

Request for Proposal (RFP) Document for

SELECTION OF MULTIPLEX OPERATOR



Issued by:

Entertainment Society of Goa

September 2006



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NOTICE OF REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL FOR SELECTION OF MULTIPLEX OPERATOR

The Entertainment Society of Goa (ESG) invites bids from multiplex operators eligible as per the terms & conditions described elsewhere in this Request for Proposal (RFP) Document for issue of licence for operation of the Multiplex at the Old GMC Complex in Panaji, Goa.

Parties interested in applying for the licence to operate the Multiplex (Interested Parties - IP) may submit their bids in the manner and with complete information as required under this document.

This RFP document can be purchased on payment of Rs.10,000/- (Rupees Ten thousand only) by Cash/ Demand Draft drawn in favour of Entertainment Society of Goa, payable at Panaji, from the address and during the period specified below. The RFP document can also be downloaded from ESG's website: www.iffigoa.org. In case the RFP document is downloaded from the website, the payment of Rs.10,000/- shall be made during the pre-bid conference.

SCHEDULE

Activity	Time lines
Issue of Advertisement	September 12 2006
Sale of RFP	September 12 to October 10, 2006
Site visit and Pre-bid Conference with IPs	October 3-4, 2006
Submission of Bids	October 13, 2006 by 5:00 pm
Opening of Technical Bids	October 13, 2006 at 5:30 pm
Opening of Financial Bids	October 18, 2006
Selection of Licence Operator	October 20, 2006



Address for all communication:

The Chief Executive Officer
Entertainment Society of Goa
1st Floor, Old GMC Heritage Precinct
Panaji, Goa - 403 001
Tel. No.: 91-832-2428111
Fax No.: 91-832-2428000

All correspondence in this context shall be forwarded to the above mentioned address and shall be clearly marked "Selection of Multiplex Operator".

ESG reserves the right to withdraw the process or any part thereof, to accept or reject any/all offer(s) at any stage of the process and/or modify the process or any part thereof or to vary any terms without assigning any reasons whatsoever. No financial obligations will accrue to ESG in such an event.



Disclaimer

The purpose of this Request for Proposal (RFP) Document is to invite proposals from Interested Parties (IPs) for issue of licence for operation of the Multiplex Complex.

The additional purpose of this RFP Document is to assist the prospective IPs to ascertain their eligibility for the proposed licence for operation of the Multiplex, provided however that this RFP Document is neither intended, nor shall be deemed, to form the basis of any investment / management decision or any decision to proceed and participate in the selection process of Multiplex Operator.

Whilst the information in this RFP Document and the other information compiled (and as may be compiled) by or on behalf of ESG (“**Documents & Information**”) have been prepared in good faith, they are not, and do not purport to be, comprehensive or independently verified. No representation or warranty, express or implied, is or shall be deemed to have been made as to the reliability, accuracy, completeness or appropriateness of any of the information contained in the Documents & Information. Neither ESG nor its employees or consultants accept any liability or responsibility for the accuracy, reliability, completeness or appropriateness with respect to the information contained in the Documents & Information or on which any of them is based or with respect to any written or oral information made or to be made available to any of the prospective IPs; and consequently, the liability in respect thereof is hereby expressly disclaimed.

Neither ESG nor its employees nor its consultants shall be liable to any prospective IP or any other person, under any law, including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise, for any loss, expense or damage, which may arise, or be incurred, or suffered, directly or indirectly, in connection with the Documents & Information, or any matter that may be deemed to form part thereof, or any other information supplied by or on behalf of ESG or its employees or consultants, or otherwise arising in any way from the selection process mentioned herein.

If any discrepancy is noticed by any IP in this RFP Document, it must be intimated immediately to ESG at the address mentioned in the Notice to RFP. If no intimation is received by ESG before 10 days from the due date of bids, then it shall be deemed that the RFP Document received by the IP is complete in all respects and that the IP is satisfied that the RFP Document is complete.



1. INTRODUCTION

1.1. Background of the Entertainment Society of Goa (ESG)

- 1.1.1. The Entertainment Society of Goa (ESG) was formed in May 2004 as a Society registered under The Societies Registration Act 1860 (as extended to the State of Goa) with its registered office at the Old GMC Complex at Panaji, Goa.
- 1.1.2. The Government of Goa formed the Entertainment Society of Goa to encourage the Entertainment Industry in the State. Some of the key objectives for which the society is formed are mentioned below (more information on ESG is available at www.iffigoa.org):
 - 1.1.2.1. to frame the Entertainment Policy for the State of Goa and implement it with the help of various agencies;
 - 1.1.2.2. to advise the Government of Goa on various policy issues related to promotion of Entertainment Industry in the State of Goa on a long term basis;
 - 1.1.2.3. to make State of Goa the International Entertainment Hub;
 - 1.1.2.4. to earn revenue on a long-term basis from ventures in film entertainment and leisure projects;
 - 1.1.2.5. to increase revenue through direct and indirect taxes, levies and foreign exchange inflow and to bring about world wide recognition to the State of Goa as an ultimate tourism and entertainment destination and maximize the State of Goa's potential in this regard;
 - 1.1.2.6. to hold world-class entertainment events, exhibitions and expositions;
 - 1.1.2.7. to conceptualize and develop properties for the Government of Goa for the purpose of Entertainment Industry;
 - 1.1.2.8. to organize and host International Film Festival in the State of Goa, both competitive and non-competitive;



