

Government of Manipur

Department of Tourism



**Bid Document for Lease-cum-Development
of Hotel Imphal, Government Oil Depot, North AOC, Directorate of Tourism
Building and Kabo Leikai.**

Volume I of II: Request for Proposal

September, 2014

North A.O.C., Imphal-795001

**Summary - Leasing of Hotel Imphal Properties in the State of Manipur on Upgrade,
Develop, Operate, Manage and Transfer basis.**

- 1. Development Mode** - Public Private Partnership (PPP) on Upgrade, Develop, Operate, Maintain and Transfer basis.
- 2. Lease Period** – The lease period would be initially for a period of 10 (Ten) years which can be extended for a period of 10 (Ten) years at a time up to maximum total period of 30 (Thirty) years, on proper evaluation of the performance of the Lease and on the shall be for 30 (Thirty) years & there shall be review by Department of Tourism at the Terms & Condition to be mutually decided between the Government and the Lessee. Subject to the condition that the Operator shall qualify all the following parameters.
 - a. Fulfillment of minimum development plan.
 - b. Use of the property for the purpose for which it is meant.
 - c. Confirmation of the maintenance standard.
 - d. Timely payment of annual fees.
- 3. Lease Rental:**
 - a. **Minimum Upfront Fee – Non-refundable (Rs. 5.00 Crores)**
 - b. **Minimum Annual fee – Rs. 60.00 lakhs to be increased once every two years as per wholesale price index (5% of the upfront fee per month)**
- 4. Bid Parameter** – Highest Upfront Fee.
- 5. Bid Document Fee** – Rs. 10,000/- (Rupees ten thousand only) – DD in favour of “The Director, Department of Tourism” payable at “Imphal”.

6. Bidding schedule:

Sl. No.	Information	Details
1.	Last date & Time for submission of Pre-Bid Queries for Clarification	3:00 PM, 2 nd September, 2014 E-mail: rachelnlmguite@gmail.com
2.	Release of response to clarifications	9 th September, 2014
3.	Bid validity period	90 days from the last date (deadline) for submission of proposals
4.	Last date, Time (Deadline) and website for submission of Technical & Financial Bids	3:00 PM, 17 th October, 2014 Website: www.manipurtenders.gov.in
5.	Opening of Technical Bids	11:00 AM, 20 th October, 2014

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Department of Tourism*

6.	Presentation by the Bidders before the Government	(To be decided & uploaded)
7.	Opening of Financial Bids	3:00 PM, 27 th October, 2014 At office of Principal Secretary (Tourism), Government of Manipur
8.	Contact person for queries	Rachel N. Guite, Deputy Director (Tourism), Manipur E-mail: rachelnlmquite@gmail.com
9.	Website where proposal in response to RFP Notice is to be uploaded	www.manipurtenders.gov.in

7. Eligibility Criteria

- i. **Minimum Net worth (for the last financial year) – Rs. 10 (Ten) Crores**
- ii. **Minimum Turn Over (for the last financial year) – Rs. 1.0 (One) Crore**
- iii. **Minimum experience for operating a 3 star Hotel – 3 (Three) years**

8. Bid Security & Performance Security: The bid security will be Rs. 5.00 lakhs and Performance Security will be Rs. 10.00 lakhs. The bid security and performance security shall be submitted by way of D.D. favoring **"The Director, Department of Tourism, Government of Manipur"**, payable at **"Imphal"**.

9. Minimum Development Plan: The Bidders are required to renovate the property and are allowed to make additions to the infrastructure subject to the condition that the same is utilized for tourism purpose. Minimum development has been prescribed which the selected bidder is bound to undertake.

Name of Property	Minimum Development Requirement	Scheduled Implementation Completion Date
Hotel Imphal, including land under Government Oil Depot, North AOC, Directorate of Tourism Building and including land acquired at Kabo Leikai.	Up gradation and Operation of existing facilities.	2 (Two) years from Appointed Date.

NB: the above is only indicative and given for better understanding of the potential bidders. The condition laid in the RFP and Lease cum Development Agreement is conclusive and binding on the bidders.

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Disclaimer & Confidentiality

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Applicant(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Tourism, Manipur (DOT) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DOT to the prospective Bidders. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal i.e. General Documents, and Financial Bids (the "**Proposal**") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DOT in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DOT, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

DOT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. DOT, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

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Department of Tourism*

DOT also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DOT may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. DOT may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

The issue of this RFP does not imply that DOT is bound to select a Bidder or to appoint the Selected Bidder or Selected Bidder, as the case may be, for the Project and DOT reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DOT or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DOT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Annual Lease Rental	As defined in Clause 11.4
Appointed Date	As defined in Clause 10.1
Balance Financial Eligibility	As defined in Clause 9.3.6
Bid or Financial Bid	As defined in Clause 1.5
Bidder(s)	As defined in Clause 2.2
Bidding Documents	As defined in Clause 2.2
Bid Due Date	As defined in Clause 2.7 read with Clause 6.3
Bid Security	As defined in Clause 7.1.1
Bid Proposal or Proposal	As defined in the Disclaimer
Bidding Process	As defined in Clause 2.1
Bid Validity Period	As defined in Clause 2.3
Bid Eligibility Criteria	As defined in Clause 4
Lease cum Development Agreement (LDA)	As defined in Clause 1.3
Lease Period	As defined in Clause 10.1
Letter of Award (LoA)	As defined in Clause 9.4.1
DOT	As defined in Clause 1.1
Performance Security	As defined in Clause 12.1.2
Project	As defined in Clause 1.1
Selected Bidder	As defined in Clause 9.1.1
Tie Bidder	As defined in Clause 9.3.9
Upfront Payment	As defined in Clause 9.3.4

The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein; and the words with capital letters not defined in this RFP shall have bear the meaning as ascribed to it in the Lease cum Development Agreement or any other Bidding Document.

