. The document containing the pre-proposal queries to be emailed shall bear the following identification:

"Queries concerning RFP for Selection of Operator for Operation, Management and Maintenance of Convention Center at Veli, Thiruvananthapuram"

S. No.	Clause/ Page No.	Content of the RFP requiring clarifications	Change/clarification requested
1.			
2.			
3.			

2.8.2 The Bidders should send in their queries at least 2 (two) days prior to the Pre-Bid Conference date specified in the Clause 1.3 of the RFP. The Authority shall endeavor to respond to the queries within the period specified therein. Thereto, but no later than 7 (seven) days prior to the Bid Due Date, the Authority, may choose to upload the responses on the website www.etenders.kerala.gov.in.

2.8.3 The Authority shall endeavor 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.

2.8.4 The Authority may, on its own, 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 RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addendum.

2.9.2 Any Addendum thus issued will only be uploaded on the website www.etenders.kerala.gov.in

2.9.3 In order to afford the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, the Authority, may, at its own discretion, extend the Bid Due Date.

C. PREPARATION & SUBMISSION OF BID

2.10 Language

2.10.1 The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature uploaded on website by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of 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 Bid, the English language translation shall prevail.

2.10.2 All communication provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of difference in amounts stated in figures and words, the amount stated in words only will be taken as correct and final.

2.11 Format & Signing of Bid

2.11.1 The Bidder shall provide all information sought under this RFP. The Authority, would

evaluate only those Bids that are received in the required format and complete in all respects. Incomplete and / or conditional Bids shall be liable for rejection.

- 2.11.2 The Bid shall be stamped and signed by the Authorized Signatory of the Bidder. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

2.12 Bid Due Date

- 2.12.1 The Authority, may, in its sole discretion, extend the Bid Due Date by issuing an Addendum for all Bidders as mentioned in Clause 2.9 above.

2.13 Late Bids

- 2.13.1 The e-Procurement system will not allow any submission after the Bid due date as mentioned in Clause No. 1.3. The Authority, shall not be responsible for any delay in submission of the same.

2.14 Modification/ Substitution/ Withdrawal of Bids

- 2.14.1 The Bidder may withdraw, modify or substitute its Bid after it has been submitted but before the Bid Due Date for submission of the Bids as mentioned in the Clause No.1.3. No Bids can be withdrawn modified or substituted after the Bid due date.

2.15 Submission of Bid

- 2.15.1 The Bid shall be submitted by due date and time as mentioned in Clause 1.3 of this RFP document, through the e-Procurement System www.etenders.kerala.gov.in of Government of Kerala . Post submission of the Bid online through the e-Procurement portal, the Bidders are required to submit the following documents in original to the address as mentioned below, in a sealed envelope clearly marking- **'RFP for Selection of Operator for Operation, Management and Maintenance of Convention Center at Veli, Thiruvananthapuram'** on or before the time mentioned in Clause no. 1.3.

- a) Receipt of Remittance of Bid Security
- b) Receipt of Remittance of Processing Fee
- c) Original Joint Bid Agreement
- d) Original Power of Attorneys

Address:

Managing Director
Kerala Tourism Infrastructure Limited (KTIL)
4th Floor, Vipanchika Tower, Thycaud P.O., Thiruvananthapuram-14

Phone No.: +91-471-2336233

Email: md@ktil.in

- 2.15.2 While uploading the Bid on the e-Procurement portal, the Bidder shall ensure that the files pertaining to Technical Capacity are uploaded in the designated folder for the same. The Financial Bid shall not be submitted along with the Technical Bid. The Financial Bid shall only be uploaded in the designated folder in the e-Procurement portal. No hard copies of Financial Bid shall be submitted. Submission of hard copies of financial Bid or inclusion of the Financial Bid along with the Technical Bid shall be considered as non-responsive and such Bids shall be rejected without any further notice or any right/claim against the Authority.
- 2.15.3 The Bidder shall sign and upload the complete Request for Proposal (RFP) document, along with all issued Addenda, Corrigenda, and any other related amendments, as part of the Bid submission.

D.Evaluation Process

2.16 Opening & Evaluation of Bids

- 2.16.1 The Authority, would open the Bids online as per the schedule specified in Clause 1.3 of this RFP.
- 2.16.2 The Authority, would subsequently examine and evaluate Bids in accordance with the provisions set out in **Section 3** on "Criteria for Evaluation of Bids".
- 2.16.3 Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.16.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its consultants, agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.16.5 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.
- 2.16.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority, may, in its sole discretion, exclude the relevant project from computation of the Technical Capacity of the Bidder.
- 2.16.7 In the event the Bidder claims credit for an Eligible Project, and such claim is determined by the Authority, as incorrect or erroneous, the Authority, shall reject such claim and exclude the same from computation of the Technical Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority

reserves the right to reject the Bid in accordance with the provisions of Clauses 2.6.1 and 2.6.4.

2.17 Confidentiality

- 2.17.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified 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, shall treat all information, submitted as part of Bid, in confidence and would 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, or as may be required by law or in connection with any legal process.

2.18 Tests of Responsiveness

- 2.18.1 Prior to evaluation of Bids, the Authority, will determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- i. It is received as per formats given in this RFP;
 - ii. It is received within the Bid Due Date including any extension thereof pursuant to Clause 2.12;
 - iii. It is signed, stamped and marked as stipulated in Clauses 2.11;
 - iv. Each Bidder must pay an interest free Earnest Money Deposit of **Rs 5,00,000/- (Rupees Five lakhs only)** through online in the manner provided in the e-Procurement portal. No exemption will be allowed to any Bidders from deposit of EMD and Bids made without EMD even if submitted will be rejected.
 - v. Receipt for payment of the Bid submission fee Rs.17,700 (inclusive of taxes)
 - vi. It is accompanied by the Power of Attorney as specified in Clause 2.2.3 and in the case of a Joint Venture/Consortium, the Power of Attorney as specified in Clause 2.2.3 as per the formats Appendix II and Appendix III respectively;
 - vii. It contains all information (complete in all respects) as stipulated in the RFP;
 - viii. It contains information as per the formats specified in this RFP. Non-adherence to the formats may be a ground for declaring the Bid as non-responsive.
 - ix. It contains certificates from **Statutory Auditor/ Chartered Accountant/ Certified Public Accountant** (as applicable) who ordinarily audits the accounts of the Bidder. in the formats specified at **Annexure II: Technical Capacity of Bidder of the RFP for each Eligible Project** and at **Annexure III: Financial Capacity of**

Bidder;

- x. It is accompanied by the Joint Bidding Agreement (applicable in case Bidder is Joint Venture/Consortium), specific to the Project, as per the format Appendix IV;
- xi. The original documents listed under Clause 2.15 have been submitted to the Authority in accordance with the timelines specified in Clause 1.3.
- xii. Financial Bid should **NOT** be part of the Technical Proposal.
- xiii. It does not contain any condition or qualification; and
- xiv. It is not non-responsive in terms hereof.