- 1.1.2.9. to leverage the International Film Festival as an anchor point to create permanent facilities that will enable the State of Goa to create a niche for itself in the realm of world Film Festivals and become known for its uniqueness and distinct character;
- 1.1.2.10. to develop infrastructure to meet the needs of International Film Festival and bring in global investment:
- 1.1.2.11. to set up international standard film studios, auditoriums with suitable capacities and training centers and a film institute;
- 1.1.2.12. to build multiplex cinema halls, media centers, screening rooms, auditoriums store room, library, etc.
- 1.1.3. ESG's office is situated at the Old GMC Complex. The Old GMC Complex includes a fully operational Multiplex. Currently, the Multiplex forms part of the venue for the International Film Festival of India (IFFI) hosted by ESG.
- 1.1.4. The first IFFI was held in Mumbai in 1952. At the third festival in 1965, the first competitive one for India, the Paris based Federation Internationale des Associations de Producteurs de Films (FIAPF) gave official recognition to the Indian festival, putting it on par with those of Cannes, Berlin, Venice, Karlovy Vary and Moscow. Since the 9th IFFI in 1983, with the participation of 22 Third World Countries, the Indian festival has become a major forum for Third World cinema. The event takes place annually for 11 days and has so far completed 34 editions. The 150 to 200 films in IFFI present a cross-section of internationally and nationally acclaimed productions.
- 1.1.5. In June 2003, the State of Goa was selected as the permanent venue for IFFI. A Memorandum of Understanding (MoU) was signed between the Directorate of Film Festivals (DFF), Ministry of Information and Broadcasting, Government of India and the State Government of Goa.
- 1.1.6. The 35th and 36th IFFIs were held in Goa, from November 29 – December 9, 2004 & November 24 - December 4 2005, respectively. The festival offices were housed at the Old GMC Building and films were screened at the Multiplex located at the Old GMC Complex and Kala Academy (an auditorium close to the Complex). The 37th IFFI is scheduled to be held from November 23 - December 3, 2006.
- 1.1.7. It is envisaged that ESG shall continue to host IFFI in future at the Old GMC Complex (including the Multiplex) and that the Licence to the



Operator shall permit such use for about 15 days each year, the terms of such usage shall be disclosed in the draft Licence Agreement.

1.2. Multiplex Details

1.2.1. ESG is in possession of site admeasuring approximately 20,000 sq. mtrs. at the old GMC Complex in Panaji. The process of transfer of entire property to ESG by the Government of Goa is under process and is expected to be completed soon. The current structures at the Complex include the Old GMC Building, Administrative buildings and a Multiplex. The site layout has been provided in Annexure 9.

1.2.2. The site details have been provided in Table 1.

Table 1
Site Details

Particulars	Area (sq. mts.)
A. Old GMC Building	
Heritage Building	1777
Paving Area – A	2342
Lawn Area – B	371
Lawn Area – C	702
Paving Area B	3025
Sub-total (A)	8217
B. Multiplex	
Multiplex Building	2432
Paving Area C	350
Paving Area D	316
Utility Buildings	547
Sub-total (B)	3645
C. Office Buildings	
Buildings (FDA, Chapel & Palace)	2486
Area outside the Chapel	657
Parking Area B	1458
Lawn Area A	420
Sub-total (C)	5021
D. Open Parking Lot	2566
E. Other open areas	551
Grand Total (A+B+C+D+E)	20,000



- 1.2.3. Goa State Infrastructure Development Corporation (GSIDC) had been mandated for construction of the Multiplex in 2004. GSIDC had hired Inox Leisure Ltd. (ILL) as the consultant to develop the multiplex. Subsequently, the site was handed over to ESG to manage it and ESG selected ILL as the multiplex operator for a short-term period.
- 1.2.4. The multiplex has been operational since November 2004. The details of the Multiplex have been provided in Table 2.

Table 2
Overview of Multiplex

Parameters	Details
Built-up Area	3797.82 sq. mts.
No. of screens	4
Capacity	1272 seats
Average ticket price	Rs. 102.75 per ticket
Occupancy	Approx. 20% for weekdays, Over 90% on weekends Average: Approx. 30%
Ticket Prices	Rs.110-130 Rs.80 for morning shows Rs. 70 for regional and animation movies (Ticket Price is inclusive of 40% Entertainment Tax + 10% surcharge)
Total Revenues	Rs. 8.75 crores for the period April 2005 – March 2006
Ticket Revenues	Rs.6.86 crores for the period April 2005 – March 2006
Cost of construction	Rs. 22.56 crores (Excluding land cost)
Entertainment tax exemption status	Govt. of Goa reimburses entertainment tax collected by theatres as a subsidy on 100% basis for a period of 5 years. The subsidy for the operations of the Multiplex has not been received by the current Operator.
Date of commencement of operation	November 2004
Details of Fixed Assets	Details shall be provided subsequently

Information on performance of the Multiplex is based on submissions made to ESG by the current multiplex operator and ESG assumes no responsibility whatsoever for the accuracy or otherwise of the financial information provided herein.



- 1.2.5. The key features of the Multiplex are highlighted below:
 - 1.2.5.1. 4 cinema screens with a combined seating capacity of 1272 seats,
 - 1.2.5.2. A large foyer area and space for food counters and kiosks and advertisement display equipment,
 - 1.2.5.3. Exclusive HVAC machinery and adequate power back up,
 - 1.2.5.4. State of the art cinema projection equipment and sound equipment,
 - 1.2.5.5. Carpeted auditoriums and push back seats,
 - 1.2.5.6. Equipment for temporary storage and vending of food and beverages.

1.3. ESG's Vision for the property

- 1.3.1. ESG envisages developing the entire Old GMC Complex as a world class entertainment destination centre including a high-end Shopping mall, food court, offices for ESG and IFFI, etc. A separate RFP is intended to be floated for the development of select area of the Complex. The details regarding Right of Way, access to common areas, common parking, specific responsibilities of the Operator with respect to IFFI, etc. shall be provided subsequently during the pre-bid conference.

