

**MANIPUR IT SEZ PROJECT DEVELOPMENT COMPANY /  
DEPARTMENT OF INFORMATION TECHNOLOGY  
GOVERNMENT OF MANIPUR  
4<sup>th</sup> FLOOR, WESTERN BLOCK, NEW SECRETARIAT,  
IMPHAL, MANIPUR, INDIA**



**INVITATION FOR BIDS (IFB)**

**LAND AUCTION FOR CONSTRUCTION, DEVELOPMENT, COMMISSIONING AND  
OPERATION OF SHOPPING MALL / ARCADE AT IT SEZ IN MANTRIPUKHRI, IMPHAL,  
MANIPUR, INDIA**

**TENDER NO. : 47/1/2012-DIT/2 DATED 4<sup>th</sup> MARCH 2014**

## List of Abbreviations

The following table provides abbreviations used in this IFB document..

| Abbreviation | Description                                                 |
|--------------|-------------------------------------------------------------|
| IT SEZ       | Information Technology Special Economic Zone                |
| EMD          | Earnest Money Deposit                                       |
| STPI         | Software Technology Parks of India                          |
| MIPDCO       | Manipur IT SEZ Project Development Company                  |
| IFB          | Invitation for Bids                                         |
| EoI          | Expression of Interest                                      |
| DIT          | Department of Information Technology, Government of Manipur |
| GoM          | Govt. of Manipur                                            |
| PBG          | Performance Bank Guarantee                                  |
| MoU          | Memorandum of Understanding                                 |

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## 1. Information for Bidders

Tender No.:47/1/2012-DIT/2

Dated: 4<sup>th</sup> March, 2014

Sealed tender documents are invited for auction of land to build and operate a shopping mall / arcade at the IT SEZ in Mantripukhri, Imphal East. It is expected that the firm responding to this IFB should be a reputed firm at the national/ international level and should have prior experience in this sector in the past.

|    |                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Brief Description of the Invitation for bids                                                                                                         | Auction of Land on lease for 33 years for the purpose of building and operating one anchor brand store and shopping mall / arcade with minimum 30 brand stores                                                                                                                                                                                                                                                                                          |
| 2. | Tender Document Fee (Non-Refundable) – To be paid via a Demand Draft drawn in favor of MANIPUR IT SEZ PROJECT DEVELOPMENT COMPANY, Payable at Imphal | Rs. 50,000(Rupees Fifty Thousand Only.)                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3. | EMD in form of Bank Guarantee                                                                                                                        | Rs. 2 Cr (Rupees Two Crores only.)                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4. | Reserve Land Price for Auction                                                                                                                       | Rs.15.24 Cr (Fifteen Crores and Twenty Lakh only)                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5. | Availability of Bid Document (IFB)                                                                                                                   | <a href="http://www.manipur.gov.in">www.manipur.gov.in</a>                                                                                                                                                                                                                                                                                                                                                                                              |
| 6. | Pre-Bid Clarification                                                                                                                                | <ul style="list-style-type: none"><li>• Queries should be received by 13th March, 2014. Only queries received before the deadline date will be considered.</li><li>• Pre-bid meeting will be held at 12 Noon, 14th March, 2014</li><li>• All queries will be addressed to Mr. N. Deben, OSD (IT) and Mr. Jateen, IO, DIT at email id <a href="mailto:n.deben@nic.in">n.deben@nic.in</a>, <a href="mailto:y.jateen@nic.in">y.jateen@nic.in</a></li></ul> |
| 7. | Last Date and Time of bid Submission                                                                                                                 | Till 12 Noon, 1st April, 2014                                                                                                                                                                                                                                                                                                                                                                                                                           |

|     |                                                       |                                                                                                                                                          |
|-----|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.  | Pre-Bid Meeting, Bid Submission and Bid Opening Venue | Department of Information Technology, 4th Floor, West Block, New Secretariat, Imphal West - 795001                                                       |
| 9.  | Date of Opening of the bids                           | At 12 Noon, 3 <sup>rd</sup> April, 2014                                                                                                                  |
| 10. | Contact Person                                        | Mr. N. Deben, OSD (IT) and Mr. Jateen, IO, DIT<br><br>Department of Information Technology, 4th Floor, West Block, New Secretariat, Imphal West - 795001 |
| 11. | Expected date of transfer of possession of land       | To be intimated later                                                                                                                                    |

## 2. Introduction and Objective of the Project

### A. Introduction

The Manipur IT SEZ Project Development Company (MIPDCO) is owned by Government of Manipur (GoM). MIPDCO in its pursuit of establishing IT/ITeS Industry in Manipur, is proposing to set up an IT SEZ on a contiguous land measuring area of 10.87 hectares adjacent to the Software Technology Parks of India (STPI) Campus located in Mantripukhri. GoM has already set up an IT Park at Mantripukhri adjacent to the STPI Imphal Centre.

