

Expression of Interest for Setting up Global Ayurveda Village (GAV), Varkala, Thiruvananthapuram



26th November 2019

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION

(A Statutory Body of Government of Kerala)

KINFRA Corporate Head Office, KINFRA House, TC 31/2312, Sasthamangalam

**P.O,
Thiruvananthapuram, Kerala, India - 695 010**

|Tel: 0471-2726585 | Fax: 0471-2724773 | Web: www.kinfra.org |

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1. Disclaimer

- 1.1 This Expression of Interest document is being issued by KINFRA , as the first step for selection of eligible parties for, designing, developing, constructing, financing, operating, managing and maintaining the Global Ayurveda Village Industrial Park more particularly set out further in this document.
- 1.2 This document is being made available by KINFRA to the interest party on the terms set out in this document. The possession or use of this document in any manner contrary to any applicable laws or for any purpose other than as specified in this document is expressly prohibited. Interested parties shall inform themselves concerning, and shall observe any applicable legal requirements. This document is issued upon an express understanding and agreement that the interested parties shall use it only for the limited purpose of preparing and submitting their EoI and for no other purpose.
- 1.3 This document does not purport to contain all the information that the interested parties, their directors, consultants, contractors, officers, employees, agents and/or advisors would desire or require in reaching a decision as to the submission of the EoI. This document is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by KINFRA , its directors, advisors, consultants, contractors, officers, employees and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements shall remain unchanged.
- 1.4 The information in this document does not purport to be comprehensive or to have been independently verified. Nothing in this document shall be construed as legal, financial or tax advice. KINFRA shall not be liable for any costs, expenses, however so incurred by the interested parties in connection with the preparation of the EoI(s). KINFRA reserves the right to update, amend or supplement this document and/or any information contained herein at any time by notice, in writing, on the website i.e. www.kinfra.org

- 1.5 Nothing in this document is, nor shall be relied upon as, a promise or representation as to KINFRA's ultimate decision in relation to the award of the concession or otherwise. The interested parties shall not, therefore, have the opportunity to revise their EoI following submission, except as provided in this document. However, KINFRA reserves the right to change the basis of or the procedures (including the time table) relating to the selection process, reject any, or all, of the EoI(s), not to invite interested Party(s) to proceed further, not to furnish the interested party(ies) with any additional information nor otherwise to negotiate with the interested parties in respect of the license.
- 1.6 Nothing contained in this document shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. The interested parties are advised to undertake independent studies and exercise due diligence before relying on the data, projections and other details, if contained, in this document or as may be provided by KINFRA during the process and before submitting their respective EoI in response to this document.
- 1.7 Nothing contained in this document is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this document are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them.
- 1.8 This document outlines KINFRA's expectations in relation to the EoI(s) to be submitted by the interested parties. No legal or other obligation shall arise in KINFRA's name unless and until the concession agreement with the party identified by KINFRA has been formally and validly executed and any conditions to the effectiveness of such concession agreement have been fulfilled.
- 1.9 Each interested party must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract. Any reference to this document in any such contract or any correspondence between KINFRA and the interested party shall not be construed as this document forming part of such contract.

- 1.10 Each interested party's acceptance of delivery of this document constitutes its agreement to, and acceptance of, the terms set forth in this document. By acceptance of this document, the recipient agrees that this document and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
- 1.11 KINFRA may conduct the process as set out here under either by itself, or through or with the assistance of one or more advisors and agencies. The interested parties consent to KINFRA sharing the EOI and all other information as may be provided by the interested party during the process and thereafter, with such advisors and agents. It is clarified that acceptance, evaluation and selection of the interested parties shall be made by KINFRA at its sole discretion, and that KINFRA shall not be bound by any opinions or observations of its advisors or agents.
- 1.12 No extension of time shall be granted under any circumstances to any particular interested party for submission of its EOI including, but not limited to, on the grounds that the interested party did not obtain a complete set of this document, or on any other ground(s), except as provided in this document.
- 1.13 KINFRA reserves its right to withdraw from the process at any stage of the process and or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event no financial obligation of whatsoever nature shall accrue to KINFRA or any of its respective officers, employees, advisors or agents.
- 1.14 Neither KINFRA nor their employees, consultants, advisors or agencies make any representation or warranty as to the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI. Each prospective bidder should conduct its own investigations and analysis and check the accuracy, adequacy, correctness, completeness or reliability of the information in this EOI document and obtain independent advice from appropriate source before submission of the proposal against this EOI.
- 1.15 Only the courts of Thiruvananthapuram shall have exclusive jurisdiction to entertain, hold trial, and adjudicate upon any dispute in relation to this document, process or

any other aspect in relation thereto. However, nothing herein contained shall limit the rights of KINFRA to initiate legal proceedings, before any other court having jurisdiction under the applicable laws.