1.4. Key Highlights

- 1.4.1. The key highlights/attractiveness of the Multiplex have been summarized as follows:
 - 1.4.1.1. The Multiplex is located at a prime location in the heart of the city of Panaji. The Multiplex is extremely well positioned to provide quality cinematic experience to a local population of Goa of over 12 lakhs and to visiting tourist population of over 25 lakhs per annum.
 - 1.4.1.2. The envisaged vision for the development of the entire GMC Complex is likely to enhance the footfalls for the entire complex as well as the Multiplex.
 - 1.4.1.3. Being a part of the IFFI celebration, which is a hallmark event for the Entertainment Industry and is widely recognised and well-attended by the industry players and international



media; the Multiplex operator has the opportunity to gain publicity/ coverage and association with a wide spectrum of Entertainment Industry players.

1.4.1.4. The Multiplex already has a proven track record and defined revenue streams with operations of over 18 months.

1.4.1.5. The infrastructure within the Multiplex has been developed on a world-class platform offering superior quality cinema experience.

1.5. Request for Proposal

1.5.1. The governing body of ESG has decided to provide a licence to operate the multiplex to a multiplex operator through a competitive bidding process and has issued this RFP to solicit offers from Interested Parties for operating the Multiplex. RFP shall include all further clarifications / addendum issued, if any, by ESG in writing.



2. ELIGIBILITY & OTHER CONDITIONS

2.1. Eligibility Conditions

- 2.1.1. The Interested Party (IP) should be a person, trust, firm, registered co-operative society, private limited company, public limited company registered in India; and should be legally competent to enter into a contract as per prevailing laws.
- 2.1.2. Only those Interested Parties meeting the following criterion will be considered eligible for the selection process:
 - 2.1.2.1. Technical Capability Criteria: The Interested Party should have experience in operation of atleast one multiplex with 3 or more screens for a period of not less than 12 months within the last 2 years from the date of submission of bid.
 - 2.1.2.2. Financial Capability Criteria: The Interested Party should have minimum average annual total turnover of Rs.25 crores in the last 3 years as per Audited Annual Reports for the period 2003-04, 2004-05 and 2005-06 as well as positive networth as on March 31, 2006. In case Audited Accounts for 2005-06 are not available, statement of turnover and networth certified by statutory auditor should be submitted along with the unaudited accounts. The turnover of the Interested Party could be from the multiplex business as well as its other business activities.

2.2. Consortium Bidding

- 2.2.1. Bids submitted by a consortium of persons / firms shall also be considered.
- 2.2.2. Each consortium must specify the proposed equity shareholding & nominate a Lead Member of the consortium which shall be indicated in the Memorandum of Understanding (MoU) signed by all consortium members and submitted along with the Bid. The Lead Member should meet the technical capability criteria as mentioned in 2.1.2.1 above.
- 2.2.3. In case of a consortium, Technical and Financial capabilities of only those members with equity stake equal to or greater than 20% in the consortium shall be considered relevant for evaluation ("Relevant Members").



- 2.2.4. The members of the consortium should jointly meet the minimum turnover criteria. All members of the consortium should meet the criteria for positive networth.
- 2.2.5. The Lead Member shall be the largest shareholder and maintain a minimum equity stake of 51% of the aggregate shareholding of the consortium till completion of the licence period. The other Relevant Members shall maintain a minimum equity stake of 20% of the aggregate shareholding till the completion of the licence period.
- 2.2.6. All members of the consortium shall however, be liable jointly and severally, under the terms of the Licence Agreement.
- 2.2.7. A copy of the MoU shall be submitted with the Bid. The MoU entered into between the Consortium Member shall be specific to this Bid and shall contain the following requirements, failing which the Bid shall be considered non-responsive.
 - 2.2.7.1. Convey the intent to form a joint venture company (Operating Company).
 - 2.2.7.2. Clearly outline the proposed roles and responsibilities of each member at each stage during the tenure of the Licence, as well as roles and responsibilities with respect to the operation of the Multiplex.
 - 2.2.7.3. Clearly state the member of the consortium who would be the Lead Member. The consortium member, who has the experience in operating a Multiplex Complex as detailed in Section 2.1 shall be the Lead Member and the Principal Operator responsible for operation of the Multiplex.
 - 2.2.7.4. Include a statement to the effect that all consortium members shall be liable jointly and severally under the terms of the Licence Agreement.
 - 2.2.7.5. Clearly state that the Lead Member shall interact with ESG on behalf of the consortium, and shall clearly authorise the Lead Member to take the necessary decisions and bind the other members of the consortium to the decision of the Lead Member.
 - 2.2.7.6. Indicate the minimum equity that each consortium member commits to hold in the Joint Venture Company formed for the operation of the Multiplex Complex, during the tenure of the Licence.



2.3. Period of Licence

2.3.1. The Selected Operator shall be given the Licence to operate the Multiplex for a period of 5 years from the execution of the Licence Agreement. Possession of the Multiplex shall be resumed in favour of ESG at the end of the Licence period.

2.4. Selection of Operator

- 2.4.1. The Selected Operator shall be required to make payments towards Annual Fixed Licence Fee to ESG on a monthly basis.
- 2.4.2. The IP shall be required to provide financial bid for the Annual Fixed Licence Fee for each of the five years as per the format provided in Annexure 8.
- 2.4.3. The Licence Fee shall be discounted at 12% to arrive at Net Present Value. The IP offering the highest NPV to ESG shall be selected for granting the Licence to operate the Multiplex, subject to the existing contractual obligations of ESG.
- 2.4.4. The financial bids of only those IPs who meet the eligibility criteria as defined in para 2.1 shall be considered.
- 2.4.5. ESG reserves the right to reject any or all bids which do not meet the reserve Annual Fixed Licence Fee fixed by ESG.