As part of world class infrastructure, the non-processing zone of the IT SEZ will have a multispecialty hospital of at least 100 beds, a 4/5 star hotel of at least 100 rooms, a shopping mall / arcade, office buildings for global IT players, residential apartments, Government offices apart from all other utilities etc. A satellite view of Manipur IT SEZ is shown below



The setting up of the IT SEZ at Imphal will give a fillip to the IT and ITES Industry in Manipur and other NE states and will create a large number of employment opportunities for the local youth. It is also expected to attract investments in the field of IT from IT majors in the country and from Multinational companies.

For this purpose, sealed bids are invited for allotting on lease for 33 years, land of size 7,620 square meters (earmarked for developing a shopping mall / arcade) at IT SEZ through auction process. Reserve price for auction of this land is Rs. 15.24 Cr. It is expected that the firm/ consortium responding to this IFB should be reputed at the national/ international level and should have extensive experience in the construction, development and operation of large commercial projects including large shopping malls / arcades at its own cost.

### **3. Who can apply**

- a) A consortium of companies at least one of whom is in the business of running a shopping mall / arcade, preferably at least one local entrepreneur/company from Manipur/NE. Ideally, the lead bidder may be a large construction/real estate Company of Repute. In the submitted bid documents, the lead bidder shall be clearly identified.
- b) The Lead Bidder should be a company with positive net worth and a minimum annual turnover of at least Rs. 100 Cr in each of the last 3 years
- c) In case the bidders intend to form consortium/Joint Venture in the future, they need to furnish all the required details of proposed future company. This shall include the draft of agreement / MoU among members with their equity holding and identifying lead bidder out of all members.

### **4. Eligibility Criteria**

The Bidders should meet the following Eligibility criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Bid.

| S.<br>No. | Eligibility Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Documentary proof to be<br>submitted                                                                                                                                                                                                  |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1         | The bidder should be a company registered in India under the Companies Act 1956                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>▪ Certificate of Incorporation</li> <li>▪ PAN Number</li> </ul>                                                                                                                                |
| 2         | In case the bid is submitted by a consortium, the number of members shall not be more than three (3), i.e. one lead member and two other members. However, the lead member shall be solely responsible for all obligations under the agreement. The IFB should contain details of all members of consortium including legal status and specifying their roles and responsibilities in the project. The lead entity shall commit to hold an equity stake/interest of at least fifty one percent (51%) in the consortium during entire lease tenure.                                  | Memorandum of understanding (MoU) containing details of all the members of consortium including legal status and specifying their roles and responsibilities in the project and projected equity stake/interest (in %) of each member |
| 3         | <ul style="list-style-type: none"> <li>• The bidder (at least one member in case of consortium) should be in the business of similar large commercial project construction, development and operations for at least last three (3) years as on 31.12.2013. Bidder (at least one member in case of consortium) shall have a prior experience of running a shopping mall / arcade</li> <li>• Large real estate groups who can own the responsibility of construction and development along with operations, and are in the business of shopping mall / arcade, leisure and</li> </ul> | Self-Certification                                                                                                                                                                                                                    |

|   |                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | entertainment for at least three (3) years as on 31.12.2013                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4 | The bidder should have had a positive net worth for each of the last three (3) years and should have had an average turnover of not less than <b>Rs. 100 Cr</b> from Construction / shopping mall / arcade, leisure and entertainment business in each of the last three (3) years (FY's 10-11, 11-12 and 12-13) | <ul style="list-style-type: none"> <li>▪ Auditor's certificate for positive net worth.</li> <li>▪ Auditors certificate showing construction / shopping mall / arcade, leisure and entertainment turnover for the last three (3) years (FY's 10-11, 11-12 and 12-13) of more than 100 Crore</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                     |
| 5 | The bidder should be able to raise sufficient funds from financial institutes, if required.                                                                                                                                                                                                                      | <ul style="list-style-type: none"> <li>▪ Copies of Annual Reports including detailed financial statements of last three (3) years (FY's 10-11, 11-12 and 12-13)</li> <li>▪ Auditor's note including details of equity share holding, details of subsidiaries and associate companies of last three (3) years (FY's 10-11, 11-12 and 12-13)</li> <li>▪ Details of debt / loan including the name of debtors / lenders, debt / loan amount, purpose and date of disbursement, repayments and outstanding details during last three (3) years (FY's 10-11, 11-12 and 12-13)</li> <li>▪ All above said details shall be accompanied by a letter from the statutory auditors of the</li> </ul> |