1.16 This document and all the interested parties participating in the process covered under this document shall be governed by the laws of India, without having regard to its principles of conflict of laws.

1.17 **Any addendum/corrigendum to this document will be published in KINFRA website (www.kinfra.org).**

2. About KINFRA

- Kerala Industrial Infrastructure Development Corporation (KINFRA) is a statutory body formed by the Government of Kerala in 1993, by an Act of State Legislature for facilitating the development of industrial infrastructure in the State. KINFRA has played a pioneer role in developing industrial infrastructure in the State of Kerala.
- KINFRA has a very successful track record in setting up 24 industrial parks across Kerala for facilitating development of the industry in the State.
- KINFRA has taken the initiative of promoting the concept of 'Theme Based Parks' since its inception in 1993. After understanding the needs of a particular industry, KINFRA identifies common needs and accordingly provide common facilities to promote the concept of 'shared infrastructure' as a facilitating measure to attract investors of that particular industry. Theme Based Parks already commissioned by KINFRA include Industrial Parks for Garments, Entertainment, Footwear, Exports based industry, Biotechnology, Food processing and SME industrial sector etc.
- KINFRA promotes a proactive approach to environmental protection and Pollution-free ecosystem in all their parks.
- KINFRA also provides exclusive single window clearance facility for units in its Parks for obtaining regulatory licenses and clearances.

3. Project Details

KINFRA envisages to set up a Global Ayurveda Village (GAV) at Varkala in Trivandrum District in Kerala for the development of health care and promotion of Ayurveda, tourism Industry and to transform Kerala as the “World Capital of Ayurvedic Tourism”.

The GAV attempts to incorporate most modern scientific developments in diagnostic aspects of treatment with classical Ayurveda. The aim is to benchmark the project with the Global Centers of traditional medicine and develop it as “Integrated Centre of Excellence in Ayurveda” to overcome the challenges of Ayurveda in the path of Global Recognition. The project aims to provide an enabling infrastructure, which will address the current gaps in the growth of Ayurvedic medical system and enhance the opportunities with value added service and an integrated approach to modern science. KINFRA proposes to develop this project with a motive to Transform Kerala as The World Capital of Ayurvedic tourism through this “Integrated Centre of Excellence in Ayurveda”. KINFRA has acquired 30.93 acres of land at Varkala in Trivandrum District for the project.

The project site at Varkala is about 52 KM from State Capital Thiruvananthapuram and about 10 Km away from National Highway. The Site Co-ordinates are 76° 42'45.97" East and 8° 46'37.55" North. The site is well connected by Air, Rail, Water and Road due to its proximity to state capital. The nearest International terminal is 90 minutes' drive away and nearest railway station connecting all major cities in India is 14KM from site. The site at Varkala admeasures around 30.93 Acres. The ultimate goal for GAV is to develop an internationally renowned integrated Centre of Excellence in Ayurveda. GAV aims in becoming a prime destination for patients/ tourist from all around the world seeking top-notch Ayurvedic diagnosis and treatment and act as an Ayurvedic Wellness Centre. KINFRA's equity will be in the form of land subject to a minimum of 26%.

KINFRA invites Expression of Interest from eligible individual/ Partnership firm/ Company/JV company/ Consortium to be a strategic partner for the implementation, operation and management of the Centre.

4. Salient Features of the Project

The proposed project envisages Ayurvedic wellness cottages and rooms that are proposed to be developed for the project. Health club, sports complex, restaurant, open air auditorium.

The applicant is required to be familiar with the DPR prepared by KINFRA which is available at office of KINFRA during office hours and submit a brief summary of their project proposal, indicating whether it is in line with the components in the DPR prepared by KINFRA or otherwise.

5. Implementation Plan

- GAV is to be developed with the participation of private partners on a Joint Venture concept with 26:74 equity pattern, where KINFRA's contribution is 26% and the private partner's contribution is 74%. The proposed model envisages government involvement through KINFRA by providing 30.93 acres of land, the cost of which will be treated as equity contribution from KINFRA, whereas the strategic partner would be responsible for meeting all expenses for providing other infrastructure, buildings, necessary equipment's, consumables, technical and other manpower, working funds, project funds etc. for establishing, operating and maintenance of the above components of the project.
- The strategic partner will be responsible for identifying co-partners and or Knowledge partner with or without equity participation
- The strategic partner shall be responsible for the implementation, operation and management of the centre, with the involvement of KINFRA as an equity partner in the proposed SPV with representation in the Board of SPV
- The proposed period of completion of the project is 48 months from the date of formation of SPV (date of financial closure) or such time as mutually agreed between KINFRA and the strategic partner.