2.5. Subsidy towards Entertainment Tax

2.5.1. The subsidy towards refund of Entertainment Tax, if any, shall accrue to ESG as and when it is received by the Multiplex Operator. The Multiplex Operator shall forward the monies received towards subsidy, if any, to ESG.

2.6. As is where is basis

2.6.1. The Multiplex shall be handed over to the Operator on an "AS IS WHERE IS BASIS". The IPs shall be provided with an opportunity to make a site visit on the specified date before submission of the financial bid.

2.7. Earnest Money Deposit

2.7.1. The bids shall be accompanied by Earnest Money Deposit (EMD) of Rs.25 lakhs (Rupees Twenty five lakhs only). This shall be in form of a demand draft drawn on a scheduled commercial bank payable in favour of 'The Entertainment Society of Goa'. The EMD of the



successful bidder shall be adjusted towards the Licence Deposit payable by him. The EMD paid by other parties shall be refunded within a period of 30 (thirty) days from the selection of the operator. No interest shall be payable towards the EMD.

2.8. Bid Preparation Cost

2.8.1. The IP shall be responsible for all the costs associated with the preparation of its Bid and participation in the bidding process, including costs for site visits. ESG will not in any way be responsible or liable for such costs, regardless of the conduct or outcome of the selection process.

2.9. Validity of Financial Bid

2.9.1. The Financial Bid shall remain valid for a period of ninety (90) days from the due date of submission (Offer Validity Period). ESG reserves the right to reject any financial bid that does not meet this requirement. Offer Validity Period shall be extended at the request of ESG.

2.9.2. The Offer Validity Period of the Selected Operator shall get extended till the date of execution of the Licence Agreement.

2.10. Misrepresentation / Fraud / Breach of Terms and Conditions of selection process

2.10.1. If it is discovered at any point of time that the IP has suppressed any fact or given misstatement or has done misrepresentation or fraud or has violated any of the terms of the selection process, the IP shall be disqualified by ESG. In such an event, the IP will not be entitled to any compensation whatsoever, or refund of EMD or any other amount paid by him.

2.11. Language and Currency

2.11.1. The Bid and all related correspondence and documents shall be written in English language.

2.11.2. The currency for the purpose of the Bid shall be Indian Rupees.

2.12. Undertaking by the Interested Parties

2.12.1. Each party participating in the process for selection of Multiplex Operator releases ESG, its officers and consultants irrevocably, unconditionally, fully and finally from any and all liability for claims,



losses, damages, costs, expenses or liabilities (including without limitation costs, fees and expenses incurred in preparing, submitting, supplementing and/or amending RFP and/or related information and/or evidence) 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 (including without limitation review by or on behalf of ESG of any prospective IP's submissions, and associated decision-making process regarding prospective IP's eligibility, qualifications and selection or non-selection to submit and/or accept a bid), and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. Neither the issuance of this RFP nor the issuance of any subsequent circulars, requests and/or invitations to any entities by or on behalf of ESG, nor any participation in the selection process by any IP, shall at any time obligate or impose any liability, duty of care or contractual obligation on ESG.

2.12.2. IPs shall carefully examine the RFP Document and fully inform themselves as to all the conditions and matters, which may in any way effect the submission of Bid. Should an IP find any discrepancies or omissions in the RFP Document or should it be in doubt as to their meaning, it should immediately address its query in writing to ESG. The clarifications to the RFP Document can be sought at least 10 calendar days prior to the due date of the bids. Clarifications sought thereafter, will not be entertained.

2.12.3. Written copies of ESG's response (including a description of enquiry but without identifying its source) would be sent to all the prospective IPs who have purchased the RFP Document or who have communicated with ESG their desire to seek such clarifications and response.

2.12.4. Verbal information and/or clarification given by any representative of ESG, shall not be binding on ESG.

2.12.5. It would be deemed that prior to the submission of the Bid, the IP has made a complete and careful examination of:

2.12.5.1. the requirements and other information set forth in this RFP document.

2.12.5.2. the various aspects of the RFP including, but not limited to the following:



2.12.5.2.1. the multiplex site, existing facilities and structures, access roads and utilities in the vicinity of the multiplex;

2.12.5.2.2. All other matters that might affect the IP's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated.

2.12.5.3. ESG shall not be liable for any mistake or error or neglect by the IP in respect of the above. Bids that are not substantively responsive to the requirements of this RFP document will be rejected.

2.13. Confidentiality

2.13.1. Information relating to the examination, clarification, evaluation, and recommendation for the IPs shall not be disclosed to any person not officially concerned with the selection process. ESG will treat all information submitted as part of bidding process in confidence and would require all those who have access to such material to treat the same in confidence. ESG will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

2.14. Clarifications from IPs

2.14.1. To facilitate evaluation of Bids, ESG may, at its sole discretion, seek clarifications in writing from any IP regarding its bid. Notwithstanding anything contained in the RFP Document, ESG reserves the right to take into consideration any such clarifications sought by it for evaluation of the bids as deemed fit.

2.15. Legal Issues

2.15.1. The courts of Ordinary Original Civil Jurisdiction in Panaji (India) shall have exclusive jurisdiction to hear any and all disputes arising under, pursuant to and/or in connection with this RFP Document.