|   |                                                                                                                                                                              |                                                                                                                                                                                                             |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                                                                                                                              | <p>company certifying that above informations are true.</p> <ul style="list-style-type: none"> <li>▪ In case of consortium, above said details shall be furnished for all members of consortium.</li> </ul> |
| 6 | The bidder (at least one member in case of consortium) must have completed at least one shopping mall / arcade project for construction, development and operation in India. | Details of Project, including self-certification                                                                                                                                                            |

## 5. Selection of Successful Bidder

The financial bids of all those bidders who meet the eligibility criterion will be opened. The land will be allotted to the bidder quoting the highest price.

## 6. Terms and Conditions

### Financials

- Reserve Price of Land is Rs 15.24 Cr. (Fifteen Crores and Twenty Four Lakh only)
- The land will be allotted to the bidder quoting the highest price on an “as is, where is” basis.
- MIPDCO shall give this land to the successful bidder on an initial lease for 33 years. Post retirement of 33 years, MIPDCO at its sole discretion, may extend the lease for a similar number of years (33 Years) on mutually agreeable terms. In case at that point two parties do not reach to an agreement regarding the terms of lease extension, the land along with the shopping mall / arcade constructed on it (less soft furnishings and human resources) shall be transferred to MIPDCO on an “as is, where is” basis free of cost.
- Successful bidder shall share 10% of total revenues generated annually by shopping mall / arcade with MIPDCO for entire lease period. The same will be paid in a quarterly

basis. At the end of each financial year, the successful bidder will have to submit audited financial statements to MIPDCO for review. In case of any discrepancy found between the amount paid by the successful bidder to MIPDCO and the audited financial statements, the successful bidder will mandatorily make the adjustments (as sought by MIPDCO) by either paying the remainder amount or providing an undertaking to make it good in the next payment cycle, within 10 working days of the same being communicated by MIPDCO.

- e) The Successful Bidder has to make upfront payment of 30% of final auction value, within 15 working days of announcement of the results. The lease deed will be subsequently executed, within 10 working days of which the bidder will deposit a further 10% of the auction price.. Payment of remaining 60% can be staggered in 6 equal installments at a frequency of 45 calendar days, starting from date of execution of lease deed. Therefore, the schedule of payment would be as follows:

| Installment No. | Milestone                                           | Percentage of auction value payable |
|-----------------|-----------------------------------------------------|-------------------------------------|
| 1               | Within 15 working days of announcement of results   | 30%                                 |
| 2               | Within 10 working days of execution of lease deed   | 10%                                 |
| 3               | Within 45 calendar days of execution of lease deed  | 10%                                 |
| 4               | Within 90 calendar days of execution of lease deed  | 10%                                 |
| 5               | Within 135 calendar days of execution of lease deed | 10%                                 |

|   |                                                     |     |
|---|-----------------------------------------------------|-----|
| 6 | Within 180 calendar days of execution of lease deed | 10% |
| 7 | Within 225 calendar days of execution of lease deed | 10% |
| 8 | Within 270 calendar days of execution of lease deed | 10% |

- f) Any extension granted by MIPDCO for the payment of instalments after the due date will bear a simple interest @ 10% per annum. The interest will be charged on the defaulted amount for the defaulted period. However extension for the payment will be a sole discretion of MIPDCO.
- g) An EMD of Rs. 2 Cr (rupees two crores only) will be deposited to MIPDCO prior to the auction together with the bid submission. This will be returned post completion of the Auction Process without any interest to all the unsuccessful bidders and to the successful bidder only after receiving the PBG.
- h) A Non Refundable and Non Adjustable tender fee of Rs. 50, 000 (rupees fifty thousand only) in the form of a demand draft) shall be deposited with the bid.