2.18.2 The Authority reserves the right to reject any 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.

2.19 Clarifications from Bidders

2.19.1 To facilitate evaluation of Bids, the Authority, may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided within the time specified by the Authority for this purpose. Any request for clarifications and all clarifications shall be in writing.

2.19.2 If the Bidder does not provide clarifications sought under Clause 2.19.1 within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority, may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.20 Proprietary Data

All documents and other information supplied by the Authority or submitted by the Bidder to the Authority, shall remain or become the property of the Authority. 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 Authority shall not return any Bid or any information provided along therewith.

2.21 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.

E. BID SECURITY

2.22 Bid Security / Earnest Money Deposit (EMD)

- 2.22.1 Each Bidder must pay as part of its Bid an interest free Earnest Money Deposit (EMD) of **Rs 5,00,000/- (Rupees Five lakhs only)** through online in the manner provided in the e-Procurement portal. No exemption will be allowed to any Bidders from deposit of EMD and Bids made without EMD even if submitted will be rejected. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.22.2 Bidders should ensure that the Tender Fee and the EMD are remitted in online Payment mode through the e-Payment facility provided by the e-tender system.
- 2.22.3 Bid Security in any other form shall not be allowed.
- 2.22.4 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.22.5 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 Successful Bidder or when the Bidding process is cancelled by the Authority.
- 2.22.6 The Successful Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Lease Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.22.7 The Authority, shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation / damages to the Authority in any of the events specified in Clause 2.22.8 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 Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.22.8 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority, hereunder or otherwise, under the following conditions:
 - i. If a Bidder submits a non-responsive Bid;
 - ii. If the Bidder submits or divulges Financial Bid in the Technical Proposal.
 - iii. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of

this RFP;

- iv. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- v. In the case of Successful Bidder, if it fails within the specified time limit -
 - a. to sign the Lease Agreement and/or
 - b. to furnish the Performance Security within the period prescribed therefore in the Lease Agreement; or
- vi. In case the Successful Bidder, having signed the Lease Agreement, commits any breach thereof prior to furnishing the Performance Security.

F. PERFORMANCE SECURITY

2.23 Performance Security

- 2.23.1 The Successful Bidder shall furnish to the Authority a Performance Security, in the form of an irrevocable and unconditional Bank Guarantee issued by a Scheduled Bank in India, drawn in favour of Managing Director, KTIL and payable at Thiruvananthapuram for due and faithful performance of its obligations. The Lessee shall ensure that it maintains, at all times during the Lease Period, a deposit with the Authority, of an amount equal to 10% of 03 (three) year Annual Lease Fees calculated on the basis of applicable Annual Lease Fee for that particular year (the "**Security Deposit**"). The Security Deposit shall be returned to the Lessee, without any interest thereon, within 6 months from the Transfer Date, after adjusting dues of the Lessee if any to the Authority or towards any payment obligations pertaining to the Project, like power, water, maintenance etc.
- 2.23.2 In case of breach of any of the provisions of the contract, the Authority shall revoke the Performance Security to apportion the losses on account of such breach.
- 2.23.3 The Bidder shall have to replenish the Bank Guarantee after such apportionment to its original value (in case of partial appropriation) or furnish a new Bank Guarantee of same value (in case of total appropriation), as the case may be.
- 2.23.4 Until such time the Performance security is provided by the Lessee pursuant hereto and the same comes into effect, the Earnest Money Deposit (EMD) shall remain in force and effect, and upon such provision of the Performance security pursuant hereto, shall release the Earnest Money Deposit (EMD) to the Lessee.
- 2.23.5 In the event Performance security is not provided by the Lessee within the stipulated time period, the Authority may forfeit the Earnest Money Deposit (EMD) and appropriate the same thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Lessee under or arising out of the Lease Agreement, if signed, shall be deemed to have been waived by, and to have ceased with the concurrence of the Lessee, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

3. CRITERIA FOR EVALUATION OF BIDS

3.1 Evaluation Parameters

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2 of this RFP shall qualify for participation in the Bidding Process. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.2 Details of Experience

- 3.2.1 The Bidder should furnish the details of Eligible Experience for the past 5 (five) years preceding the Bid Due Date.
- 3.2.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure II: Technical Capacity of Bidder of Appendix I: Letter Comprising the Bid.
- 3.2.3 The Bidder should furnish the required project-specific information and evidence in support its claim of Technical Capacity, as per format at Annexure-II of Appendix-I.

3.3 Financial Information for the Purpose of Evaluation

- 3.3.1 The Bid must be accompanied by Audited Annual Reports of the Bidder (of each member in case of a Joint Venture/Consortium and of the Associate if relying on the Net-worth of Associate for the purpose of qualification) for the last 3 (three) financial years (i.e. FY 2022-23, FY 2023-24 and FY 2024-25), preceding the Bid Due Date in Clause 1.3.
- 3.3.2 The Bidder must establish Financial Capacity specified in Clause 2.2.1 (B) and provide details as per format at Annexure III: Financial Capacity of Bidder of Appendix I: Letter Comprising the Bid.