2.15.2. ESG reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any IP or prospective IP and without expressing any cause or reason thereof, at any time and at its sole discretion to:

2.15.2.1. Call from time to time for:



- 2.15.2.1.1. any information (in addition to the information and documents required to be submitted in terms hereof) in relation to the IP and/or any one or member(s) of the consortium, including but not limited to the business affairs and the financial matters and statements, as ESG may deem fit and
- 2.15.2.1.2. supporting evidence in respect thereof from time to time, from the IP, both of which information may be used by ESG at its sole discretion for the evaluation of the bid submitted by the IP. It is clarified that ESG's right to call for the aforesaid shall continue till the time Licence Agreement is entered into.
- 2.15.2.2. suspend and/or cancel the selection process and/or amend and/or supplement the selection process or the dates or other terms and conditions relating thereto.
- 2.15.2.3. qualify or not to qualify any prospective IP
- 2.15.2.4. consult with any prospective IP in order to receive clarification or further information;
- 2.15.2.5. independently verify and retain any information and/or evidence submitted to ESG by, on behalf of, and/or in relation to, any prospective IP; and
- 2.15.2.6. accept any and all bids or other information and/or evidence submitted by or on behalf of any prospective IP and/or disqualify or reject any and all bids or such other information and/or evidence and/or, pursuant to and/or in connection with (the following grounds being inclusive and not exhaustive):
 - 2.15.2.6.1. failure to submit necessary supporting documentation following a specific request by or on behalf of ESG;
 - 2.15.2.6.2. any material misrepresentation.

2.16. Amendment of RFP

- 2.16.1. At any time prior to the selection of the Operator, ESG may, for any reason, whether at its own initiative or in response to clarifications



requested by an IP, modify the RFP through the issuance of an Addendum. This shall be binding upon all Interested Parties.

2.16.2. In order to give the IPs reasonable time to take the Addendum into account, or for any other reason, ESG may, at its discretion, extend the timelines indicated.

2.17. Other Terms & Conditions

2.17.1. ESG reserves the right to reject any bids without assigning any reason whatsoever.

2.17.2. In case of any clarification or interpretation regarding these terms and conditions, the decision of ESG shall be final and binding on the IPs.

2.17.3. If due to any "Force Majeure" or circumstances beyond its control ESG is unable to issue a Licence to operate the Multiplex, EMD deposited, if any, will be refunded.



3. TENDERING PROCEDURE

3.1. Selection Procedure Schedule

3.1.1. The schedule for selection procedure of the Multiplex Operator has been provided as under:

Step	Activity	Time lines
1	Site Visit and Pre-bid Conference	October 3-4, 2006
2	Submission of Bids by Interested Parties	October 13, 2006 by 5:00 pm
3	Opening of Technical Bids	October 13, 2006 at 5:30 pm
4	Evaluation of Technical Bids	
5	Opening of Financial Bids	October 18, 2006
6	Evaluation of Financial Bids	
7	Selection of Licence Operator	October 20, 2006

3.1.2. ESG reserves the right to change, at its sole discretion, the above-mentioned due dates by issuing an Addendum.

3.2. Step 1: Site Visit and Pre-bid conference

3.2.1. Interested Parties shall be invited to a site visit organised by ESG and pre-bid conference as a part of the site visit. The site visit and pre-bid conference has been scheduled for October 3-4, 2006.

3.2.2. As a part of the site visit and pre-bid conference, the IPs shall be provided with an opportunity to conduct due diligence review of documentation related to the Multiplex, as deemed relevant by ESG. The rules regarding the site visit and due diligence shall be provided to the IPs on the day of site visit.

3.2.3. The IPs shall be invited for a discussion with ESG / authorised representatives during the pre-bid conference and may raise issues / concerns or seek clarifications from ESG. ESG reserves the right not to answer any or all of the queries raised by the IPs.

3.2.4. During the site visit, the IPs shall be provided with a draft Licence Agreement detailing the terms and conditions of the Licence. ESG reserves the right to change any clauses of the draft Licence Agreement prior to the submission of financial bid.

3.2.5. A maximum of 5 representatives of the IP/consortium shall be allowed to participate in the site visit and pre-bid conference.



- 3.2.6. For parties purchasing the RFP document after the site visit, the clarifications made during the pre-bid conference and the draft Legal Agreement shall be provided.
- 3.2.7. It is not mandatory for Interested Parties to attend the site visit and pre-bid conference. The additional information to be made available during the site visit shall be made available to Interested Parties who have purchased the RFP on request and who have not attended the site visit. ESG intends to make available further information during the site visit. Such information may or may not assist IPs in evaluating their decision to bid for the Licence. IPs are required to make their own assessment and decision to attend or not attend the site visit and ESG shall not be responsible for any consequences if the IP decides not to attend the site visit.
- 3.2.8. For parties who intend to download the RFP, attendance to the site visit and pre-bid conference shall be admitted on payment of the fees for RFP.
- 3.2.9. Attendance shall be admitted only for those parties who have confirmed their attendance with ESG through submission of Letter of Application as provided in Annexure 1.
- 3.2.10. For IPs who could not attend the site visit organised by ESG during October 3-4, 2006; a site visit for due diligence shall be organised by ESG on October 12, 2006. The IP shall have to make an application to ESG in Annexure 1. No application for site visit shall be entertained after 3:00 p.m on October 11, 2006.

3.3. Step 2: Submission of Bids

- 3.3.1. Interested Parties shall submit the following information / documents as part of their Bid:
 - 3.3.1.1. Covering letter on the letterhead of the IP. In case of a Consortium, the covering letter should be on the letterhead of the Lead Member (As per Annexure 2)
 - 3.3.1.2. General Information of the IP (As per Annexure 3)
 - 3.3.1.3. Summary of Technical Capability (As per Annexure 4)
 - 3.3.1.4. Summary of Financial Capability (As per Annexure 5)
 - 3.3.1.5. Memorandum of Understanding (MoU) in case of a consortium