1 INTRODUCTION

- 1.1 The Department of Tourism (DoT) operates Hotel Imphal at North AOC, Imphal, Manipur with the objective of providing upgraded facilities to users, promoting tourism and unlocking the commercial value of this property, Department of Tourism proposes to Develop, Upgrade, Operate, Manage & Transfer **Hotel Imphal, Government Oil Depot, North AOC, Directorate of Tourism Building and Kabo Leikai** through Public Private Partnership by leasing them on Upgrade, Develop, Maintain, Manage and Transfer basis (the "**Project**").
- 1.2 DOT proposes to lease Hotel Imphal on an "as-is where is" basis to a private player for implementation of the Project. The details of Hotel Imphal are provided in **APPENDIX I – PROPERTY DETAILS**. The Selected Bidder shall be responsible for implementing the Project for Hotel Imphal under, and, in accordance with the provisions of the Lease cum Development Agreement (the "**Lease cum Development Agreement**" or "**LDA**") to be entered into between DOT and the Selected Bidder in the format provided by DOT. DOT will grant the Selected Bidder the Lease for Hotel Imphal for a specified time period (the "**Lease Period**").
- 1.3 The Financial Bid (the "**Financial Bid** or **Bid**") should be submitted along with the Proposal.
- 1.4 The LDA shall set forth the detailed terms and conditions for the grant of the Lease to the Selected Bidder, including the scope of the Selected Bidder's services and obligations. At the end of the Lease Period, the Project Facility (as defined in the LDA), including all developments carried out by the Lessee and the assets provided by DOT shall revert back to DOT, free of cost and free of all encumbrances.
- 1.5 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder set forth in the Lease cum Development Agreement or DOT's right to amend, alter, change, supplement or clarify the scope of work, the Lease to be awarded pursuant to this RFP or the terms thereof contained herein. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by DOT.

2 BRIEF DESCRIPTION OF BIDDING PROCESS

- 2.1. DOT has adopted a single-stage process (referred to as **the "Bidding Process"**) for selection of Bidder for the Project.
- 2.2. Applicants (the **"Bidders"**) are being called upon to submit their Proposal pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by DOT as part of this Bidding Process (collectively the **"Bidding Documents"**), as modified, altered, amended and clarified from time to time by DOT, and all Proposals shall be prepared and submitted in accordance with such terms.
- 2.3. The Proposal shall be valid for a period of not more than 12 (twelve) months from the Bid Due Date (the **"Bid Validity Period"**) or for any extended period agreed to by the Bidder. DOT reserves the right to reject the Proposal which does not meet this validity requirement. Further details of the Bidding Process and the terms thereof are spelt out in this RFP.
- 2.4. The Bidders are required to meet the Eligibility Criteria given in Clause 4. The Bidders may be single applicants or consortia. In case the Bidder is a consortium, the Bidder will additionally need to meet the requirements specified in Clause 3.
- 2.5. No associate, subsidiary or a group company of the Bidder will be permitted to bid for the project.
- 2.6. Any queries or request for additional information concerning this RFP shall be submitted in e-mail within the time frame provided in Clause 2.7 below, to the officer designated in Clause 6.2.5 . For the purpose of site visits, Bidders are required to contact the above officer during the period indicated for the joint site visit in the table below. The communication shall clearly bear the following in the subject line:

"Queries / request for additional information: RFP for "-----".

2.7. DOT shall endeavour to adhere to the following schedule:

Sl. No.	Information	Details
1.	Last date & Time for submission of Pre-Bid Queries for Clarification	3:00 PM, 2 nd September, 2014 E-mail: rachelnlmquite@gmail.com
2.	Release of response to clarifications	9 th September, 2014
3.	Bid validity period	90 days from the last date (deadline) for submission of proposals
4.	Last date, Time (Deadline) and website for submission of Technical & Financial Bids	3:00 PM, 17 th October, 2014 Website: www.manipurtenders.gov.in
5.	Opening of Technical Bids	11:00 AM, 20 th October, 2014
6.	Presentation by the Bidders before the Government	(To be decided & uploaded)
7.	Opening of Financial Bids	3:00 PM, 27 th October, 2014 At office of Principal Secretary (Tourism), Government of Manipur
8.	Contact person for queries	Rachel N. Guite, Deputy Director (Tourism), Manipur E-mail: rachelnlmquite@gmail.com
9.	Website where proposal in response to RFP Notice is to be uploaded	www.manipurtenders.gov.in

3. CONSORTIUM RELATED MATTERS

3.1. A Consortium shall be eligible for consideration subject to the conditions set out below.

- i. The number of members in a consortium can be a maximum of 2 (two).
- ii. The Proposal should contain information required for each member of the Consortium.
- iii. The parties to a Consortium shall be required to form a Special Purpose Company (the "**SPC**"), incorporated under the Indian Companies Act, 1956, in due course. The SPC shall execute the Project if awarded to the Consortium.
- iv. The Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**") who shall be the point of contact throughout the Bidding Process. The Lead Member should be a member who meets at least one of the financial eligibility criteria given at clause 4.1.2. In addition, if the Bidder is meeting Eligibility Criteria as specified in Clause 4.1.2, the consortium member meeting the Technical Eligibility Criteria

should have a minimum equity share of 26% in the SPC from the date of commencement of commercial operations as defined in the LDA.