## 6.2 Time Lines

- i) The Successful bidder has to complete the construction and development of shopping mall / arcade within 36 months starting from the date of execution of lease deed. To ensure timely completion and quality of work, successful bidder has to submit PBG of 10% of auction value and validity of 3 years. A penalty of 10% of this PBG shall be deducted for every 90 days delay in start of commercial operation of shopping mall / arcade. The delay is attributed to successful bidder or not, shall be on sole discretion of MIPDCO. This remaining PBG will be released after completion of six (6) months of commercial operations of shopping mall / arcade. No interest will be paid on any PBG.

- j) The successful bidder will submit a detailed plan for completion, monitoring report every two months and concept plan with supporting drawings and tables. In case of inordinate delay from plan (more than 3 months), MIPDCO can take remedial action under the terms of the Auction.
- k) The successful bidder will submit a draft business plan with all financial projections like Capex, Opex during development, cash flows and revenues from operations, expected profits etc.
- l) The shopping mall / arcade built should be as per industry standards.

### **6.3 Declaration of Functional Shopping mall / arcade**

- m) Successful bidder has to obtain a certificate of 'ready to operate' from MIPDCO after completion of construction and development of shopping mall / arcade.

### **6.4 Transfer of Land for Shopping mall / arcade**

- n) Transfer permission will be granted only after making the shopping mall / arcade functional (certificate of functional should have been obtained from MIPDCO). For this, the application must be submitted to the Managing Director of MIPDCO in the requisite format.
- o) Transfer will only be allowed after making full payment of all dues if any.
- p) In case the successful bidder wants to transfer the land or shopping mall arcade in the name of some other agency, it can do so only with the permission of MIPDCO. The MIPDCO will charge 5% of the total value of land & building calculated at the prevailing rates of allotment as transfer charges on every transfer. The same will have to be borne by the current allottee. In case the successful bidder wants to surrender the land and building to MIPDCO during the tenure of the lease, it can do so. However the lease charges will be forfeited.

## 6.5 Other Key Terms and Conditions

- q) This is sole responsibility of winning bidder is to arrange the funds for Capex and Opex for building and operating of shopping mall / arcade after land hand over by MIPDCO.
- r) Successful bidder shall ensure compliance with all building by-laws set by local authorities like FAR, Maximum Allowable Height of Building, Set – Backs etc.
- s) MIPDCO reserves the right to conduct further rounds of Silent Auction in case two or more bids are within 10% of highest bid. However, the same is not binding on MIPDCO.
- t) Execution of the lease deed is essential within 3 months of the date of auction / allotment. An extension of 1(one) month can be granted on payment of a penalty equal to 2% of the total auction value of land. In case the lease deed has not been executed even on the expiry of 3 months, allotment of plot will be cancelled, and fresh bids initiated. In such a case, any money submitted by the successful bidder (in this process) shall stand forfeited, however, the PBG shall be returned after deducting penalties under the terms of this document.
- u) The date of execution of lease deed shall be deemed as the date of handing over possession of the land.
- v) In case of any change in consortium members, type of company (Partnership, Pvt Ltd etc.), a prior approval shall be taken from MIPDCO along with desired documents.
- w) Any Mortgage of land or functional shopping mall / arcade by the successful bidder shall be allowed if all interests of MIPDCO are protected. To this reason, any mortgage shall be done with the prior written consent of MIPDCO. In case of any violation of this provision, MIPDCO shall cancel the lease, and all money deposited by the successful bidder shall stand forfeited.
- x) MIPDCO reserves the right to conduct road shows in major cities of India to attract investors / bidders.

- y) Land allotment is subjected to an approval from Board of Approval to bring winning bidder as a Co – Developer of IT SEZ.
- z) Other conditions are as follows
  - a. Any default by the bidder in respect of tender terms and conditions will lead to rejection of the bid and forfeiture of EMD.
  - b. MIPDCO reserves the right to (a) reject any / all proposals without assigning any reasons thereof, b) relax or waive any of the conditions stipulated in this IFB document as deemed necessary in the best interest of the MIPDCO and the objective of the scheme without assigning any reasons thereof and c) include any other item in the Scope of work at any time after consultation in the pre-proposal meeting or otherwise.
  - c. MIPDCO reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