3.4 Short listing of Bidders

- 3.4.1 The Authority, shall qualify and shortlist the Bidders who fulfill the stipulated Technical and Financial Capacity criteria as set out in Clause 2.2.1 of this RFP.
- 3.4.2 The Authority will notify the other Bidders also who do not fulfill either or both of the Technical and Financial Capacity. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

3.5 Selection of Bidder

- 3.5.1 The Authority would open the Financial Bid as per the schedule specified in Clause 1.3. Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who meets the eligibility criteria as per Clause 2.2.1 shall only be eligible for opening of Financial Bids.
- 3.5.2 Technically Responsive Bidder who quotes the highest "Annual Lease Fee" payable to the Authority annually for the Lease granted shall be the Successful Bidder. In lieu of the operational rights to the site, the Annual Lease Fee shall be escalated at 5% per annum during the Lease period.
- 3.5.3 Notwithstanding anything to the contrary contained in this RFP, the Authority, reserves the right to reject or annul the Bidding Process and/ or reject any Bid at any stage without assigning any reason. 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.
- 3.5.4 If two or more Bidders have the same financial quote, the selection of the eligible Bidder shall be through a lottery drawn in presence of Competent Authority and the representatives of the Bidders involved.
- 3.5.5 The minimum Annual Lease Fee as determined by the Authority is Rs. 85,99,680/- (Rupees Eighty-Five Lakh Ninety-Nine Thousand Six Hundred and Eighty only). Any tax due on the lease fee at such rates as in force from time to time shall also be payable by the Lessee.

3.6 Award of the Project

- 3.6.1 After selection, a Letter of Award (the "LoA") shall be issued by the Authority (the "Lessor") to the Selected Bidder (the "Lessee") 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, 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, and the next eligible Bidder may be considered.
- 3.6.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Lessee to execute the Lease 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 Lease Agreement.

3.7 Contacts during Bid Evaluation

- 3.7.1 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.

4. FRAUD & 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. Notwithstanding anything to the contrary contained herein, the Authority, shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2. Without prejudice to the rights of the Authority, under Clause 4.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder 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 is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Section 4- Fraud & Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:
- I. **"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 Lease 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 Clause 2.8, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Lease Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LoA or the Lease 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;
 - II. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - III. **"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;
 - IV. **"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
- V. **"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. The Pre-Bid Conference shall be convened at the designated date, time and place specified in Clause 1.3.
- 5.2. A maximum of 2 (two) representatives from each Bidder shall be allowed to participate on the production of Authority letter from the Bidder.
- 5.3. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority in writing. The Authority, shall endeavor 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.
- 5.4. The Bidders may email their queries to the email IDs provided in Notice Inviting Bid in the format specified below. The document containing the pre-proposal queries to be emailed shall bear the following identification:

“Proposal for Selection of Operator for Operation, Management and Maintenance of Convention Center at Veli, Thiruvananthapuram”

S. No.	Clause/ Page No.	Content of the RFP requiring clarifications	Change/clarification requested
1.			
2.			
3.			

6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kerala, India 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:
- i. 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;
 - ii. Consult with any Bidder in order to receive clarification or further information;
 - iii. Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - iv. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;
 - v. 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; and/or
 - vi. Supplement/Modify/Amend/Alter the terms of grant of Lease pursuant to this RFP, or technical/financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.
- 6.3. In order to afford the Bidders a reasonable time for taking addendum / supplement / modification etc. into account or for any other reason, the Authority, may, at its own discretion, extend the Bid Due Date and time.
- 6.4. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

7. PROJECT INFORMATION MEMORANDUM

7.1 Introduction

The Department of Tourism, Government of Kerala developed the Veli Convention center, an approximate area of 4694 Sq. m. (1.16- Acre land area) at Veli Tourist Village, Thiruvananthapuram.

The location of the Convention Center is one of the most notable aspects of the project as it is near Veli Tourist Village that is situated in proximity to the picturesque Veli lagoon, enveloped by lush greenery. It can be conveniently reached by road and offers an exhilarating destination for picnics. This charming village creates an ideal ambiance for relaxation, featuring meticulously landscaped gardens and a range of recreational opportunities, including swimming and boating, on the serene waters of the lake, drawing a steady stream of visitors daily. Nestled between the urban hub of Kazhakootam and the Thiruvananthapuram city, Veli is steadily gaining prominence as a premier tourist attraction. Recent ventures such as the miniature rail system, and the Veli Urban Park represent the realization of ambitious projects that contribute to the evolving allure of this burgeoning destination. The Convention Center is located at a place that can be easily accessed and therefore will be well suited for its intended use.

The Convention Center is a viable choice for vibrant business events. The thriving MICE (Meetings, Incentives, Conferences, and Exhibitions) sector in Kerala is not only reinvigorating the local economy but also fostering a conducive environment for business growth. The key drivers for this growth can be:

- Heightened Corporate activity in IT and non-IT sectors.
- Destination weddings, Government meetings and events.

The Convention Center, with its modern facilities and versatile auditorium, can cater to a spectrum of MICE events, accommodating both large events and smaller intimate gatherings. The dining hall can also be put into use for the same. Veli has seen an increase in MICE tourism, which is now a key contributor to the travel and tourism economy. Furthermore, Veli is evolving into a prominent MICE/ wedding destination in Thiruvananthapuram.

7.2 Project Brief

The Convention Centre serves as a vital hub for hosting large-scale events, seminars, and conferences, accommodating participants in a professional and equipped setting. It provides state-of-the-art facilities and amenities that cater to the needs of attendees, enhancing the overall experience and engagement. This Convention Centre would help the state by attracting tourists, which would result in more revenues for the State and also generate employment for the local population.

The Convention Center is established on 4694 Sq. m. (1.16 Acres) of land owned by the Department of Tourism, Veli, Kadakampally Village, Thiruvananthapuram. The land area is free from any encumbrances.

7.3 Project Components

The Project components include:

- i. Auditorium: The convention centre has a state-of-the-art air-conditioned auditorium which can accommodate up to 832 pax. The auditorium is on the first floor.
- ii. Green Rooms and Washrooms: The convention center has a well-maintained green room on the same floor as the auditorium to enable quick and easy access. The center also has different washrooms for gents, ladies and the differently abled.
- iii. Dining Room: The convention center has a spacious and well-ventilated dining room which can accommodate up to 300 pax. The dining room is on the ground floor.
- iv. Kitchen: The convention center has a spacious kitchen which is at the ground floor.
- v. Entrance Lobby: The convention center hosts an extensive entrance lobby which provides ample space for the visitors.

Key Features

- Area of land: 4694 Sq. m (1.16 Acres)
- Water connection: Available
- Power connection: Available

Details of Area of Convention Center:

Sl. No.	Details	Plinth Area (Sq. m.)
1	Ground Floor	1297.95
2	First Floor	1297.95
3	Terrace	40.58
	Total	2636.48

In addition to the above mentioned the Convention Center, the site also consists of a Tourist Facility Center- the operation and maintenance of which is not included in the scope of this RFP.

All the Areas are demarcated in the plan in APPENDIX – VIII of this RFP.