- v. The Lead Member shall have an equity share of at least 51% (fifty one per cent) in the SPC from the date of commencement of commercial operations as defined in the LDA and a minimum equity share of 26% in the Consortium from the above date. The nomination(s) shall be supported by a Power of Attorney duly attested by a Public Notary/Oath Commissioner, as per the format provided at Appendix –V in the RFP, signed by all the other members of the Consortium.
- vi. The minimum shareholding for the consortium members in the SPC shall not be permitted to go below 5% during the Lease Period as prescribed in the LDA.
- vii. The Bidder should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations.
- viii. An individual Bidder cannot be a member of any Consortium bidding for the same project.
- ix. Members of the Consortium shall enter into a binding Agreement (the “**Joint Bidding Agreement**”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
 - a. convey the intent to form an SPC in accordance with this RFP, with shareholding / ownership equity commitment(s) and that the SPC would enter into the LDA and subsequently carry out all the responsibilities as the Lessee, in case the Project is awarded to the Consortium;
 - b. Clearly outline the proposed roles and responsibilities of each member at each stage;
 - c. commit the minimum equity stake to be held by each member; and
 - d. include a statement to the effect that all members of the Consortium shall, till such

time they incorporate an SPC and provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms of the LDA

A copy of the Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement entered into between the members of the Consortium should be applicable to the Project bid for by the Consortium and should fulfil the above requirements, failing which the Bid shall be considered Non-Responsive.

3.2. Change in Composition of Consortium

3.2.1 For a Project, if change in composition of the Consortium occurs before execution of the Lease cum Development Agreement and after declaration of the Consortium as the Selected Bidder, the Bid of the Consortium for the Project will become Non-Responsive. In such an event, DOT shall appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to DOT for, inter alia, time, cost and effort of DOT, without prejudice to any other right or remedy that may be available to DOT hereunder or otherwise. DOT can exercise its discretion to commence negotiations with the second highest bidder for the Project or cancel the Bidding Process for the Project.

3.2.2 If change in composition of the Consortium occurs after execution of the Lease cum Development Agreement of a Project, within the period specified above, it would be deemed to be a breach thereof, and the LDA for the Project shall be liable to be terminated without DOT being liable in any manner whatsoever to the Lessee. In such an event, notwithstanding anything to the contrary contained in the LDA, DOT shall appropriate the Performance Security for the Project, as mutually agreed genuine pre-estimated compensation and damages payable to DOT for, inter alia, time, cost and effort of DOT, without prejudice to any other right or remedy that may be available to DOT hereunder or otherwise.

4. Eligibility Criteria:

4.1. The Bidders should meet the Eligibility Criteria given below:

4.1.1. TECHNICAL ELIGIBILITY CRITERIA

- i. Bidders should be an income tax payee and free from encumbrance.
- ii. Bidders should either be an owner for the last 3 financial years or an operator for the last 3 financial years of a 3 Hotel with appropriate trade license.

4.2. Financial Eligibility Criteria

- i. Bidders should have a minimum Net Worth (for the last Financial Year) of Rs. 10 Crores
- ii. Bidders should have a minimum average Annual Turnover (from the last three financial years) from Hotel business of Rs 1 Crore.

5 INSTRUCTIONS TO BIDDERS

5.1 General terms of bidding

- 5.1.1 Notwithstanding anything to the contrary contained in this RFP, the detailed terms prescribed in the Lease cum Development Agreement (LDA) specific to the Project shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the LDA.
- 5.1.2 All Bidders are required to submit their Proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency, the format in which Bidders have to specify the fundamental aspects of their Proposal has been outlined in this RFP.
- 5.1.3 Submission of the Proposal in response to this RFP would have to be uploaded through the portal in one single document made in three separate covers as indicated below:
 - Part 1 Submission: Appendix IV & XII
 - Part 2 Submission: Technical Roadmap
 - Part 3 Submission: Financial Proposal & Presentation
 - The presentation should include
 - ✓ New Concept & attractive aesthetic
 - ✓ Additional features (e.g.: use of Non-Conventional energy)
 - ✓ Promoting Green/eco-friendly environment

- ✓ Customer centric features
- ✓ Details of facility (e.g.: Tour guide⁴, parcel of items purchased by customers to their homes with nominal charges, etc.)
- ✓ Advertising locally & Nationally (Ideas & approach)

5.1.4 Components of the proposal are enumerated below;

- Tender Fee of Rs. 10,000 (Rupees ten thousand only) **for the Project being bid for by the Bidder** - in the form of a Demand Draft in the name of the Director Tourism, DOT payable in Imphal and drawn on any Scheduled Commercial Bank.