- 3.3.1.6. Power of Attorney for Signing of Bid duly executed on stamp paper (As per Annexure 6)
- 3.3.1.7. Power of Attorney for Lead Member(s) of consortium (As per Annexure 7)
- 3.3.1.8. Original RFP Document duly signed (on each page) by an authorised representative as a token of acceptance. In case the RFP has been downloaded, the downloaded RFP could be signed and submitted by the IP and ESG will require the IP to sign on the Original RFP to be issued by ESG prior to the opening of financial bid.
- 3.3.1.9. Financial Bid (in a separate sealed envelope) (As per Annexure 8).
- 3.3.1.10. Processing Fee of Rs.10,000 (Rupees Ten thousand) towards cost of RFP, (in case it is downloaded from website and not paid earlier).
- 3.3.1.11. EMD of Rs.2500000 (Rupees Twenty Five lakhs only)
- 3.3.2. Wherever required, the bid must contain information individually for each member of the consortium.
- 3.3.3. Power of Attorney authorising the signatory to commit the IP and agreeing to ratify all acts, deeds and things done by the said attorney shall also be submitted.
- 3.3.4. In case of a consortium, the members shall submit a Memorandum of Understanding (MoU) as specified in Section 2.2.
- 3.3.5. The RFP shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the consortium. The nomination of Lead Member shall be supported by a Power of Attorney duly signed by all the authorised members.
- 3.3.6. The bid shall be initialled on each page by the authorised signatory. All the alterations, deletions, additions, or any other amendments made to the bid shall also be initialled.
- 3.3.7. IPs shall submit one set of the Bid.
- 3.3.8. Any firm which submits or participates in more than one bid shall be disqualified and shall also cause the disqualification of all the consortia in which it is a member.



3.3.9. Sealing and Marking of Bids: The Proposals shall be sealed, marked and submitted as explained below.

3.3.9.1. The Technical Qualification documents shall be sealed in a separate envelope (Envelope No. 1), duly marked as 'Technical Qualification Documents' and shall contain the following:

3.3.9.1.1. Covering letter on the letterhead of the IP. In case of a Consortium, the covering letter should be on the letterhead of the Lead Member (As per Annexure 2)

3.3.9.1.2. General Information of the IP (As per Annexure 3)

3.3.9.1.3. Summary of Technical Capability (As per Annexure 4)

3.3.9.1.4. Summary of Financial Capability (As per Annexure 5)

3.3.9.1.5. Memorandum of Understanding (MoU) in case of a consortium

3.3.9.1.6. Power of Attorney for Signing of Bid duly executed on stamp paper (As per Annexure 6)

3.3.9.1.7. Power of Attorney for Lead Member(s) of consortium (As per Annexure 7)

3.3.9.1.8. Processing Fee (if not paid earlier)

3.3.9.1.9. Earnest Money Deposit

3.3.9.2. The IP shall seal the Financial Proposal (as per Annexure 8) in a separate envelope (Envelope No. 2), duly marked as 'Financial Bid'.

3.3.9.3. Both the above envelopes shall be enclosed and sealed in an outer cover/ envelope marked 'Selection of Multiplex Operator' and shall be addressed to:

The Chief Executive Officer
Entertainment Society of Goa
1st Floor, Old GMC Heritage Precinct
Panaji, Goa - 403 001
Tel. No.: 91-832-2428000 Fax No.: 91-832-2428111



- 3.3.9.4. If the envelope is not sealed and marked as instructed above, ESG assumes no responsibility for the misplacement or premature opening of the bid submitted, which would disqualify the IP.
- 3.3.10. Any bid received by ESG after 1700 hours IST on the due date will be returned unopened.
- 3.3.11. ESG shall not be liable for any delay in receipt of any Bids.
- 3.3.12. Strict adherence to formats/ exhibits, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid as non-responsive and shall be liable for rejection.
- 3.3.13. All the communication and information provided in the Bid should be legible. Wherever the information is given in figures and also in words, in case of discrepancy, information mentioned in words shall prevail.
- 3.3.14. No change in, or supplementary information to, a Bid shall be accepted after its submission. However, ESG reserves the right to seek additional information from the IPs, if found necessary during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by ESG, may be a ground for rejecting the Bid.
- 3.3.15. If any claim made, or information provided, by the IP in the Bid or any information provided by the IP in response to any subsequent query of ESG, is found to be incorrect or is a material misrepresentation of facts, then the Bid shall be liable for rejection.
- 3.3.16. Mere submission of information does not entitle the IP to meet an eligibility criterion. ESG reserves the right to vet and verify any or all information submitted by the IP.

3.4. Step 3: Opening of Technical Bids

- 3.4.1. First, only the Technical Bids received by ESG shall be opened by the Evaluation Committee constituted by ESG. Authorised representatives of the Interested Parties may be present at the opening of Technical bids.

3.5. Step 4: Evaluation of Technical Bids

- 3.5.1. As part of evaluation of Technical Bids, ESG will determine whether each Bid is responsive to the requirements mentioned in the RFP Document. A Bid shall be considered responsive, if the Bid:



- 3.5.1.1. is received by the Due Date including any extension thereof
- 3.5.1.2. is signed, sealed and marked as stipulated in Section 3.3.
- 3.5.1.3. contains all the information in the formats, as applicable, as requested in the RFP Document.
- 3.5.2. ESG reserves the right to reject any Bid, if
 - 3.5.2.1. there are inconsistencies between the Bid and the supporting documents.
 - 3.5.2.2. it provides the information with material deviations, which may affect the scope of performance expected of the Operator.
 - 3.5.2.3. there are any conditions proposed in the Bid.
- 3.5.3. Based on the evaluation of Technical Bids on the qualification parameters as mentioned in Clause 2.1, ESG will shortlist Interested Parties. Financial Bids of only the shortlisted IPs shall be considered and opened. The shortlisted IPs shall be invited by ESG to be present during the opening of Financial bids.