## **7 Roles and Responsibilities of MIPDCO**

- a) MIPDCO will assist the successful bidder in obtaining all regulatory clearances and hook – up connection to all utilities like water, electricity, data connectivity, sewage and drainage systems etc. However overall responsibility will remain with successful bidder.
- b) Overall responsibilities of engineering, procurement, construction, commissioning and operation of shopping mall / arcade shall be of the successful bidder. However, the successful bidder is required to obtain a “No Objection Certificate” from MIPDCO for detail layout and engineering of shopping mall / arcade, before commencement of any construction activities. This is to ensure the consistency of the shopping mall/arcade building with the overall architecture and layout of SEZ. It is, therefore, recommended that successful bidder shall consult / liaison with MIPDCO (or any agency appointed by MIPDCO) during the design process.
- c) MIPDCO reserves the rights to block any feature of shopping mall / arcade (including name and branding etc.) In case MIPDCO is of the opinion that said feature will be in

conflict with the interest of IT SEZ/ State of Manipur / India. The decision of MIPDCO shall be final and binding in this regard.

- d) MIPDCO also reserves the rights to terminate the lease, in case of severe lapses by the winning bidder in constructing / developing / operating the proposed facility.
- MIPDCO and the successful bidder will strive to resolve differences, if any, through mutual dialogue. However, in case such dialogues fail, the following shall be the order of escalation:-Mutual discussion between the CEO/ Chairman of the successful bidder and board of directors (through its nominees) of MIPDCO.
  - Arbitration (as per the prevalent laws of India).
  - In case judicial intervention is deemed necessary, the same shall be only admissible in the competent courts of Imphal, Manipur.

Details of lease terms and conditions shall be incorporated in lease deed. Lease deed, as finalised by MIPDCO, would be executed post selection of the successful bidder.

## **8 Instructions to the bidders**

### **8.1 General Guidelines**

#### **8.1.1 Completeness of Response**

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the IFB documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the IFB documents with full understanding of its implications.
- b) The response to this IFB should be full and complete in all respects. Failure to furnish all information required by the IFB documents or submission of a bid not substantially responsive to the IFB documents in every respect will be at the Bidder's risk and may result in rejection of its proposal and forfeiture of the bid EMD.

#### **8.1.2 Bid Preparation Costs**

- a) The bidder is responsible for all costs incurred in connection with participation in this bid process, including, but not limited to, costs incurred in conduct of informative and

other due diligence activities, travel to and participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by MIPDCO to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. MIPDCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- b) This IFB does not commit MIPDCO to award a contract or to engage in related negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- c) All materials submitted by the bidder become the property of MIPDCO and may be returned completely at its sole discretion.

## **8.2 Pre-Bid Meeting**

### **8.2.1 Pre-Bid Meeting**

MIPDCO will hold a pre-bid meeting with the prospective bidders as per the details provided on Section 1(Information for Bidders). This pre-bid meeting can be held in Imphal or any other place notified by MIPDCO.

### **8.2.2 Bidder Inquiries and MIPDCO Responses**

- a) All enquiries / clarifications from the bidders, related to this IFB, must be sent to the contact details mentioned in the "Information for Bidders".
- b) MIPDCO will endeavour to provide a full, complete, accurate, and timely response to all questions. However, MIPDCO make no representation or warranty as to the completeness or accuracy of any; neither MIPDCO nor its response undertakes to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all prospective bidders and posted on MIPDCO / DIT, GoM portal.
- c) No request for clarification from any bidder will be entertained after the last date for queries / clarifications as mentioned in Section 1(Information for Bidders).

### **8.2.3 Amendment(s) to IFB Document**

- a) At any time prior to the last date for receipt of bids, MIPDCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the IFB Document by an amendment.
- b) In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, MIPDCO may, at its sole discretion, extend the last date for the receipt of bids.

### **8.2.4 Supplemental Information to the IFB**

If MIPDCO deems it appropriate to revise any part of this IFB or to issue additional data to clarify an interpretation of provisions of this IFB, it may issue supplements to this IFB. Any such corrigendum shall be deemed to be incorporated by this reference into this IFB.