Scanned copies of the following documents are to be uploaded:

- Covering letter in the format provided in APPENDIX III - FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING
- General Information of the Bidder in the format provided in APPENDIX IV
- Bid Affidavit in the format provided in APPENDIX V – FORMAT OF BID AFFIDAVIT
- Bid undertaking in the format provided in APPENDIX VI – FORMAT OF BID UNDERTAKING
- Anti-Collusion Certificate in the format provided in APPENDIX VII – ANTI-COLLUSION CERTIFICATE
- Power of Attorney for the Lead Member of Consortium as specified in the format in APPENDIX VIII – POWER OF ATTORNEY FOR THE LEAD MEMBER OF CONSORTIUM
- Letter of Commitment from the Bidder as per the format in APPENDIX IX
- FORMAT OF LETTER OF COMMITMENT
- Commitment to the Minimum Project Requirements (as per the Draft LDA) in the format as specified in APPENDIX X - COMMITMENT TO THE MINIMUM PROJECT REQUIREMENTS
- Bank Guarantee for Bid Security in the format provided in APPENDIX XI- FORMAT OF

BANK GUARANTEE FOR BID SECURITY

- Part 2 Submission: Technical Roadmap with deliverables.
- Part 3 Submission:
 - Financial Bids in the format provided in APPENDIX XIII – FORMAT FOR FINANCIAL BID.

5.1.5 Any condition or qualification for any stipulation contained in the Proposal for the Project shall render the bid for that particular Project liable to rejection as a Non-Responsive bid.

5.1.6 The Proposal and all communications in relation to or concerning the Bidding Documents and the Proposal shall be in English language.

5.1.7 The Bidding Documents including this RFP and all attached documents are and shall remain the property of DOT and are issued to the Bidders solely for the purpose of preparation and submission of their Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Proposal and any information provided along therewith by the Bidder within the Bid Due Date shall become the property of DOT and DOT shall not return the same to any Bidder.

5.1.8 This RFP along with its Appendices is not transferable.

5.1.9 Any award of Lease for any Project pursuant to this RFP shall be subject to the terms of the Bidding Documents.

5.2 **Cost of bidding**

5.2.1 The Bidders shall be responsible for all costs associated with preparation of their Proposals and their participation in the Bidding Process. DOT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.3 **Site visit and verification of information**

5.3.1 Bidders are encouraged to submit their respective Proposals after visiting the Project Site and ascertaining for themselves the site and property conditions, soil characteristics, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

5.3.2 It shall be deemed that by submitting a Proposal, the Bidder has:

- Made a complete and careful examination of the Bidding Documents. Failure to comply with the requirements of the RFP shall be at the Bidder's own risk
- Received all relevant information requested from DOT
- Acknowledge and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of DOT relating to any of the matters referred to in Clause 5.3.1 above
- Satisfied itself about all matters, things and information including matters referred to in Clause 5.3.1 hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 5.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DOT, or a ground for termination of the LDA for any Project
- Agreed be bound by the undertakings provided by it under and in terms hereof

5.3.3 DOT shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by DOT.

5.4 Right to accept or reject any or all bids

5.4.1 Notwithstanding anything contained in this RFP, DOT reserves the right to accept or reject any bid, and to annul the Bidding Process, and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

5.4.2 DOT reserves the right to reject bid for any Project and appropriate the Bid Security for that Project and en-cash the bank guarantee as per the provisions of Clause 7.1.7.

5.4.3 Any misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposal and the financial bids have been opened and the Selected Bidder for a Project gets disqualified / rejected, then DOT reserves the right to:

- Invite the remaining Qualified Bidders who had bid for the Project and whose Financial Eligibility Criteria has not been exhausted as per the process followed in Clause 9.3 to submit Bids
- Take any such measure as may be deemed fit in the sole discretion of DOT, including annulment of the Bidding Process

DOT shall also have the right to appropriate the Bid Security or the Performance Security as the case may be, for selected or all Projects, in the event of misrepresentation by the Bidder(s).

5.4.4 In case it is found during evaluation or at any time before signing of the LDA for a Project or after its execution and during the period of subsistence thereof, that one or more of the Eligibility Criteria for the project has/have not been met by the Bidder or the Bidder has made material misrepresentation or has given materially incorrect or false information,

- The Selected Bidder shall be disqualified forthwith for that Project, if not yet appointed by issue of LoA.
- If the Selected Bidder has already been issued LoA for a Project and the Selected Bidder has signed the LDA with DOT for that Project, the LDA shall be terminated, by a communication in writing by DOT to the Selected Bidder.

In such an event, DOT shall appropriate the Bid Security or Performance Security for the Project, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DOT for, inter alia, time, cost and effort of DOT, without prejudice to any other right or remedy that may be available to DOT under this RFP or law.

- 5.4.5 DOT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of DOT to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DOT there under.