Proposed Model - PPP Mode

The project will be implemented as a public-private partnership (PPP) with 26:74 share pattern. KINFRA shall transfer 30.93 acres of land to the JV Company on 30 year

lease basis which is extendable for the proposed Global Ayurveda Village at Varkala and the cost of land will be treated as KINFRA's equity of 26%. The JV partner shall bring-in proportionate investment to keep the ratio 26:74. The cost of KINFRA's equity is valued at Rs.17 Cr & hence the partner may bring-in Rs.49 Cr within a period of 7 years.

Key points

- a) The Centre is expected to be operated in a PPP mode
- b) The Government of Kerala/KINFRA will provide 30.93 acres of land which will form KINFRA's equity (26%)
- c) The JV partner shall be responsible for developing the required infrastructure which will form his equity (74%)
- d) All the required manpower for setting up and running the proposed Global Ayurveda Village should be provided by the JV partner
- e) Day to day operational costs such as medicine cost, consumables/reagents costs etc for the centre shall be borne by JV partner
- f) The successful bidder shall inform KINFRA about the components which are to be subleased. The sublease period will be coterminous with the lease period.

Proposed Roles of the Joint Venture Partner

- i. To provide all equipment and manpower.
- ii. Develop and operate the facility as per various national and international standards.
- iii. Maintenance and upgradation of machines.
- iv. Selection and Management of competent and qualified Human resource.
- v. Maintain quality & inventory of the consumables.
- vi. Adhere to its all contractual obligations.
- vii. Provide quality service to the customers of International standard by adhering to the SOPs and ISO standards

6. Eligibility Criteria

The applicant shall meet all the following eligibility criteria:

- The Applicants may be an individual/ Partnership firm/ Company/JV company/ Consortium
 - However, no applicant applying individually or as a member of a consortium, as the case may be, can be a member of another applicant consortium. The term bidder used herein would apply to both a single entity and a Consortium
 - The bidder should have a minimum of 5 years experience in executing Ayurveda/hospitality or similar project & an average annual turnover of Rs.10 Crore or above during the last three financial years (2016-17, 2017-18, 2018-19)
 - The bidder should have proven expertise in :
 - ✓ Development & operation of Health care projects/wellness centre/R&D centre or Ayurveda hospital accredited by National Accreditation Board for Hospitals & Healthcare Providers (NABH), with a minimum 10 beds strength
- Or
- ✓ Implementation and operation of hospitality facility in tourism sector with a minimum 20 rooms with Ayurveda as a component

Following Documents to be submitted along with the EOI (certified copy):

1. Brief write up about the Company/ Promoters/LLP Profile/ Firm/Consortium(In case of consortium, the bidder should submit the consortium Agreement between the consortium partners)
2. A brief statement of proposed plan
3. At least one proof of previous work of similar nature
4. Balance Sheet and Profit & Loss Statement for the Year 2016-17, 2017-18, 2018-19
5. Copy of latest GST Return
6. PAN Card Copy

7. Self-Certification stating that the Company/ LLP/Firm or its Subsidiaries / Individual/ Associates are not Debarred / Blacklisted by any Central / State Governments, Government Departments, Government Bodies or PSUs.
8. Certificate from Chartered Accountant showing the Net worth of preceding three financial years.
9. Copy of MOA and AOA/ Partnership deed and certificate of incorporation/ registration in case of firms.
10. The Applicant should submit a Power of Attorney/Board Resolution/notarial document authorizing the signatory of the application to commit the Applicant.
11. Any other detail which the Applicant Company/ Firms feels relevant in this regard.

7. Directives to the Bidder

- **Enquiries concerning the EOI**

All enquiries should be submitted by e-mail to mail@kinfra.org

Note: All the communication from KINFRA will be **through email only**. Any corrigendum/addendum /Clarification to the EOI will be published in the website of KINFRA only (www.kinfra.org).

- **Tentative schedule for bidding procedure**

The tentative schedule of the bidding procedure is as follows. The schedule is subjected to change at the discretion of KINFRA.