### **8.3 MIPDCO's Right to Modify Submission Deadline**

MIPDCO may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of proposals by issuing a corrigendum, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **8.4 MIPDCO's Right to Terminate the Process**

- a) MIPDCO may terminate the bid process at any time and without assigning any reason. MIPDCO makes no commitments, explicit or implied that this process will result in a business transaction with anyone.
- b) This IFB does not constitute a contracting offer by MIPDCO. The bidder's participation in this process may result in MIPDCO selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MIPDCO to execute a contract or to continue negotiations. MIPDCO may terminate negotiations at any time without assigning any reason whatsoever.

## **8.5 Earnest Money Deposit (EMD)**

- a) Bidders shall submit the EMD of Rs 2 Cr (rupees two crores) in the form of a BG. EMD in any other form shall not be entertained. The scanned copy of the Bank Guarantee needs to be uploaded along with the response to the IFB.
- b) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- c) Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible.
- d) The EMD may be forfeited:
  - i) If a bidder withdraws his bid or increases his quoted prices during the period of bid validity; or
  - ii) In the case of a successful bidder, if the bidder fails to sign the contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the IFB.
- e) Bids submitted without adequate EMD will be liable for rejection

## **8.6 Submission of Bids**

The bidders should submit their offers in the format given in this document along with all required documents defined under clause 3 and 4 of this IFB. Bid document shall be uploaded at <https://manipur tenders.gov.in>

### **8.6.1 Documents Comprising the Bid**

The bids prepared by the Bidder shall comprise of the following:

- a) Cover letter along with a power of attorney authorising the bidder to sign/ execute the bid on behalf of the company, as a binding document and also execute all relevant agreements forming part of the IFB (Refer Form 1).
- b) EMD : In the form of Bank Guarantee for Rs 2 Cr (rupees Two Crores only.). Refer Form 4. Scanned copy of EMD and Demand Draft towards tender fee should be uploaded along with other documents and hard copy to reach OSD (IT), GoM before the last date of submission

- c) All relevant documents required as evidence of meeting eligibility criteria.
- d) Firm Details of the bidding entity (Refer Form 2). In case of consortium, similar details for all members have to be submitted, however, all eligibility criteria must be met by the lead bidder.
- e) Construction business or shopping mall / arcade business turnover auditor certificate
- f) Project Experience (Refer Form 3)
- g) Financial Bid (Refer Form 5)

### **8.7 MIPDCO's Rights to Accept / Reject any or all bids**

MIPDCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to auction of land, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for MIPDCO's action.

### **8.8 Performance Bank Guarantee**

Within 15 days of the winning auction, successful bidder has to submit Performance Bank Guarantee of 10% of the final auction value in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Scheduled Bank, which is valid up to payment of last instalment of auction value and applicable to an extension periods as may be mutually accepted. The PBG will be released within 6 months after full and final payment of the auction value to MIPDCO.

### **8.9 Evaluation Process**

#### **8.9.1 Bid Evaluation Committee**

- a) The Tender Evaluation Committee (TEC) constituted by the GoM/MIPDCO shall evaluate the tenders.
- b) The decision of the TEC in the evaluation of the bids shall be final and binding. Bid evaluation is to ensure that the bidder meets the requirements as outlined in the IFB Document. No correspondence will be entertained outside the process of negotiation/discussion within the committee.

- c) TEC will evaluate and compare the bids determined to be substantially responsive.
- d) Post the determination of bids that are eligible under the terms of this tender, the financial bids of the eligible bidders would be opened in the presence of representatives of all the bidders who are present.

#### **8.10 Silent Auction, Contract Finalisation and Award**

- a) MIPDCO reserve the right to conduct further rounds of Silent Auction in case two or more bids are within 10% of highest bid. However the same is not binding on MIPDCO.
- b) MIPDCO shall notify the successful bidder in writing by hand delivery, speed post or by fax, that its bid has been accepted.
- c) Until the lease deed is executed, the notification of allotment of land along with the complete IFB document including all annexure and appendices will constitute a binding contract between successful bidder and MIPDCO.

#### **8.11 Signing of Contract**

Within three months of MIPDCO notifying the successful bidder that its bid has been accepted, it shall execute the lease deed with the successful bidder.

#### **8.12 Disqualification**

MIPDCO may at its sole discretion and at any time during the evaluation of bids, disqualify any respondent/bidder, if the agency:

- a) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years
- c) Submitted a bid that is not accompanied by required documentation or is non-responsive
- d) Failed to provide clarifications related thereto, when sought
- e) Submitted more than one bid (as lead bidder or otherwise)

- f) Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.
- 2) The decision of MIPDCO shall be final and binding, and the affected party may not be allowed to render any clarifications thereafter.