5.5 Clarifications

- 5.5.1 To facilitate evaluation of Proposals, DOT may at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. The request for such clarifications or substantiation and the response shall be in writing or by facsimile. No material change in the Proposal would be permitted by way of such clarification / substantiation submitted by the Bidder.
- 5.5.2 However, DOT reserves the right not to respond to any question or provide any clarification or consider any amendment(s) suggested by the Bidders, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring DOT to respond to any question or to provide any clarification or consider any amendment suggested by the Bidders.
- 5.5.3 DOT may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. Verbal clarifications and information given by DOT or its employees or representatives shall not in any way or manner be binding on DOT.
- 5.5.4 Bidders may note that subject to the provisions of Clause 5.5.3 above, DOT will not entertain any deviations to the RFP at the time of submission of Proposal or thereafter. Proposal to be submitted by the Bidder would have to be unconditional and unqualified and the Bidder would be deemed to have accepted the terms and conditions of this RFP and all its contents including the terms and conditions of the draft LDA. Any conditional Proposal shall be regarded as Non-Responsive and would be liable for rejection.

5.6 Amendment of RFP

- 5.6.1 At any time prior to the Bid Due Date, DOT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.
- 5.6.2 Any Addendum thus issued will be sent in writing or through e-mail and shall be binding on all Bidders.
- 5.6.3 In order to afford the Bidders a reasonable time for taking into account the contents of any Addendum, or for any other reason, DOT may, at its own discretion, extend the Bid Due Date by an appropriate period.

6 PREPARATION AND SUBMISSION OF PROPOSALS

6.1 Content, format, signing and submission of Proposals

- 6.1.1 Bidders should provide all information as per this RFP and in the specified format. DOT will evaluate only those Bids that are received in the required formats and are complete in all respects.
- 6.1.2 Each Proposal shall be submitted uploaded as specified in Clause 5.1.3 within the specified in Clause 6.2.4, containing documents / information as tabulated in Clause 5.1.4 and as mentioned in the Bid Schedule.

6.2 Bid Due Date

- 6.2.1 The Proposal should be submitted as per the Bid Schedule, in the manner and form as detailed in this RFP.
- 6.2.2 DOT may, at its sole discretion, extend the Bid Due Date by issuing an Addendum – in accordance with Clause 5.6 – uniformly to all Bidders.

6.3 Late Proposals

- 6.3.1 Proposals submitted after the end date will not be accepted by the system.

6.4 Modifications / substitution / withdrawal of Proposal or select Bids

- 6.4.1 No Proposal / Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 6.4.3 Any alteration / modification in the Proposal or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by DOT, shall be disregarded.

6.5 Rejection of Proposals / bids

- 6.5.1 DOT reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever. It is not obligatory for DOT to accept any Bid or to give any reasons for their decision.
- 6.5.2 DOT reserves the right not to proceed with the Bidding Process for the Project at any time, without notice or liability, and to reject any bid without assigning any reasons.

6.6 Validity of Proposal

- 6.6.1 The validity of the Proposal shall be as mentioned in Clause 2.3.

6.7 Bid opening

As per date given in the Bid Schedule.

6.8 Language and currency

- 6.8.1 The Proposal and all related correspondence and documents should be in the English language. Supporting documents and printed literature furnished with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposals, the English language translation shall prevail.

- 6.8.2 The currency for the purpose of the Proposal and Bid shall be Indian Rupees unless otherwise

stated.

6.9 Confidentiality

6.9.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising DOT in relation to or matters arising out of or concerning the Bidding Process. DOT will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. DOT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or DOT.

6.10 Correspondence with the Bidder

6.10.1 DOT shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of the Proposal or any Bid.

7 BID SECURITY

7.1 Bid Security

7.1.1 The Proposal shall be accompanied by a Bid Security, (the "**Bid Security**") of total value equal to Rs. 5.0 Lakhs (Five Lakhs Only).

7.1.2 Bid Security for the Project must be valid till the date of submission of Performance Security for Implementation Phase as defined in the LDA for that Project, and may be extended as per the directions of DOT from time to time. The Bid Security can either be through demand draft, payable in Imphal and drawn on any Scheduled Commercial Bank in India or in the form of a combined bank guarantee / separate bank guarantees for each Project being bid.

7.1.3 If the Bid Security is submitted in the form of a single demand draft and the amount is less than the total amount required as explained in Clause 7.1.1, DOT shall not consider the bids for the Projects, for which Bid Security is adequate, with Project Numbers considered in ascending order.