SL. No.	Milestone	Date
1	Release of bid	26-11-2019
2	Prebid meeting	07-12-2019 11:00 AM
	Posting of reply to queries on KINFRA website	10-12-2019
3	Submission of Bid	26-12-2019, till 4:30 PM
4	Technical Bid opening	27-12-2019 11:00 AM
5	Technical Presentation	Shall be intimated later

- **Earnest Money Deposit**

The bidder must submit an interest free Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only inclusive of GST) and non-refundable

processing fee of Rs. 5000/- (Rupees Five thousand, Inclusive of GST) to be remitted through two separate Demand Drafts in favour of Managing Director, KINFRA payable at Trivandrum along with the proposal in a separate covers super scribed “**Earnest Money Deposit**” and “**Processing fee**”. The bids not accompanied by EMD and Processing fee will be summarily rejected.

The EMD of all unsuccessful bidders will be refunded within a period of thirty (30) days from the date of awarding work to the successful bidder. The EMD of any bidder, whose bid is rejected on account of being non-responsive or non-reasonable in accordance with the EOI, will be refunded within a period of thirty (30) days from the date of intimating the rejection of bid by KINFRA to the bidder.

The EMD will be forfeited under the following circumstances:

- If the successful bidder fails to execute the agreement in prescribed time.
- If the bidder withdraws his offer during the Bid validity period.

• **Format and Signing of bids**

○ The Proposal is to be submitted as per the prescribed formats in Annexure. The proposal shall be typed and printed in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the applicant organization to the contract. All pages of the proposal including all copies shall be attested by the person signing the proposal. Any interlineations, erasures or overwriting shall be valid only if it is attested by the person signing the proposal.

○ The intending firms shall also submit the list of such projects, where, due to any disputes litigation/arbitration was invoked and/or the consultancy services were abandoned/suspended by the Consultant(s). Suppression of any information in this regard may lead to disqualification of the Applicant(s) concerned, if such information comes to the notice of KINFRA. Incomplete applications will be summarily rejected. Applicants should give an undertaking certifying that the firm or its Associates / Subsidiaries has not been blacklisted or debarred by any Central/State Governments/Govt Departments/Govt Bodies/PSU's.

- The cost of preparation of bids and related expenses has to be borne by the Bidder.
- Any addendum/corrigendum/clarification to this EOI document shall only be uploaded on the website of KINFRA and may not be communicated otherwise. Prospective bidders are therefore advised to visit KINFRA website and get updated on the latest status.
- KINFRA assumes no responsibility for the misplacement or premature opening of the bids submitted, if the Sealing and Marking is not as per the requirement. KINFRA will not be responsible for any postal delays or delay in transit for submitting the Bids.

- **Right to accept any bid and to reject any or all bids**

Notwithstanding anything contained in this EOI, KINFRA reserves the right to accept or reject any Bid/ all Bids and to annul the bidding process and reject all bids, at any time prior to the signing of the agreement without assigning any reason and without incurring any liability to the rejected Bidder/ Bidders or any obligation to inform the affected Bidder/ Bidders of the grounds for rejection. The bid shall be valid for a period of not less than 180 days from the Proposal Due Date

- **Submission of bid**

The proposal shall be submitted by the bidders, along with supporting documents and EMD to Managing Director, KINFRA on or before due date, at the address provided in the EOI document. Bids submitted through E-Mail will not be accepted.

8. Evaluation Criteria

The received proposals will be scrutinized by the committee appointed by KINFRA. The committee will scrutinize all the Technical bids (Documents establishing the eligibility of the bidder shall form the technical bid, Refer Section-6: Eligibility Criteria) submitted by the bidder. Technical Bid Evaluation will include evaluation of the documents submitted by the bidder followed by a technical presentation. Bidders who qualify the basic eligibility criteria will only be invited for the technical presentation. The Technical Bid documents and

Technical presentation of the bidder will be scrutinized on the basis of the Eligibility Criteria and scores will be assigned accordingly.

The scoring scheme is as follows:

Bid Evaluation				
Sl.No	Evaluation Criteria			Maximum Marks
1	Experience in implementing similar projects (Proof to be furnished)			15
	>= 3 Projects	15		
	2 Projects	12		
	1 Project	10		
2	Average annual turnover last three financial years (2016-17, 2017-18, 2018-19) (Proof to be furnished)			15
	>= 20 Crore	15		
	>=15 Crore	12		
	>= 10 Crore	10		
3	Experience in Ayurveda Health Tourism based holistic healing centre with green leaf certification			5
4	Operational Volume (No: of beds)			15
	Ayurvedic Facility	Non-Ayurvedic Facility	Score	
	10	20	10	
	10-30	20-60	12	
	>30	>60	15	
Technical Presentation				
Sl.No	Evaluation Criteria			Maximum Marks
1	Understanding of the scope of the work			25
2	Proposed Concept, Features, Execution plan			25

The bidder scoring a minimum of 35 marks in the Bid evaluation will only be invited for the Technical presentation. The bidder scoring minimum 70 marks out of 100 for bid evaluation and presentation shall be declared as the Technically Qualified bidder. The bidder who scores the highest mark will be selected as JV partner and shall enter into an agreement with KINFRA for setting up Global Ayurveda Village at Varkala.