7.4 Minimum Operational Obligations

The Lessee shall undertake repair and replacement of movable assets (if any) and optimally operate and maintain the Convention Center facilities as per the terms of the agreement and good industrial practices.

The Lessee shall further and conform to all applicable laws, rules, regulations, and guidelines, including but not limited to those issued by any competent authority, regulatory body, or governmental or quasi-governmental entity having jurisdiction over the Project or any aspect thereof, as may be amended from time to time.

For Site Plan, Layouts and Drawings, refer APPENDIX – VIII of this RFP.

7.5 Scope of Work

7.5.1 The Lessee shall undertake all the activities pertaining to and incidental to the Operation, Management & Maintenance of Convention Centre including, but not limited to the following:

- i. Taking over of the Project Site on "**as is where is basis**" and upgrade the facility, marketing activities, provide relevant assets, equipment, clearances/approvals, provide ancillary services and amenities related to the Project as per terms of the RFP, Lease Agreement and Schedules thereof.
- ii. The Lessee shall be responsible for procuring all approvals, licenses, proprietary rights and permissions for smooth operations of the project facility.
- iii. The Lessee shall manage, market, operate and maintain the Project and regulate the use thereof in accordance with the provisions of the Concession Agreement;
- iv. The Lessee shall, save as otherwise expressly provided under the terms of the Lease Agreement to be signed between the Lessee and the Authority, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Lessee defined therein;
- v. The Lessee shall at its own cost enter into Annual Maintenance Contracts (AMCs) with the Vendors for various installations.
- vi. The Lessee shall take adequate coverage of insurance for the project facilities against damage, destruction by fire, flood, earthquake, mob violence, theft, or such other causes from the date of handover of the project site. In addition, the Lessee shall procure and maintain comprehensive Third Party Liability Insurance, Medical Insurance and Workmen Compensation Insurance in accordance with Applicable Laws during the Lease period.
- vii. The Lessee shall maintain the entire premises in accordance with Good Industry Practice.
- viii. The Lessee shall be responsible for payment of all taxes including GST as per Government of India norms issued in this regard from time to time, duties, levies including stamp duty

and any other statutory charges that are required to be paid as per statutory requirements from time to time.

- ix. The Lessee shall meet the requirements and norms laid down by the competent authorities regarding Operation, Management & Maintenance of the Project Facilities, if any.
- x. The Lessee shall ensure availability of personnel for providing assistance to the Users in the Convention Center, with an ability to communicate in Malayalam, English, Hindi and any other Indian regional language or any foreign language.
- xi. The Lessee shall ensure the availability of all necessary equipment required for the efficient and successful operation of the Convention Centre.
- xii. The Lessee shall be responsible for procuring all necessary kitchen equipment at their own expense including but not limited to commercial ovens, refrigerators, deep freezers, cooking ranges, exhaust hoods, dishwashers, food preparation tables, and storage racks. This list is indicative and not exhaustive; additional equipment may be required based on operational needs.
- xiii. The Lessee shall ensure that all necessary equipment are delivered in a timely manner and properly installed within the Convention Centre to facilitate uninterrupted operations.
- xiv. Following the end of the lease agreement period, the Lessee shall hand over all such equipment to the designated authority in good working condition.
- xv. The Lessee shall have the right to utilize designated advertising space within the Project Site, subject to prior notification to the Authority.
- xvi. The Lessee shall realise revenue from commercial advertisements wherever possible. It is presumed that the Bidder has taken the potential revenue realization from commercial advertisements and accordingly has submitted the Financial Bid.
- xvii. All advertisements within the Convention Centre shall be displayed using temporary structures, printed materials, digital screens, or other non-permanent formats that do not alter or damage the structural integrity of the Project Site.
- xviii. The Lessee shall maintain adequate security arrangements including the deployment of CCTV(s) at all important points of the Project Site and ensure strict vigilance and monitoring. The CCTV feed shall be provided to the Authority in CD format once in every quarter or on need basis.
- xix. The Lessee shall make provision for sub-meters for electricity and water for the various commercial activities planned.
- xx. The Lessee shall provide Turndown services and other housekeeping services on a daily basis or on demand.
- xxi. Performance and fulfillment of all obligations of the Lessee in accordance with the

provisions of the Lease Agreement and Schedules thereof and matters incidental thereto or necessary for the performance of any or all of the obligations of the Lessee under the Lease Agreement.

- xxii. The Lessee shall also commission, operate and maintain a comprehensive website exclusively for the Convention Center in accordance with the terms set forth in the Lease Agreement.
- xxiii. The Lessee shall setup and operate a medical aid post for providing aid or assistance in case of medical emergencies related to the Convention Center.

7.5.2 In addition to what is provided elsewhere in this RFP, the Lessee shall have the following obligations and responsibilities during the O&M Period:

- i. The Lessee shall ensure that all facilities, services, and amenities provided at the Convention Center meet or exceed benchmarks for quality, hygiene, safety, and customer experience, as recognized by leading industry practices and applicable regulatory norms during the lease period.
- ii. The Lessee shall obtain all necessary statutory clearances, approvals and licenses and shall ensure that the Project and its components conform to applicable laws, rules, regulations and guidelines, including but not limited to those issued by a competent authority, regulatory body, or governmental or quasi-governmental entity having jurisdiction over the Project or any aspect thereof, as may be amended from time to time.
- iii. The Lessee shall implement and adhere to standard operating procedures (SOPs) for facility upkeep, User services, food and beverage operations, and event management, and shall periodically review and upgrade such procedures to remain aligned with evolving industry expectations.
- iv. The Lessee shall establish and maintain an effective system for addressing Client and User queries, feedback, and complaints in a timely, courteous, and professional manner. The Lessee shall ensure that trained personnel are available at all times during operational hours to respond to enquiries, provide assistance, and resolve issues related to the Convention Center's services and facilities.
- v. The Lessee shall also implement appropriate mechanisms such as help desks, digital communication channels, feedback forms, and escalation protocols to ensure consistent service quality and User satisfaction. Records of such interactions shall be maintained and reviewed periodically to improve service delivery and operational standards.
- vi. The Lessee shall be responsible for ensuring that the entire premises of the Convention Center, including all indoor and outdoor areas, facilities, amenities, and common spaces, are maintained in a clean, hygienic, and orderly condition at all times.
- vii. The Lessee shall deploy adequate housekeeping staff, cleaning equipment, and waste management systems to uphold standards of cleanliness consistent with best practices in the hospitality and events industry.