- 7.1.4 Bid Security of un-successful Bidders would be returned on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by DOT.
- 7.1.5 The Selected Bidder's Bid Security for the Project can be withdrawn upon the Selected Bidder furnishing the Performance Security in accordance with the provisions of the LDA for the Project. DOT may, at the Selected Bidder's option, adjust the amount of Bid Security for the above mentioned Project in the amount of Performance Security for the Project to be provided by the Selected Bidder in accordance with the provisions of the LDA for the Project.
- 7.1.6 DOT shall be entitled to appropriate and en-cash the Bid Security for the Project as mutually agreed genuine pre-estimated compensation / damages on occurrence of any of the events specified in this RFP including Clause 7.1.7 herein below and any related clauses in the LDA for the Project. The Bidder, by submitting its Proposal pursuant to this RFP, would be deemed to have acknowledged and confirmed that DOT will suffer loss and damage on account of withdrawal of its Bid for the Project or for any other default by the Bidder during the Bid Validity Period. No relaxation on the Bid Security shall be given to any Bidder.
- 7.1.7 The Bid Security for the Project shall be appropriated by DOT as mutually agreed genuine pre-estimated compensation and damages payable to DOT for, inter alia, time, cost and effort of DOT without prejudice to any other right or remedy that may be available to DOT hereunder or otherwise, under the following conditions:
- If a Bidder submits a Non-Responsive Proposal or if any bid is Non-Responsive;
 - If a Bidder engages in Corrupt Practices, Fraudulent Practices, Coercive Practices, Undesirable Practices or Restrictive Practices as specified in Clause 13 of this RFP;
 - If a Bidder modifies or withdraws its Proposal or any bid(s) except as provided in Clause 6.5
 - If a Bidder withdraws its Bid(s) during the interval between the Bid Due Date and expiration of Bid Validity period, as extended by DOT;
 - If a Bidder withdraws or document furnished by the Bidder is found by DOT to be misrepresenting, misleading or untrue in any material respect

- In the case of Selected Bidder, if it fails within the specified time limit –
 - to sign and accept the Letter of Award for a Project
 - to sign the LDA for a Project and / or
 - to furnish the Performance Security for Implementation Phase of a Project as per the provisions of this RFP; or
- In case the Selected Bidder, having signed the LDA for a Project, commits any breach thereof prior to furnishing the Performance Security for the Project.

8 SPECIAL INSTRUCTIONS

8.1 Special Instructions

8.1.1 All Bidders should note the following:

- The Proposal (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of the Proposal.
- Proposals that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the required information in the specified formats may be considered Non-Responsive and are liable for rejection.
- Strict adherence to formats, wherever specified, is required. Non-adherence to formats may make the Proposal Non-Responsive.
- All communication and information should be provided in writing and in the English language only.
- All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.

- No change in or supplementary information to the Proposal shall be accepted after the Bid Due Date. However, DOT reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by DOT, the Proposal would be evaluated solely on the basis of available information.
- The Proposals shall be evaluated as per the criteria specified in this RFP. However, within the broad framework of the evaluation parameters as stated in the RFP, DOT reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all Bidders.
- Bidders are advised that their Proposals be completely devoid of any conditions, whatsoever. Conditional bids will be rejected.
- DOT also reserves the right to stop the Bidding Process at any stage, at its discretion, under intimation to the Bidders, without assigning any reasons for the same.
- DOT reserves the right to vet and verify any or all information submitted by the Bidder.
- Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by DOT, is found to be incorrect or is a material misrepresentation of facts, then the Proposal or select bid shall be liable for rejection.
- The Bidder shall be responsible for all costs associated with the preparation of the Proposal. DOT shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

9 SELECTION PROCESS

9.1 Process

- 9.1.1 The Bidder adjudged as responsive in terms of Clause 9.2 and quoting the highest Upfront Payment shall be declared as the Selected Bidder ("**Selected Bidder**").

9.1.2 The selection of the Selected Bidder will be done through a **2-phase** process i.e.

Phase 1: Assessment of General Documents and Technical Proposal

Phase 2: Evaluation of Financial Proposal & presentation detailing the plans to increase the capacity of the Hotel and other aesthetics as given.

These phases are explained below.

9.2 Phase 1 – Assessment of General Documents and Technical Proposal

9.2.1 In this phase, the Part 1 Submission of the Bidders will be scrutinized. Proposals shall be initially scrutinized to establish "Responsiveness". A Proposal may be deemed "**Non-Responsive**" if:

It is not received by the Bid Due Date as specified in the RFP

- It does not include sufficient information for it to be evaluated and / or it is not in the formats specified which materially affect the evaluation process.
- It is not uploaded in the manner and to the extent indicated in this RFP

9.2.2 A Bid for the Project shall be deemed "**Non-Responsive**" if:

- The Tender Fee submitted by the Bidder is less than Rs. 10000 (rupees Ten thousand); or
- The total Bid Security submitted by the Bidder is less than Rs. 10,000 (rupees ten thousand) the Bid Security requirement for the given Project.

9.2.3 DOT reserves the right to reject any Proposal or Bid which is Non-Responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DOT in respect of such Bid.

9.2.4 The Bidder adjudged as Responsive in terms of Clause 9.2.1 & 9.2.2, meeting the Eligibility Criteria in terms of Clause 4 and having provided satisfactory information / understanding with respect to all the points mentioned above will be declared as a Qualified Bidder either for all the Projects that they are bidding for or for select Projects, as the case may be ("**Qualified Bidder**").

9.3 Phase 2 – Evaluation of Financial Proposals & Presentation given

9.3.1 In this phase, DOT will open the Financial Proposal of the Bidders who have cleared Phase 1 of the Selection Process.

9.3.2 The Financial Proposal shall be opened on a date to be intimated by DOT, in the presence of the representatives of all Qualified Bidders, who choose to attend.

9.3.3 The Financial Proposal should contain **the Financial Bid** for the Project as prescribed in Clause 5.1.4.

9.3.4 Selection criteria for a Project shall be the highest Upfront Payment (the **"Upfront Payment"**).

9.3.5 Bidders would be shortlisted as per the Technical Qualification criteria mentioned in the RFP, and only those bidders who qualify through the Technical round would be called for detailed Presentation to the Government as per the date mentioned in the Bid Schedule.