The Agreement may be terminated by KINFRA at any time by giving one month's notice. In the event of such termination of the Agreement by KINFRA, the JV partner shall not be entitled to any compensation or damage by reason of such termination. If the JV partner fails to adhere to the time schedule or the extended time, which may be granted by KINFRA, in its sole discretion, KINFRA shall be entitled to terminate the agreement and entrust the work to some other party. In the event of JV partner being not in a position to fulfil the scope of work in such a way that the task cannot be carried out as per the time schedule, KINFRA will be free to get the same carried out by other agencies at the risk and cost of the JV partner, and in that event KINFRA shall have the right to terminate the agreement.

9. Arbitration

If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assigns in connection with or arising out of the contract or duties of the said parties hereunder or any matter whatsoever incidental to this contract or otherwise concerning the works of execution or failure to execute the same whether during the progress of work or stipulated/extended periods or before or after the completion or abandonment thereof, it shall be referred to the sole arbitrator appointed by Managing Director, KINFRA. Disputes if any shall be subject to Thiruvananthapuram jurisdiction only.

10. Submission of EOI

The proposal for the project should be enclosed in a sealed envelope superscribed "EOI for Setting up Global Ayurveda Village (GAV), Varkala, Thiruvananthapuram" and should reach in the address given below on or before 4:30pm, 26th December 2019. Submission of EOI through email will not be accepted.

**The Managing Director,
Kerala Industrial Infrastructure Development Corporation (KINFRA),
KINFRA House, 31/2312,
Sasthamangalam,
Trivandrum – 695010
Kerala, India
Telephone: - +91 471 2727281 / 2727282
Fax:- +91 471 2727241
E mail: mail@kinfra.org**

ANNEXURES

Annexure I

Format of Application Form

Sl. No.	Description	Details
1	Name of the Company/Institution	
2	Location of Corporate Office	
3	Main area of Business	
4	Net worth (Certified by Chartered Accountant)	
5	Turnover in the last consecutive 3 years (Certified by CA)	
6	Previous experience in execution of Projects (with certificates)	
7	Details of relevant projects managed by the applicant(with certificates)	
8	Brief understanding about the project and a profile of the project proposed by the applicant.	

Annexure II

The EOI document shall be supported with certified copies of the following:

1. Brief write up about the Company/ Promoters/LLP Profile/ Firm/Consortium (In case of consortium, the bidder should submit the consortium Agreement between the consortium partners)
2. A brief statement of proposed work plan
3. At least one sample of previous work of similar nature
4. Balance Sheet and Profit & Loss Statement for the Year 2016-17, 2017-18, 2018-19
5. Copy of latest GST Return
6. PAN Card Copy
7. Self-Certification stating that the Company/ LLP/Firm or its Subsidiaries / Individual/ Associates are not Debarred / Blacklisted by any Central / State Governments, Government Departments, Government Bodies or PSUs.
8. Certificate from Chartered Accountant showing the Net worth of preceding three financial years.
9. Copy of MOA and AOA/ Partnership deed and certificate of incorporation/ registration in case of firms.
10. Any other detail which the Applicant Company/ Firms feels relevant in this regard.

Note: In case of consortium, all the members of the consortium shall furnish the above mentioned documents.

Annexure III

DETAILS OF THE INTERESTED PARTY

(In the case of Consortium, details of all the members of the Consortium.)

(To be submitted on the letterhead of the interested party)

1. (a) Name:

(b) Registered office address of the corporate headquarters and its branch office(s):

(c) Dates of incorporation and commencement of business:
2. Brief description of the Interested Party - details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/communication for/with KINFRA:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory on behalf of Interested Party:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a consortium:
 - (a) The information above (1-4) should be provided for all the members of the consortium.

Annexure IV

DECLARATION

I/we hereby declare that I/we have not been Blacklisted/debarred by any Central/State Govt Depts/Central/State Govt PSUs, Autonomous and statutory bodies under State/Central Governments.

Signature

Annexure V

DECLARATION

I/We hereby declare that the details furnished are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for the same.

Signature