#### **8.13 Refund of EMD and Submission of Performance Bank Guarantee**

- a) EMD will be refunded as follows
  - i. In the case of those bidders whose bids do not qualify, the EMD will be refunded without any interest accrued within one month of the acceptance of Tender Evaluation Committee's (TEC) recommendations.
  - ii. For the successful bidder, the EMD will be refunded subsequent to submission of performance bank guarantee and subject to entering into a lease deed / contract.
  - iii. For other bidders, EMD will be returned within 15 working days of the declaration of successful bidder.

#### **8.14 Other Terms and Conditions**

- a) MIPDCO reserves the right to accept or reject any bid, to annul the entire bid process or reject all bids at any time prior to auction of land, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) the grounds for such decision.
- b) If at any stage of the tendering process or during the currency of the agreement, any suppression / misrepresentation of such information is brought to the knowledge of MIPDCO, then MIPDCO will have all rights to reject the bid or terminate the agreement, as the case may be, without any compensation to the bidder.
- c) The bidder shall be deemed to have complied with all clauses in this IFB. Evaluation shall be carried out on the information available in the bid.

### **8.15 Conditions of Contract**

The lease deed would be signed between MIPDCO and the successful bidder. The draft lease deed will be shared with the successful bidder only.

## 9 Forms

### 9.1 Form1-Cover Letter to submit bid in response to IFB Notice

*(To be submitted on letter head of the responding firm)*

{Place}

{Date}

To

Officer on Special Duty (IT),  
Department of Information Technology,  
4<sup>th</sup> Floor, West Block, New Secretariat,  
Imphal West - 795001

Ref: IFB Notification no \_\_\_\_\_ dated \_\_\_\_\_

Subject: Submission of proposal in response to the **IFB for auction of land for construction, development, commissioning and operation of a shopping mall / arcade at IT SEZ in Mantripukhri, Imphal.** Tender No \_\_\_\_\_.

Dear Sir,

1. Having examined the IFB document, we, the undersigned, herewith submit our bid in response to your IFB no \_\_\_\_\_ dated \_\_\_\_\_ for participating in land auction for construction, development, commissioning and operation of a shopping mall / arcade at IT SEZ in Mantripukhri, Imphal, in full conformity with the said IFB document.
2. We have read the provisions of the IFB document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to.

3. We agree to abide by this proposal, consisting of this letter, the detailed response to the IFB and all attachments, for a period of **180 days** from the closing date fixed for submission of proposals as stipulated in the IFB document (or corrigendum released, if any).
4. The EMD of Rs. 2 Cr submitted by us in the form of a BG may be encashed if we do not submit the requisite Performance Guarantee as per the Contract amounting to <<>>, and our bid is rejected by MIPDCO.
5. We hereby furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the MIPDCO. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the IFB
6. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

Dated this      Day of 2014

(Signature)

Duly authorised to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp

Encl: Power of Attorney

## 9.2 Form 2 - Details of Bidding Entity

In case of consortium, detail of all members of consortium shall be furnished using the format below along with the agreement / MoU of consortium defining roles and responsibility of each member.

| Details of the Organisation / Consortium                                                                                                                                                                                                              |            |          |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------|
| Name                                                                                                                                                                                                                                                  |            |          |          |
| Lead bidder of consortium                                                                                                                                                                                                                             |            |          |          |
| Nature of the legal status in India                                                                                                                                                                                                                   |            |          |          |
| Nature of business in India                                                                                                                                                                                                                           |            |          |          |
| Date of Incorporation                                                                                                                                                                                                                                 |            |          |          |
| Date of Commencement of Business                                                                                                                                                                                                                      |            |          |          |
| Address of the Headquarters                                                                                                                                                                                                                           |            |          |          |
| Address of the Registered Office in India                                                                                                                                                                                                             |            |          |          |
| Name and mobile number of the Contact Person                                                                                                                                                                                                          |            |          |          |
| Turnover (in Rs Crores) from Construction, development and operations of commercial projects in India. Auditors certificate showing consulting turnover for the last three (3) years (FY 10-11, 11-12, 12-13) of more than 100 crores to be submitted | FY 10 - 11 | FY 11-12 | FY 12-13 |
|                                                                                                                                                                                                                                                       |            |          |          |
| Other Relevant Information                                                                                                                                                                                                                            |            |          |          |

Similar details have to be provided for all the bidders in case of consortium.