The Financial bids would be opened for only those bidders who would be found qualified and shortlisted by the Government post their Presentation. The Bidder who has quoted the highest Upfront Payment shall be declared the Selected Bidder for the Project.

9.3.6 In the event that two or more Bidders quote the same amount of Upfront Payment for a given Project (the **"Tie Bidders"**), DOT shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

9.3.7 The process underlying the evaluation of Bids covered in the preceding Clauses are illustrated subsequently.

9.3.8 DOT may choose to accept the Bid of the Selected Bidder or invite the Selected Bidder for further negotiations or reject any offer including the highest offer.

9.4 Process after identification of Selected Bidder for the Project

9.4.1 In the event of acceptance of the Selected Bidder for the Project, DOT shall notify the Selected Bidder through a Letter of Award (the **"LoA"**) (to be issued in duplicate) that its bid for the given Project has been accepted subject to the provisions of Clause 9.4.2 of this RFP.

- 9.4.2 The Selected Bidder shall within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, DOT may, unless it consents to extension of time for submission thereof, appropriate the Bid Security applicable for the Project and en-cash the bank guarantee of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by DOT on account of failure of the Selected Bidder to acknowledge the LoA, and take suitable measures as described in Clause 5.4.3
- 9.4.3 For the Project, as a precondition to the execution of the LDA, DOT shall require the Selected Bidder to undertake the payment of the Upfront Payment on or before the signing of the LDA.
- 9.4.4 LDA would be executed by DOT only upon the payment of the Upfront Payment and Annual Lease Rental (as specified in Clause 11) and after the satisfaction of all the requirements / conditions prescribed in the RFP.
- 9.4.5 In the event of the Selected Bidder being a consortium, the Selected Bidder shall incorporate within 60 (sixty) days of the issue of the LoA an SPC in the form of a private limited company and submit to DOT as proof of having done so, copies of Certificate of Incorporation, Memorandum of Association, Articles of Association, Shareholders' Agreement and all other relevant documents.
- 9.4.6 The Selected Bidder is also required to submit the Project Development / Up-gradation & Operation Plan within 90 days of issue of LoA by DOT as prescribed in the LDA. The Selected Bidder should incorporate in the Project Development / Up-gradation & Operation Plan all comments / suggestions provided by DOT.
- 9.4.7 Failure of the Selected Bidder to comply with the requirements of one or more of clauses of this RFP shall constitute sufficient grounds for the annulment of the LoA for any Project and forfeiture of the Bid Security for the Project.

9.5 Contacts during Selection Process

- 9.5.1 The Proposals shall be deemed to be under consideration immediately after they are opened and until such time DOT makes official intimation of award / rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, DOT and / or their

employees / representatives on matters related to the Proposals under consideration.

10 LEASE PERIOD & RENEWAL

1. The lease period would be initially for a period of 10 (Ten) years which can be extended for a period of 10 (Ten) years at a time up to maximum total period of 30 (Thirty) years, on proper evaluation of the performance of the Lease and on the shall be for 30 (Thirty) years & there shall be review by Department of Tourism at the Terms & Condition to be mutually decided between the Government and the Lessee. Subject to the condition that the Operator shall qualify all the following parameters.

- a. Fulfillment of minimum development plan.
- b. Use of the property for the purpose for which it is meant.
- c. Confirmation of the maintenance standard.
- d. Timely payment of annual fees.

- 10.1 In case of non-renewal of the LDA beyond the Lease Period, the Selected Bidder shall hand over the Project Facilities – including the Project Site on which the same has been developed along with movable and immovable assets and all rights thereto – to DOT free of all encumbrances, at a nominal cost of Rupee 1 (One).

11 PAYMENTS

- 11.1 The proposal by the Bidders shall be accompanied by a Tender Fee of Rs. 10,000/-(Rupees Ten thousand only) as per the provisions of Clause 7.1.
- 11.2 The Tender Fee should be in the form of a demand draft payable at Imphal and in favor of the Director, Tourism.
- 11.3 The Selected Bidder for a Project shall deposit the Upfront Payment and the Quarterly Lease Rental for the first quarter of the first year of the Lease Period on the date of signing of the LDA of the Project.
- 11.4 For the Projects, the monthly Lease Rental for first year shall be equal to 5% of Upfront Payment. For subsequent years, Annual Lease Rental shall be increased once every two years at the rate of percentage rise in Wholesale Price Index (WPI) as prescribed in the LDA.

- 11.5 The Selected Bidder for any Project should make all payments – the Upfront Payment and the Annual Lease Rental for that Project – through demand draft in favor of Director, Tourism, drawn on a Nationalized Bank and has a branch at Imphal, Manipur.
- 11.6 The Selected Bidder for a Project shall also submit the Performance Security for Implementation Phase of that Project in the form prescribed in Clause 12 on the Appointed Date to DOT.
- 11.7 In addition to the above, the Selected Bidder shall be responsible for payment of all duties and taxes related to the Project. Further, the Selected Bidder will also pay service tax and / or any other applicable taxes, charges, surcharges or levies in relation to the various payments to be made by the Selected Bidder.
- 11.7.1 The principal contract between DOT and the Selected Bidder for the Project shall be the Lease cum Development Agreement (LDA) for that Project.