- viii. The Lessee shall also ensure timely disposal of waste, regular sanitization of high-contact surfaces, and compliance with applicable health and sanitation regulations issued by any competent authority.
- ix. The Lessee shall ensure that all operations, maintenance activities, and services carried out at the Convention Center strictly adhere to applicable environmental laws, rules, and regulations, including but not limited to those relating to air, water, noise, and solid waste pollution.
- x. The Lessee shall be responsible, at its own cost, for all the maintenance and repairs of the Project and all its components, including buildings, structures, all services and allied works.
- xi. The Lessee shall follow Government guidelines which require them to operate food services as and when applicable.
- xii. The Lessee shall be entitled at its own costs, expenses and consequences to perform the following:
 - i. Institution and supervision of operating policies, principles, systems and procedures for all departments including accounting, credit management and maintenance, personnel, etc.
 - ii. Instituting, conducting, defending, compromising, referring to arbitration and abandoning any legal or other proceedings, claims and disputes in which the Project is concerned.
 - iii. To issue its receipts and invoice in its own name.
- xiii. The Lessee shall put appropriate sign boards including danger sign boards if any, in English, and the local language, notices and barriers as necessary in order to avoid any accidents and/ or emergencies on the Project Site.
- xiv. The Lessee shall deploy qualified and adequately trained staff to manage complete operations of the Project as per Performance Standards detailed in Schedules to the Lease Agreement. The Lessee shall bear the entire responsibility and liability for operation of the Project.
- xv. The Lessee shall be entitled to levy, demand, collect, retain and appropriate the Project Revenues as per the terms of the Lease Agreement.
- xvi. Notwithstanding anything contained herein, the Lessee shall be solely responsible for all the claims or proceedings filed with respect to the management and operation of the project whether with regard to any negligence committed in the Project or by reason of deficiency in the service at the Project or otherwise for any reasons whatsoever whether intentionally or unintentionally and the Authority shall not be responsible or liable for the same whether vicariously or otherwise and the Lessee shall always keep the Authority indemnified in this regard.

- xvii. The Lessee shall at its cost, carry out such periodic inspections, as well as assist Authority or its nominee to carry out any (reasonable) random or periodic inspections or checks of any part or component of the Project, the cost of any Test shall be borne by the Lessee.
- xviii. The Lessee shall with due diligence carry out all necessary and periodical inspection in accordance with the Applicable Laws and shall maintain proper record of such inspection and the remedial measures taken to cure the defects or deficiencies, if any.
- xix. The Lessee shall also ensure that all checks and maintenances or repair works are carried-out with adequate advance notice in such a planned manner that there shall be minimal disruption of the operations of the Project.
- xx. The Lessee shall carry-out the operation and maintenance of the STP already erected at the site so that it meets the desired output standards of water quality.
- xxi. The Sub-Letting of the Project facility is not permitted, except for advertisement spaces created by the Lease in accordance with the bylaws and regulations of the Government of Kerala.

7.6 Site Plan and Asset Details

- 7.6.1 The Site Plan, Layout and Drawings are provided at Appendix VIII.
- 7.6.2 A detailed inventory of these assets, including quantities and specifications, is provided as Appendix IX to this RFP. Bidders are advised to review this annexure thoroughly and factor the available assets into their technical and financial proposals.

8. CHECKLIST OF SUBMISSIONS

S. No.	Enclosures to the Bid	Status (Submitted/ Not Submitted)	Comments if any
1	Receipt of Remittance of Rs. 17,700/- inclusive of GST as Bid Document Fee as mentioned in e-Procurement portal of Government of Kerala		
2	Bid Security of Rs 5,00,000 (Rupees Five Lakhs only)		
3	RFP document with all issued Addenda, Corrigenda, and any other related amendments, each page duly signed by the Authorized Person is to be returned acknowledging the terms and conditions thereof		
4	Appendix I: Letter comprising the Bid		
	Annexure I: Details of Bidder		
	Annexure II: Technical Capacity of Bidder		
	(A): Copy of PAN and GST No. and other Incorporation Documents		
	(B): Format for Operational Experience		
	Annexure III: Financial Capacity of the Bidder		
	Annexure IV: Statement of Legal Capacity		
5	Appendix II: Format for Power of Attorney for Signing of Bid		
6	Appendix III: Format for Power of Attorney for Lead Member of Joint Venture/ Consortium.		
7	Appendix IV: Joint Bidding Agreement by Joint Venture/Consortium		
8	Appendix V: Self – Undertaking		
9	Appendix VI: Financial Proposal		
10	Appendix VII: Certificate Regarding Compliance with Restrictions Under Rule 144 (XI) of the General Financial Rules (GFRs)		

APPENDIX I: LETTER COMPRISING THE BID

To,
The Managing Director
Kerala Tourism Infrastructure Limited (KTIL)
4th Floor, Vipanchika Tower, Thycaud P.O., Thiruvananthapuram-14
Phone No.: +91-471-2336233
Email: md@ktil.in

Sub: Proposal for Selection of Operator for Operation, Management and Maintenance of Convention Center at Veli, Thiruvananthapuram

Dear Sir,

1. With reference to your RFP document dated, I/We, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional in all respects.
2. I/ We acknowledge that the Kerala Tourism Infrastructure Limited (KTIL) (the **"Authority"**), will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid project, and we certify that all information provided in the Bid and in Annexures 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 qualifying as a Bidder for the **Operation, Management 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.
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. We certify that in the last 3 (three) years, we/ any of the Joint Venture/Consortium Members or our/ their Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty 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:

- i. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - ii. I/ We do not have any conflict of interest in accordance with Clauses 2.2(iii) of the RFP.
 - iii. 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 Section.4 on Fraud & Corrupt Practices of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Kerala Tourism Infrastructure Limited (KTIL) or Department of Tourism, Government of Kerala or any other Public Sector Enterprise or any Government, Central or State;
 - iv. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section.4 on Fraud & Corrupt Practices 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;
 - v. I/ We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice;
 - vi. I/ We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid; and
 - vii. I/ We are not barred by the Department of Tourism, Government of Kerala, or any state government or any of their agencies from participating in similar projects.
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.
 9. I/ We believe that we/ our Joint Venture/Consortium/ proposed Joint Venture/Consortium satisfy(s) the Net Worth and Average Annual Turnover criteria and meet(s) the requirements as specified in the RFP document.
 10. I/ We declare that we/ any Member of the Joint Venture/Consortium, or our/ its Associates are not a Member of a/any other Joint Venture/Consortium applying for the Bid.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture/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 Joint Venture/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 Joint Venture/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 guidelines referred to above, we shall intimate the Authority of the same immediately.
15. I/ We hereby submit the Statement of Legal Capacity as per format provided at Annexure IV: Statement of Legal Capacity with this Letter Comprising the Bid.
16. I/ We hereby submit the Power of Attorney for signing of Bid/ and the Power of Attorney for Lead Member of Joint Venture/Consortium, as per format provided at Appendix II: Format for Power of Attorney for signing of Bid/ and Appendix III: Format for Power of Attorney for Lead Member of Joint Venture/Consortium respectively of the RFP.
17. I/We, hereby irrevocably waive any right 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 Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
19. I/ We certify that in terms of the RFP, my/our Financial Turnover is INR ____ (INR_____ in words) and Net worth is INR..... (INR. in words) over 3 of the last 5 financial years and meet the Eligibility Criteria as mentioned in Clause 2.2.1 of this RFP document.
20. We agree and undertake to be jointly and severally liable for all the obligations of the Lessee under the Lease Agreement till occurrence of Financial Close in accordance with the Lease Agreement.

Annexure I: Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation/ registration:
 - (c) Address of the Corporate Headquarters and its Branch Office(s), if any, in India:
 - (d) Date of Incorporation and/ or Commencement of Business:
2. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of Individual(s) who will serve as the Point of Contact/ Communication for the Authority:
 - a. Name:
 - b. Designation:
 - c. Entity:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. Fax Number:
5. In case of a Joint Venture/Consortium:
 - a. The information above (1-4) should be provided for all the members of the Joint Venture/Consortium.

- b. A copy of the Joint Bidding Agreement, as envisaged in Appendix-IV should be attached to the Bid.
- c. Information regarding role of each member should be provided as per table below:

S. no	Name of Member	Role {*Appendix-IV}	Percentage of share in the Joint Venture/ Consortium {*Appendix-IV}
1.			
2.			

- d. The following information shall also be provided for each member of the Joint Venture/Consortium:

Name of Bidder /member of Joint Venture/Consortium

S. No.	Criteria	Yes	No
1.	Has the Bidder/ Constituent of the Joint Venture/Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any Project.		
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 Joint Venture/Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

6. A statement by the Bidder and each of the members of its Joint Venture/Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Date:

Signature,
Name and Designation of the Authorized Signatory

Place:

Name and Seal of the Bidder/ Lead Member

Annexure II: Technical Capacity of Bidder

FORMAT FOR FURNISHING EXPERIENCE OF SUCCESSFUL OPERATION AND MAINTENANCE OF CONVENTION CENTER OR EXHIBITION CENTER OR A HOTEL OF AT LEAST 3-STAR RATING OR HOSPITAL OR EDUCATIONAL INSTITUTION

Project Name and Location	Details of Convention Centre / Exhibition Centre / Hotel of at least 3 star rating/ Hospital/ Educational Institutions	Built-up Area (in Sq. m.)	Project Cost in INR	Date of Completion of the Project	Period of Operation (From- To in dd/mm/yyyy format)

Signature of the Authorised Signatory (Bidder):

Note:

1. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate and/ or Joint Venture/Consortium Member in case of Joint Venture/Consortium.
2. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.5, shall be provided.
3. The date of commencement and completion of the project and Investment made on the Project needs to be certified by the Statutory Auditor of the Bidder.
4. For star rating of Hotels, necessary evidence may be attached.

Annexure III: Financial Capacity of Bidder

FORMAT FOR FINANCIAL DATA

1. Net Worth related data for the preceding 03 Financial Years

All figures in INR Cr

Description	FY 2022-23	FY 2023-24	FY 2024- 25
Details of method of calculation (Refer to Note No.4 below)			
Net Worth			

* The details of calculation adopted shall be mentioned in the table.

2. Annual Turnover related data for the preceding 03 Financial Years

All figures in INR Cr

Financial Year	Annual Turnover
2022- 23	
2023 -24	
2024- 25	
Average Annual Turnover	

Signature:.....

Name:

Designation:

Name of Bidder:

Stamp/Seal:.....

Date:

Note:

1. Audited Balance Sheets, Financial Statements and Annual Reports (where the Bidder is a Company) and Profit & Loss statements, ITRs of the Bidder (of each Member in case of a Joint Venture/ Consortium and/ or of an Associate if relying on the financial credentials of an Associate for the purpose of qualification) at the closing of the preceding Financial Year, before the Bid Due Date shall be enclosed. The financial

statements shall:

- a. reflect the financial situation of the Bidder or Joint Venture/Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. In the case of a Joint Venture/ Consortium, a copy of the Joint Bidding Agreement shall be submitted in terms of this RFP;
 3. The Bidder shall provide a certificate from the Statutory Auditors specifying the Net Worth and Average Annual Turnover of the Bidder/Joint Venture/Consortium member and specifying the methodology adopted for calculating such Net Worth; If in the absence of the Statutory Auditor, the certificate shall be submitted from a Chartered Accountant or Certified Public Accountant who ordinarily audits the accounts of the Bidder.
 4. For the purposes of this RFP the term Net Worth means following:
 - a. **"Net Worth" for company shall mean** the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. The details of the items included in the non-cash expenses have to be provided.
 - b. **Net Worth for Partnership Firm would mean:** [Fixed Assets + Trade Receivables + Current Assets] – [Firms Loan + Current Liabilities]
 - c. **Net Worth for Sole Proprietorship would mean:** Total Assets- Total Liabilities
 - d. **Net Worth for Society:** means Sum of the available Corpus and Reserves
 - e. **Net Worth for Individual:** means the Sum of the value of all un-encumbered assets owned by the individual – the Sum of the value of all liabilities of the individual.

Annexure IV: Statement of Legal Capacity

(On the letterhead of the Bidder/ Lead Member of Joint Venture/Consortium)

Ref.

Date:

To,

Managing Director

Kerala Tourism Infrastructure Limited (KTIL)

4th Floor, Vipanchika Tower, Thycaud P.O., Thiruvananthapuram-14

Phone No.: +91-471-2336233

Email: md@ktil.in

Dear Sir,

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

We have agreed that _____ (insert member's name) will act as the Lead Member of our Joint Venture/Consortium. *

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture/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,

Authorized

Signatory For and

on behalf of

*Please strike out whichever is not applicable.