### 9.3 Form 3 - Details of Experience of Responding Firm

Using a suitable format, the responding firm should provide information on the similar assignments as required for bid. Project experience showcased should be a construction, development, commissioning and operation of commercial projects of similar nature.

|   |                                       |  |
|---|---------------------------------------|--|
| 1 | Name of the project and location      |  |
| 2 | Equity owner details                  |  |
| 3 | Year of completion                    |  |
| 4 | Last three years revenue              |  |
| 5 | Plot Area                             |  |
| 6 | Built up area                         |  |
| 7 | Contact details of the representative |  |
| 8 | Other details (please add rows)       |  |

#### 9.4 Form 4A – Format of Bank Guarantee for EMD

*From a Scheduled Bank only*

To,

Officer on Special Duty (IT),  
Department of Information Technology,  
4<sup>th</sup> Floor, West Block, New Secretariat,  
Imphal West - 795001

Whereas <<name of the responding firm>> (hereinafter called 'the Respondent') has submitted its proposal dated <<date of proposal>> in response to the IFB notice no: <<IFB no.>> Imphal, <<IFB notice date>> for 'Auction of land for construction, development, commissioning and operation of shopping mall/arcade at IT SEZ in Mantripukhri, Imphal' (hereinafter called "the Proposal") to <<name of the Client>> and whereas it has been stipulated by you in the said contract that the applicant/bidder/purchaser shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the MIPDCO in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to MIPDCO, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by MIPDCO during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to MIPDCO up to the above amount upon receipt of its first written demand, without the MIPDCO having to substantiate its demand, provided that in its demand MIPDCO will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## 9.5 Form 4B – Format of Performance Bank Guarantee

*From a Scheduled Bank only*

### PERFORMANCE SECURITY: \_\_\_\_\_

Whereas <<name of the responding firm>> (hereinafter called 'the Respondent') has submitted its proposal dated <<date of proposal>> in response to the IFB notice no: <<IFB no.>> Imphal, <<IFB notice date>> for 'Auction of land for construction, development, commissioning and operation of a shopping mall/arcade at IT SEZ in Mantripukhri, Imphal' (hereinafter called "the Proposal") to <<name of the Client>> and whereas it has been stipulated by you in the said contract that the applicant/bidder/purchaser shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

KNOW ALL MEN by these presents that WE <<name of the Bank>> (hereinafter called "the Bank") having our registered office at <<address of Registered Office>> are bound unto the <<name of the Client>> (hereinafter called "the Purchaser") in the sum of <<amount in figures and words>> for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ---- day of <<month>> 2014.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the purchaser, upto a total of <<amount in figures and words>> and we undertake to pay you, upon your first written demand declaring the purchaser to be in default under the contract and without cavil or argument, any sum or sums within the limits of <<amount in figures and words>> as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demand the said debt from the applicant/purchaser before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the applicant/purchaser shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until <<validity date>>

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed <<amount in figures and words>>
- II. This bank guarantee shall be valid upto <<expiry date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<expiry date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## 9.6 Form 5 – Format for Financial Bid

*(To be submitted on letter head of the responding firm)*

{Place}

{Date}

To

Officer on Special Duty (IT),  
Department of Information Technology,  
4<sup>th</sup> Floor, West Block, New Secretariat,  
Imphal West - 795001

Ref: IFB Notification no \_\_\_\_\_ dated \_\_\_\_\_

Subject: Submission of proposal in response to the **IFB for auction of land for construction, development, commissioning and operation of a shopping mall / arcade at IT SEZ in Mantripukhri, Imphal.** Tender No \_\_\_\_\_.

Dear Sir,

Having examined the IFB document, we, the undersigned, herewith submit our bid in response to your IFB no \_\_\_\_\_ dated \_\_\_\_\_. Our final quotation is Rupees \_\_\_\_\_ Crores (Rupees \_\_\_\_\_ Crores only(in words)), excluding all taxes and duties to buy the land (\_\_\_\_\_ Hectares) on lease for construction, development, commissioning and operation of a shopping mall / arcade at IT SEZ in Mantripukhri, Imphal East, Manipur.

Dated this      Day of 2014

(Signature)

Duly authorised to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp

Encl: Power of Attorney