3.6. Step 5: Opening of Financial Bids

- 3.6.1. The Financial Bid shall be submitted in the format as provided in Annexure 8. The Financial Bid shall not be conditional.
- 3.6.2. The Financial Bid shall indicate:
 - 3.6.2.1. Annual Fixed Licence Fee at Rs. _____ for Year 1
 - 3.6.2.2. Annual Fixed Licence Fee at Rs. _____ for Year 2
 - 3.6.2.3. Annual Fixed Licence Fee at Rs. _____ for Year 3
 - 3.6.2.4. Annual Fixed Licence Fee at Rs. _____ for Year 4
 - 3.6.2.5. Annual Fixed Licence Fee at Rs. _____ for Year 5
- 3.6.3. The Financial Bids shall be opened by the Evaluation Committee constituted by ESG in front of the IPs who have been shortlisted based on the Technical Evaluation and intend to attend the bid opening.



3.7. Step 6: Evaluation of Financial Bids

- 3.7.1. The Annual Fixed Licence Fee quoted for the five years shall be discounted at 12% to arrive at its Net Present Value (NPV). The offer with the highest NPV shall be selected for issue of Licence to operate the Multiplex, subject to the existing contractual obligations of ESG.
- 3.7.2. ESG reserves the right to reject any or all bids which do not meet the reserve Annual Fixed Licence Fee fixed by ESG.
- 3.7.3. The Selected Operator shall be issued a Letter of Intent (LoI) by ESG for issue of Licence to operate the Multiplex.

3.8. Step 7: Execution of Licence Agreement and Possession of Multiplex

- 3.8.1. The Selected Operator shall be required to execute the Licence Agreement and take over possession within 7 days from the date of issue of LOI. In case of failure to do so, the Licence will be cancelled and the EMD shall be forfeited. However, ESG reserves the right to grant extension for execution of Licence Agreement and taking over possession.
- 3.8.2. The cost of stamp duty for execution of Licence Agreement and any other related legal documentation charges and incidental charges will be borne by the Selected Operator.
- 3.8.3. In the event the Selected Operator fails to take possession of the Multiplex, ESG reserves the right to negotiate with the IP which has submitted the next beneficial bid.

3.9. Modification and Withdrawal of Bids

- 3.9.1. No Bids shall be modified or withdrawn by the Bidder after the due date for submission.
- 3.9.2. Withdrawal of a Bid during the interval between Bid Due Date and expiry of the Offer Validity Period would result in forfeiture of the EMD.

3.10. Bids of other IPs

- 3.10.1. Within one month of the selection of the Multiplex Operator, ESG shall communicate to all other IPs the non-acceptance of their bids.
- 3.10.2. ESG shall return the EMD received from the IPs who do not get selected within thirty (30) days from the selection of the Multiplex Operator. The EMD shall be returned without any interest on the same.



ANNEXURE 1

LETTER OF APPLICATION FOR SITE VISIT AND PRE-BID CONFERENCE

(On the Letter head of the IP in case of Individual Company or Lead Member in case of a Consortium)

The Chief Executive Officer
Entertainment Society of Goa
1st Floor, Old GMC Heritage Precinct
Panaji, Goa - 403 001

Sub: Selection of Multiplex Operator

Dear Sir / Madam,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the IP"), and having reviewed and fully understood all of the RFP Document and information provided, the undersigned hereby apply for participating in the site visit and pre-bid conference.

We have already purchased the RFP document and have made the requisite payment of Rs.10000 (Rupees Ten thousand only)

Or

We have perused the RFP document available on the website and shall make the requisite payment of Rs.10000 (Rupees Ten thousand only) during the pre-bid conference.

We agree to adhere to the conditions for site-visit and pre-bid conference as may be laid down by ESG.

The following persons have been authorised to attend the site-visit and pre-bid conference on our behalf and shall carry authorisation letter to this effect with them on person for the site-visit and pre-bid conference:

(Authorized Signatory)



ANNEXURE 2
COVERING LETTER

(To be submitted and signed by the Interested Party's authorized signatory)

The Chief Executive Officer
Entertainment Society of Goa
1st Floor, Old GMC Heritage Precinct
Panaji, Goa - 403 001

Sub: Selection of Multiplex Operator

Dear Sir / Madam,

1. Being duly authorized to represent and act for and on behalf of
(herein the applicant), and having studied and fully understood all the information
provided in the RFP document, the undersigned hereby apply as an Interested
Party for operating the Multiplex at the Old GMC Complex, Panaji, according to
the terms & conditions of the RFP issued by ESG.

2. Other information as per the formats given in Annexures 3, 4 and 5 respectively
along with the supporting documents, duly filled and signed on each page are
enclosed as specified.

3. ESG and its authorized representatives may contact the following persons for any
further information:

Name of the person (s):

Address:

Phone:; Fax:

4. This bid is made with the full understanding that:

(a) ESG reserves the right to reject or accept any Bid, cancel the selection
process, and / or reject all Bids.

(b) ESG shall not be liable for any of the above actions and shall be under no
obligation to inform the applicant of the same.

5. We, the undersigned declare the statements made, and the information provided
in the duly completed bid forms enclosed, are complete, true and correct in every
detail.

6. We hereby confirm that we have read, understood and accepted all the detailed
terms and conditions of this RFP and have made our own assessment and due
diligence regarding the opportunity to operate the Multiplex.



7. We confirm that we meet the eligibility criteria mentioned in the RFP.
8. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a Regulatory Authority
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been convicted by a Court for any offence committed by us or by any of our sister concerns and no charge sheet has been filed by any agency of the Government for any offence committed by us or by any of our sister concerns
10. We further certify that no investigation by a Regulatory Authority is pending either against us or against any of our sister concerns or against our CEO or any of our Directors/managers/employees.
11. We undertake that in case, due to any changes in facts or circumstances during the pendency of the process, the undertaking in Para 7 to 10 above do not hold true, we would intimate ESG of the same immediately.