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the sole Bidder or the Lead Member in case of a Joint Venture/Consortium as the case may be.*
- *The Power of Attorney to bear proof of payment of stamp duty in accordance with the jurisdictional stamp legislation.*
- *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 favor 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 in India, the notarization is to confirm that the document was executed in the presence of a notary.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.*

APPENDIX III: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Non-Judicial Stamp Paper of appropriate value)

POWER OF ATTORNEY

Whereas the Kerala Tourism Infrastructure Limited (KTIL), Kerala (the "Authority") has invited Bids from interested parties for Operation, Management and Maintenance of Convention Center, at Veli, Thiruvananthapuram on PPP mode in the State of Kerala (the "Project"). Whereas, _____ and _____ (collectively the "Joint Venture/Consortium") being Members of the Joint Venture/Consortium are interested in Bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project,

And Whereas, it is necessary for the Members of the Joint Venture/Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture/Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture/Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, [the name and address of the registered office] (hereinafter referred to as the "Principal") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Joint Venture/Consortium, as the Lead Member and true and lawful attorney of the Joint Venture/Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Joint Venture/Consortium and any one of us during the Bidding process and, in the event the Joint Venture/Consortium is awarded the Lease, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture/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, Bids and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Joint Venture/Consortium and generally to represent the Joint Venture/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 Joint Venture/Consortium's Bid for the Project and/ or upon award thereof till the Lease Agreement is entered into with the Authority.

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/ Joint Venture/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 20**.

For _____

(Signature)

(Name & Title)

For _____

(Signature)

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Joint Venture/Consortium)

Notes:

- The Power of Attorney to bear proof of payment of stamp duty in accordance with the jurisdictional stamp legislation.
- 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 favor 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 in India, the notarization is to confirm that the document was executed in the presence of a notary.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.

APPENDIX IV: JOINT BIDDING AGREEMENT FOR JOINT VENTURE/ CONSORTIUM

(On a Non-Judicial Stamp Paper of appropriate value)

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

AMONGST

1.(a Partnership firm, LLP or a Company (Public or Private Ltd.)¹ incorporated under 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. (a Partnership firm, LLP or a Company (Public or Private Ltd.)² registered/ incorporated under 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)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

The Kerala Tourism Infrastructure Limited (KTIL), Kerala, represented by _____, and having its principal office at 4th Floor, Vipanchika Tower, Thycaud P.O., Thiruvananthapuram-14 (hereinafter referred to as the "the Authority" 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 Proposal No. dated (the "RFP") for selection of Bidder for Operation, Management and Maintenance of Convention Center, at Veli, Thiruvananthapuram (the "**Project**").

- A. The Parties are interested in jointly Bidding for the Project as members of a Joint Venture/Consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

¹Please select the correct option as per the nature and form of the entity.

²Please select the correct option as per the nature and form of the entity.

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 Lease Agreement.

5. Shareholding in the Joint Venture/Consortium (if applicable)

The Parties agree that the share of members in the Joint Venture/Consortium shall be as follows:

- First Party :
- Second Party :

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 organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement; and
- b) The execution, delivery and performance by such Party of this Agreement has been authorized 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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the member of the Joint Venture/Consortium 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, Lease, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is

otherwise applicable to such Party; or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force till the Lease Period of the Project is achieved under and in accordance with the Lease Agreement, in case the Project is awarded to the Joint Venture/Consortium. However, in case the Joint Venture/Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

- a) That in case the project is awarded to the Joint Venture/Consortium, the Joint Venture/Consortium will carry out all the responsibilities and will comply with all the terms and conditions of the Lease Agreement as would be entered with the Authority.
- b) This Joint Bidding Agreement shall be governed by laws of India.
- c) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

SIGNED, SEALED AND DELIVERED

LEAD MEMBER by:

SECOND PARTY

(Signature):

(Signature)

(Name):

(Name)

(Designation)

(Designation)

(Address)

(Address)

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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued in India, the notarization is to confirm that the document was executed in the presence of a notary.*
4. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy. However, the Joint Bidding Agreement executed in countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate..*
5. *The Joint Bidding Agreement to bear proof of payment of stamp duty in accordance with the jurisdictional stamp legislation.*

APPENDIX V: SELF UNDERTAKING

(On Letter Head of the Bidder/All the members in case of a Joint Venture/Consortium)

Ref.

Date:

To

Managing Director

Kerala Tourism Infrastructure Limited (KTIL)

4th Floor, Vipanchika Tower, Thycaud P.O., Thiruvananthapuram-14

Sub: Selection of Operator for Operation, Management and Maintenance of Convention Center at Veli, Thiruvananthapuram

Dear Sir,

I/We (Name of the Bidder) hereby take that I/We (Name of the Bidder) have not been debarred/ blacklisted/ terminated by any Central Government/ State Government/ Statutory Authority or Public Sector Undertaking (PSU).

Yours faithfully

(Signature, name and designation of the authorized signatory)

For and on behalf of

APPENDIX VI: FINANCIAL PROPOSAL

To be submitted online in the encrypted Excel sheet

**APPENDIX VII: CERTIFICATE REGARDING COMPLIANCE WITH RESTRICTIONS
UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRs)**

To

Managing Director

Kerala Tourism Infrastructure Limited (KTIL)

4th Floor, Vipanchika Tower, Thycaud P.O., Thiruvananthapuram-14

Sub: Selection of Operator for Operation, Management and Maintenance of Convention Center at Veli, Thiruvananthapuram

Dear Sir,

With reference to your RFP document dated *** **, I/ we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

- a. I/We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;
- b. I certify that this Bidder (or member of the Joint Venture/Consortium) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority;
- c. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:

(Signature of the Authorized Signatory)

Place:

(Name and Designation of the Authorized Signatory)

(Name and Seal of the Bidder / Lead Member)

Note:

1. Wherever applicable, evidence of the valid registration of the Competent Authority shall be attached.
2. In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

