

BID SUMMARY
And TERM SHEET
of
Request For Proposal
For
Five Star Hotel and Convention Centre
with Commercial Facilities

At Naya Raipur, Chhattisgarh



Naya Raipur
Development Authority

Bid Summary

Sl. No.	Key Information	Details
1.	Project Title	Five Star Hotel and Convention Centre with Commercial Facilities (FSHCC)
2.	Location	Naya Raipur, Chhattisgarh (India)
3.	Project site	7.5 hectare of land alongside the main arterial road in the west side of Naya Raipur. Large Park land is on the other side.
4.	Nodal Agency	Naya Raipur Development Authority
5.	Project Components	<p>1. Minimum Development Obligations (Essential Facilities)</p> <p>a. Convention & Exhibition Center (C&EC)</p> <p>i. Convention Facilities with total aggregate capacity of 1000 delegates (minimum) including a plenary hall of minimum 500 capacity, pre-function area, meeting rooms, banquet halls and VIP lounges.</p> <p>ii. Indoor Exhibition Spaces aggregating to 2,000 sq. m. (minimum)</p> <p>iii. Food & Beverages & Other Ancillary Facilities</p> <p>iv. Space for Open Exhibition.</p> <p>b. 5-Star Business Hotel</p> <p>i. Minimum 150 keys with an average bay size of 34 sq.m.;</p> <p>ii. a 150 seating (minimum) all day coffee shop, a 50 seating (minimum) specialty restaurant and a 75 seating lounge bar</p> <p>iii. a 930 sq.m. (10,000 sq.ft.) spa and gym area apart from recreation facilities including a swimming pool</p> <p>c. Car parking as per Development Plan of Naya Raipur</p> <p>d. Support Facilities and on-site infrastructure like internal road network, parking areas, security, air conditioning, water supply and rain-water harvesting, sewage treatment, solid waste management, landscaping and other services required for the complex.</p> <p>2. Commercial Facilities</p> <p>a. In addition to the mandatory development of the Essential Facilities mentioned hereinabove, the Authorisee can utilise the Project site for the development of other commercial facilities, such as expansion of the Essential Facilities, additional hotels and serviced apartments,</p>

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		commercial/business offices, retail shopping and entertainment complex, corporate guest houses, within the extent of the Development Controls and Land Use Permissibility of the Development Plan of Naya Raipur City 2031 and other statutory provisions.
6.	Estimated Project Cost (at 2007 as base year including Reserve Land Price)	<ul style="list-style-type: none"> ▪ C & EC: Rs. 47.27 crore ▪ Hotel: Rs. 71.50 crore ▪ Commercial Facilities: Rs. 135.36 crore <p>Total approximate Cost: Rs. 254.13 crore</p>
7.	Implementation Format	Public Private Partnership
8.	Institutional Structure for Implementation	Formation of Special Purpose Company (SPC) under Companies Act of India, 1956 to be mandatorily incorporated by the Preferred Bidder.
9.	Authorization Format	Build Own Operate Transfer (BOOT)
10.	Authorization Period	60 years including construction period from the date of signing of the Authorisation Agreement. Provided that upon the expiry of the Authorization Period in full, the Grantor may decide to lease the Project for a further period as may be decided by the Grantor through a competitive bidding process and the Authorisee shall have the First Right of Refusal.
11.	Project Completion Period	3 years from the Compliance Date with respect to the Minimum Development Obligations
12.	Bidder's Eligibility	<p><u>A. Financial Criteria:</u></p> <p>The Bidder should have:</p> <ul style="list-style-type: none"> i) Average Annual Turn-over of Rs. 125 Crore (or equivalent) in the past three financial years. <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> ii) Minimum Net-worth of Rs. 60 Crore (or equivalent) in the last financial year. <p><u>B. Experience Criteria:</u></p> <p>(a) The Bidder should have developed either on its own or as a lead member of a Consortium/SPC:</p> <ul style="list-style-type: none"> (i) Developed a Hotel of Four (4) Star or above category with convention facilities, which was commissioned within the last five years;

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		<p style="text-align: center;">OR</p> <p>(ii) Developed a single real estate project (including Commercial, Entertainment, Retail, Institutional, but excluding residential/township) of built up area of 40,000 sq.m in the last 5 years</p> <p><u>C. Qualification through Affiliates</u></p> <p>In computing the Financial Capability and Experience of the Bidder/Consortium Member, the Financial Capability and Experience of their respective Affiliates, will also be applicable. In either case, the ownership relation between the Bidder and the Affiliate(s) must be explained.</p> <p>For purposes hereof, “Affiliate” means, in relation to the Bidder/ Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium member (the “Affiliate”). 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, whether by operation of law or by contract or otherwise.</p> <p><u>D. Special Conditions for a Consortium:</u></p> <ol style="list-style-type: none"> 1. The maximum number of members in the Consortium shall be three including the Lead Member. 2. In case of a bidding consortium, the above experience criteria shall apply to the Consortium as a whole, and the lead member shall fulfill at least 50% of the financial criteria as mentioned above, and each other constituent member of the Consortium shall individually fulfill at least 10% of the Financial Criteria. 3. The Consortium/ Bidder as a whole shall be required to commit to hold a minimum equity participation of 51% in the Authorisee/Project SPC at all times during a period that shall not be less than eight (8) years from the date of signing of the Authorisation Agreement. 4. The Lead Member of the Consortium shall be required to commit to hold a minimum equity stake not less than 26% in the Authorisee/Project SPC, either