Authorised signatory

Date:

Name and seal of Interested Party

Place:

Encl:

1. General Information of the Interested Party
2. Summary of Technical Capability
3. Summary of Financial Capability
4. Memorandum of Understanding (MoU) in case of a Consortium
5. Power of Attorney for Signing of bids.
6. Power of Attorney for Lead Member(s) of a Consortium
7. Original RFP Document duly signed.
8. DD no. _____ for Rs.10000 (Rupees Ten thousand only) drawn on _____ towards Processing Fees
9. DD no. _____ for Rs.2500000 (Rupees Twenty five lakhs only) drawn on _____ towards EMD



ANNEXURE 3

GENERAL INFORMATION OF THE INTERESTED PARTY

1. (a) Name
(b) Country of incorporation
(c) Address of the corporate headquarters and its branch office(s), if any, in India.

2. Details of individual(s) who will serve as the point of contact / communication for ESG within the Company:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

3. In case of consortium:
 - a. The information above (1 & 2) should be provided for all the members of the consortium.
 - b. Information regarding role of each member should be provided:

Sl. No.	Name of Member	Proportion of Equity	Role*
1.			
2.			
3.			

* Specify whether Lead Member

4. Brief profile/brochure of Interested Party/all consortium members including experience and operations in the area of Multiplex business.

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Interested Party)

Designation

Place:

Date:



ANNEXURE 4

SUMMARY OF TECHNICAL CAPABILITY

EXPERIENCE IN OPERATION OF MULTIPLEXES IN THE LAST 3 YEARS

Sr. No.	Name of the Multiplex under operation and Location	Details (No. of screens/ Seats)	* Period of Operation	** Nature of involvement (owner /operator)
1				
2				
3				
4				
5				

Note:

- 1) In case of a Consortium, the above information shall be furnished only in respect of Lead Member.
- 2) * State the date of commencement of operation of the Multiplex and date of operation by the Interested Party.
- 3) ** Please state information regarding the Multiplex under operation of the Interested Party/ Lead Member.
- 4) Please also provide copy of Exhibition / Cinematographic Licence for Exhibition and other relevant information to prove track record for operating/ managing the Multiplex.

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Interested Party)

Designation

Place:

Date:



ANNEXURE 5

SUMMARY OF “FINANCIAL CAPABILITY” OF EACH INTERESTED PARTY / RELEVANT MEMBER OF THE CONSORTIUM

(Rs. Crores)

Particulars	2003-2004	2004-2005	2005-2006
Turnover of the firm as per audited annual accounts			
1. Member 1			
2. Member 2			
3. Member 3			
Total Turnover of the IP/ Consortium			

Particulars	Rupees
Networth as on April 1, 2006	
1. Member 1	
2. Member 2	
3. Member 3	

Note:

- 1) Attach certified copies of Annual Audited Balance Sheets for the past 3 years.
- 2) The above data, must be submitted for all Relevant Members of a consortium, duly certified by Chartered Accountant.

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Interested Party)

Designation

Place:

Date:



ANNEXURE 6

POWER OF ATTORNEY TO THE SIGNING AUTHORITY

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. __ (name and address of residence) who is presently employed with us and holding the position of ____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for selection of Multiplex Operator invited by Entertainment Society of Goa (ESG), including signing and submission of all documents and providing information / responses to ESG representing us in all matters before ESG and generally dealing with ESG in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes

To be executed by the sole IP and/ or the Lead Member, as the case may be, in case of a consortium.

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. Indian company executing this power of attorney shall affix its common seal hereto.

Also, wherever required, the executant(s) 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 executant(s).



ANNEXURE 7

POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM

POWER OF ATTORNEY

Whereas Entertainment Society of Goa (ESG) has invited Bids for selection of Multiplex Operator.

Whereas, the members of the Consortium are interested in submitting the Bid, for the selection of Multiplex Operator.

Whereas, it is necessary under the RFP Document for the members of the consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's Bid for selection of the Multiplex Operator.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, Mr./M/s. _____, Mr./M/s. _____ and Mr./M/s. _____ (the respective names and addresses of the members) do hereby designate M/s. _____ (name and address of the registered office) being one of the members of the Consortium, as the Lead Member of the consortium, to do on behalf of the consortium, all or any of the acts, deeds or things necessary or incidental to the consortium's Bid, including submission of bids / Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the consortium in all its dealings with ESG, any other Government Agency or any person, in connection with selection of Multiplex Operator until culmination of the selection process and thereafter till the Licence Agreement is entered into with ESG.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member, our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2006

(Executants)

(To be executed by all the members of the Consortium)

Notes

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Indian company executing this power of attorney shall affix its common seal hereto.

Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favor of the person executing this power of attorney for the designation of power hereunder on behalf of the concerned executant(s).



ANNEXURE 8

FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the IP's authorised signatory)

The Chief Executive Officer
Entertainment Society of Goa
1st Floor, Old GMC Heritage Precinct
Panaji, Goa - 403 001

Sub: Selection of Multiplex Operator

Dear Sir / Madam,

We hereby submit our Financial Offer for the captioned subject.

If the licence is awarded to us, we agree to pay:

Annual Fixed Licence Fee at Rs. _____ for Year 1

Annual Fixed Licence Fee at Rs. _____ for Year 2

Annual Fixed Licence Fee at Rs. _____ for Year 3

Annual Fixed Licence Fee at Rs. _____ for Year 4

Annual Fixed Licence Fee at Rs. _____ for Year 5

This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP document and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the Financial Proposal.

SIGNED LICENCE AGREEMENT

We agree to keep our offer valid for ninety (90) days from the due date of submission of this Proposal.

Authorized signatory
Name and seal

Date:
Place:



ANNEXURE 10

DRAFT LICENCE AGREEMENT

(To be provided as part of Site Visit)