APPENDIX VIII: SITE PLAN, LAYOUTS AND DRAWINGS

**SITE PLAN, LAYOUTS AND DRAWINGS ARE PROVIDED IN
E-TENDER PORTAL**

APPENDIX IX: DETAILED LIST OF ASSETS

Item & Specification	No.
Furniture Works	-
Dining Counter - 700 * 100 Cms	2
Auditorium Mixer Table - 110*60*85 Cms	1
Security cabin table - 210*55*75 Cms	2
Reception Table - 240*55*120 Cms	1
Computer Table - 100*60*75Cms	1
Auditorium Teapoy - 75*60Cms	11
Steel dining table	100
Sofa - 190*75Cms	8
Chair - WIP Jupiter	75
Chair - SS Bunket Arch Model	944
	-
PHE Works	-
Wall Mounting Water Closet (Incl Concealed Flushing System)	20
CP Health Faucet	20
Long Body Bib Cock	20
Under Counter Wash Basin (with CI Brackets)	50
Wall Hung Wash Basin (with CI Brackets)	5
32mm size Bottle trap	8
Urinal Basin	8
Urinal Push Cock	8
CP Towel Rail	20
CP Brass angle valve basin	78
Liquid Soap Dispenser	40
Toilet paper holder	20
Towel ring	40
Grab bar	3
Bib Cock in Kitchen	2
Stainless steel Kitchen sink	4
Sink Cock with wall flange	4
	-
FPS Work	-
Fire Fighting Terrace Pump	1

Automatic Motor Control Panel	1
Pressure Guage - 100mm	1
Pressure Switch - 12*15mm	1
CI Butterfly Valve PN16	3
Check Valve (Non-Return Valve)	1
Brass Air release valve - 25mm	1
Booster Pump	1
Submersible Pump with panel	1
Control Valve for Fire Pump with Fitting - 25mm	1
Single Headed Hydrant Valve (Suitable for 63mm flanged inlet)	4
RRL Hose - 63mm	8
Hydrant System (SS branch Pipe)	4
Hydrant System (Hose box)	4
Hose Reel Drum LPCB approved	4
25mm control valve for Hydrant with fittings	4
Fire Brigade Inlet 4 Way Gunmetal	1
100 mm dia Sprinkler Alarm Valve - Bronze working parts	1
Branch Control Valve assembly for Sprinklers	1
Conventional Sprinklers Pendent type	75
Standard Rossette with cover plates for pendent Sprinklers	75
Stainless Steel Unbraided flexible pipes for dropping sprinklers	75
ABC type fire extinguisher - 6KG capacity	8
CO2 type fire extinguisher - 2KG capacity	1
Conventional Fire Alarm control to Zone panel with battery backup	1
Conventional Horn and Strobe	4
Conventional Manual Call point	4
Public address with talk back system	1
Power amplifier	1
Wall mounted PA Speaker - 10W	8
Floor identification signage	2
Fire Exit Signage	8

Fire Cabinet Signage	4
Manual Call point Signage	4
Fire Extinguisher Signage	9
Directional Signage	16
Exit Light with battery backup	16
	-
HVAC Works	-
Non inverter wall mounted/high wall type split AC unit with complete indoor and outdoor unit - 2.0 TR	3
Non inverter ceiling mounted ductable type split AC unit with complete indoor and outdoor unit- 16.7 TR	4
Non inverter ceiling mounted ductable type split AC unit with complete indoor and outdoor unit- 11.0 TR	2
Voltage Stabilizer - 5KVA	3
2.5 TR - Balcony AC	6
Air Curtain	5
Non inverter ceiling mounted ductable type split AC unit with complete indoor and outdoor unit- 5.5 TR	2
	-
STP Electro Mechanical Works	-
Waste water transfer pump of type self priming centrifugal pump	2
Twin Lobe roots blower	2
Aeration grid made of 25mm CPVC Pipes	1
Pressure Sand Filter	1
Activated Carbon Filter	1
Filter Feed Pump	2
Bar Screen with 5mm and 10mm holes	1
Hypo dosing pump with capacity 5LPH	1
	-
Audio Visual	
Cat 6 RJ 45 Connector	-
32 U Network Racker	-
Speaker cable	-
Audio Control Cable	-
Microphone Cable	-

Cat 6 Cable	-
Digital Signal Processor	-
Digital Mixer cum Stage box	1
4 channel 1250 W Amplifier	2
4 channel 600 W Amplifier	1
2 channel 2400 W Amplifier	1
3 way loud speaker	2
Mounting brackets	-
Eye Bolt kit for speakers	-
8inch compact front fill speakers	4
U brackets from front fill	-
8 inch compact high power loud speakers	4
U Brackets from delay speakers	-
High power dual 18 inch subwoofer	1
Powered 10 inch stage monitor	2
Green room powered speaker	2
Handheld microphone	2
Lapel Microphone	1
Gooseneck microphone on podium	1
Wired Microphone	1
Active Omni Directional Antenna	-
Antenna Power Splitter	1
Antenna Cables	-
Outdoor LED Wall - 4.5M * 2M	1
Smart power distribution unit	-
Digital Signage player	1
SDI to HDMI Converter	-
Intel Core i5 11th Gen 8 GB memory 512SSD 21.5inch monitor	1
4*2 Switcher	1
HDMI cable 6ft	-
1000 W speaker	2
Weather proof covering	-
Others	
1.6mm thick CRCA Sheet Cubicle for Lift Panel	2
1.6mm thick CRCA Sheet Cubicle for GSP panel	1
1.6mm thick CRCA Sheet Cubicle for AC panel	1
Cubicle construction made out of 1.6mm thick CRCA	2

Sheet	
Outdoor floor wall-mounting metering panel pod	1
LED Stripe with driver	-
LED gate top light fixture	8
LED Bollard	2
Outdoor wall light fixture	7
10 KVA 3 phase input single phase output UPS System along with necessary 12 W SMF Battery	1
Galvanized Perforated Cable trays - 300mm*60mm*0.9mm	-
2 W LED Decorative street light	15
5Mtr height decorative pole with double arm	3
5Mtr height decorative pole with single arm	2
5 W LED Decorative street light	2
70mm top diameter 130 mm bottom diameter, thickness 3 mm	
Octagonal Pole made of Hot dipped galvanised GI Sheet	9
Frame for 33 W 2*2 recess light	23
150mm light duty exhaust fan including all accessories	4
200mm light duty exhaust fan including all accessories	10
3 KVA single phase input single phase output UPS System along with necessary 12 W SMF Battery	1
15 passenger gearless lift automatic centre opening doors	2
125 KVA D.G set with standard control panel and company made acoustic canopy	2
Fan	41
Wall fan	4
Tube light	59