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		<p>directly or through its Affiliate provided that the same affiliate is a member of the bidding consortium, and every other constituent member of the Consortium, whose financials would be considered for evaluation, shall be required to commit to individually hold minimum 10% of equity in the Authorisee/ Project SPC at all times during a period which shall not be less than eight (8) years from the date of signing of the Agreement.</p> <p>5. In case the Authorisee creates another SPC for partial development and/or operations as part of the project, then the Preferred Bidder shall be required to hold minimum 26% equity in that SPC.</p>
13.	Bid Submissions	<p>Bids shall be submitted in the following three sealed envelopes all put together in an “Outer Envelope”:</p> <p>a) Envelope 1: Capability Statement b) Envelope 2: Technical Bid c) Envelope 3: Price Bid</p> <p><i>Note: The single currency for evaluation is Indian Rupee (INR). The rates of exchange to be used by the bidders for currency conversion shall be the Bill Selling rates prevailing on the due date of submission of bids, published by SBI. If exchange rates are not so published the bidder shall state the exchange rates and the source.</i></p>
14.	<u>Outer Envelope</u>	<ol style="list-style-type: none"> 1. Covering Letter 2. Checklist of Submissions 3. Bid Security Rs. 1.00 crore in the form of Bank Guarantee 4. Letter of Undertaking that the bidder is not barred by GoI/GoCG or any other State Government or agency for participating in any category of infrastructure projects. 5. Project Undertaking 6. Consortium Agreement 7. Power of Attorney for the Bid Signatory 8. Power of Attorney for Lead Member (in case of Consortium) 9. Proof of Purchase of the RFP Document.
15.	<u>Envelope 1: Capability Statement</u>	<p>Bidders are required to submit Capability Statement in Envelope I of the Bid submission as per Part B of Annexure - B of Volume I of this RFP.</p>
16.	<u>Envelope 2: Technical Bid</u>	<p>An undertaking to comply to the following requirements as specified in Part C of Annexure - B of Volume I of this RFP:</p> <ol style="list-style-type: none"> 1. the Minimum Development Obligations including minimum area requirements; 2. Development Guidelines as per development Plan of

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		<p>Naya Raipur City- 2031;</p> <p>3. Implementation Plan/ Project Completion Period as specified in the RFP;</p> <p>4. the Technical Specifications, the Performance Standards etc. as stipulated in the RFP;</p> <p>5. the Environmental Norms of the State and Central Governments;</p> <p>6. VVIP security requirements;</p> <p>7. any other regulation as may be applicable.</p>															
17.	Envelope 3: Price Bid	The Bidders shall be required to submit their Price Bids as Price Bid letter in the format as specified in Part D of Annexure - B of Volume I of this RFP duly filled in quoting the 'Premium Amount in Rupees per hectare being offered which shall not be less than Reserve Land Premium of Rs. 95.57 lakhs per hectare in real terms , to be paid to the NRDA for the 7.5 hectare of the land.															
18.	Mode of payment	<p>a) The Preferred Bidder shall be required to pay minimum 25% of the Total Land Premium quoted and accepted, at the time of signing of the Land Lease Deed. The remaining land premium may be paid in maximum three instalments over a period of three years, subject to the condition that the minimum instalment amount payable per instalment shall not be less than the percentage mentioned in the table below:</p> <table border="1"> <thead> <tr> <th>Instalment</th> <th>Date of payment</th> <th>Cumulative % age of Total Land Premium paid</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>At the time of signing of LLD</td> <td>Min 25 %</td> </tr> <tr> <td>2</td> <td>1st Anniversary of signing of LLD</td> <td>Min 50 %</td> </tr> <tr> <td>3</td> <td>2nd Anniversary of signing of LLD</td> <td>Min 75 %</td> </tr> <tr> <td>4</td> <td>3rd Anniversary of signing of LLD</td> <td>Min 100 %</td> </tr> </tbody> </table>	Instalment	Date of payment	Cumulative % age of Total Land Premium paid	1	At the time of signing of LLD	Min 25 %	2	1st Anniversary of signing of LLD	Min 50 %	3	2nd Anniversary of signing of LLD	Min 75 %	4	3rd Anniversary of signing of LLD	Min 100 %
Instalment	Date of payment	Cumulative % age of Total Land Premium paid															
1	At the time of signing of LLD	Min 25 %															
2	1st Anniversary of signing of LLD	Min 50 %															
3	2nd Anniversary of signing of LLD	Min 75 %															
4	3rd Anniversary of signing of LLD	Min 100 %															
19.	Bid Parameter	Premium Amount in Rupees per hectare being offered subject to minimum of Reserve Land Premium including instalment schedule.															
20.	Development Guidelines	Development Plan of Naya Raipur – 2031 and as provided in RFP.															
21.	Technical Specifications	As per applicable BIS Codes and other Indian Standards and International Standards.															
22.	Bid Evaluation	<ul style="list-style-type: none"> ▪ Outer Envelope: Mandatory Compliance ▪ Envelope 1: Pass/Fail. ▪ Envelope 2: Compliance 															

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		<ul style="list-style-type: none"> ▪ Envelope 3: Net Present Value (NPV) of 'Total Land Premium' quoted. <p>For arriving at NPV, discounting rate of 12% shall be applied.</p>
23.	Bid Validity	180 days from the Bid submission date
24.	Bid Security	Rs 1.00 crore in form of an irrevocable & unconditional Bank Guarantee
25.	Validity of Bid Security	240 days from the Bid submission date
26.	Project Development Fees payable by the Preferred Bidder	Rs. 2,28,21,000/- payable to Naya Raipur Project Development Company Pvt. Ltd. (NRPDCPL), within 15 days of issue of LoI.
27.	Performance Security	<p>a) <u>Construction Performance Security:</u> An irrevocable and unconditional Bank Guarantee from a nationalised and scheduled Bank operable in Raipur in favour of NRDA for an amount of Rs. 5.00 Crore shall be submitted to NRDA at the time of signing of the Authorization Agreement. The same shall be valid until the completion of Project Implementation.</p> <p>b) <u>Operations Performance Security:</u> An irrevocable & unconditional Bank Guarantee from a nationalised and scheduled Bank operable in Raipur in favour of NRDA for an amount of Rs. 1.50 Crore shall be submitted to NRDA upon completion of the construction and commissioning of the Project, as per the Minimum Development Obligations stipulated in the RFP. The amount of the Operations Performance Security shall be stepped-up/ enhanced once in three years by 10% (up to completion of authorisation period until issuance of Vesting Certificate).</p>
28.	Bank Guarantee for 'Additional/Balance Land Premium'	<p>a) The Developer/ Authorisee shall furnish an unconditional and irrevocable Bank Guarantee from a scheduled bank having a branch in Raipur, Chhattisgarh, in favour of NRDA (Grantor), at the time of signing of the Land Lease Deed for the remaining instalments of the land premium comprising the remaining amount of the Total Land Premium, The said Bank Guarantee shall be valid till the Authorisee makes the full payment of the Total Land Premium to NRDA as per the schedule provided in the Price Bid.</p> <p>b) The bank guarantee shall be stepped down on pro-rata basis against the payments received by NRDA for subsequent installments.</p> <p>c) In case, the Bidder wishes to pay the Total Land Premium upfront, he would not be required to furnish the said Bank Guarantee.</p>

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29.	Signing of Authorization Agreement	Within 30 days from the issue of Letter of Intent (LoI). Payment of Project Development Fee to NRPDCPL within 15 days of issue of LoI shall be a pre-condition for the signing of the Authorisation Agreement.
30.	Specified Free Use of C&EC Facility by NRDA	As part of the consideration for grant of the Authorisation herein, NRDA shall be entitled to and the Developer/Authorisee shall be obligated to provide, effective from COD, free usage of the Convention Centre and Exhibition Facility by NRDA or its nominated agency or authorized entity for a maximum total period of fifteen days in a year during the Operations Period.
31.	Annual Lease Rental	In consideration of the lease of the Site and the rights appurtenant thereto in favour of the Authorisee, the Authorisee shall, effective from date of signing of the Land Lease Deed and during the Authorisation Period, pay Lease Rental to the NRDA at the rate of 2% of the Total Land Premium, quoted and accepted, per annum, by way of a demand bank draft drawn in favour of NRDA on a nationalized/scheduled bank having a branch at Raipur, Chhattisgarh payable at the beginning of each Year. Provided that, from the thirty-first year of the lease deed, the Lease Rental payable per annum shall be increased by 50%.
32.	Important Dates	
	(a) Issue of RFP	20 th May 2008
	(b) Last date for receipt of Queries	04 th June 2008
	(c) Last Date of Sale of RFP	12 th June 2008
	(d) Due Date for receipt of Bids	19 th June 2008 before 17:00 Hrs IST