12 PERFORMANCE SECURITY

- 12.1.1 For each Project, the Selected Bidder of the Project shall be required to submit Performance Security for the project by way of an annual, revolving, unconditional and irrevocable bank guarantee, in favor of Department of Tourism by a scheduled bank in India that is not a Cooperative Bank or a Gramin Bank and has a branch in Imphal, Manipur. The Performance Security is for due and punctual performance of the obligations of the Selected Bidder under the LDA.
- 12.1.2 The Performance Security for the project is given in the Schedule IV of the draft LDA provided along with this RFP and it should be submitted on or before the date of signing of the Lease cum Development Agreement (LDA).
- 12.1.3 The Performance Security for the Project shall be equal to the Annual Lease Rental payable by the Selected Bidder for the next two subsequent years of the Project.
- 12.1.4 The Performance Security for the project shall be paid on or before the Commercial Operations Date applicable for Phase I development of the concerned Project – as given in the Schedule III in the draft LDA provided along with this RFP.

- 12.1.5 The Performance Security for the project for each subsequent year should be submitted to DOT by the Selected Bidder at least 7 (seven) days before the expiry of the existing bank guarantee – to ensure that the Performance Security is always valid.
- 12.1.6 The Performance Security shall be en-cashed at the sole discretion of DOT towards any liquidated damages that may be payable by the Selected Bidder to DOT and / or against termination eventualities attributed to the Selected Bidder, under the terms of the LDA.

13. FRAUDULENT PRACTICES AND CORRUPT PRACTICES

- 13.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the LDA. Notwithstanding anything to the contrary contained herein, or in the LoA or the LDA, DOT shall reject one or all bids, withdraw the LoA, or terminate the LDA, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, DOT shall forfeit and appropriate the applicable Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DOT towards, inter alia, time, cost and effort of DOT, without prejudice to any other right or remedy that may be available to DOT hereunder or otherwise.
- 13.2 Without prejudice to the rights of DOT hereinabove and the rights and remedies which DOT may have under the LoA or the LDA, if a Bidder or Selected Bidder, as the case may be, is found by DOT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the LDA, such Bidder or Selected Bidder shall not be eligible to participate in any tender or RFP issued by DOT during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by DOT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

13.3 For the purposes of this Clause 13 , the following terms shall have the meaning hereinafter respectively assigned to them:

- **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DOT who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the LDA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DOT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the LDA, as the case may be, any person in respect of any matter relating to the Project or the LoA or the LDA, who at any time has been or is a legal, financial or technical adviser of DOT in relation to any matter concerning the Project;
- **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by DOT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

14 MISCELLANEOUS

- 14.1 DOT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - consult with any Bidder in order to receive clarification or further information;
 - retain any information and / or evidence submitted to DOT by, on behalf of, and / or in relation to any Bidder; and/ or
 - independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder
- 14.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DOT, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX I – PROPERTY DETAILS

Sl. No.	Name of Property	Existing Infrastructure	Plinth Area/Plot Area/Length/Volume
1.	Hotel Imphal	Total Plot Area	13273.69 sq. mts. (3.28 Acres)
		Main Building Block A	Ground floor – 562.30 sq. mts.
			First floor – 530.22 sq. mts.
			Second floor – 530.22 sq. mts.
		Main building Block B	Ground floor – 325.40 sq. mts.
			First floor – 309.71 sq. mts.
			Second floor – 374 sq. mts.
		Main building Block C	Ground floor – 503.14 sq. mts.
			First floor - 492.49 sq. mts.
			Second floor – 492.49 sq. mts.
		Dining Hall at Ground Floor	158.26 sq. mts.
		Kitchen at Ground Floor	108.26 sq. mts.
		Hall (New) at Ground Floor along with Toilet	439.46 sq. mts.
		Officer Club 1 & 2 (Semi permanent portion) at Ground Floor	(64.71 + 55.96) = 120.67 sq. mts.
		Infrastructure works of Hotel Imphal include	
		RCC Underground sump	84,000 ltrs. (Capacity)
		Compound wall with RCC work in footing, column, grade beam, Hall Brick Wall, MS	453.78 m
		Brick masonry drains	13354.93 sq. mts.
		Bituminous road and cement concrete interlocking paver block for	901.44 sq. mts. (road) & 328.55 sq. mts. (Pathway)
		Electrical Installation include	
		street/compound lighting	
		1.5 tr. Split type A/C (20 Nos)	
		1.5 tr. Window Mounted A/C (7 Nos.)	
		D.G. set 100 KVA (1 No	
		D.G. set 125 KVA (1 No.	
		3 phase 7.5 HP water pump (2 Nos.)	
		500 KVA Transformer complete with switch panel and wiring	
2.	Directorate of Tourism Building		1011.71 sq. mts. (0.25 Acres)
3.	Government Oil Depot		2035.569 sq. mts. (0.503 Acres)
4.	Kabo Leikai Nongpok		6058.1441 sq. mts. (1.497 Acres)
Total Area			22379.1131 sq. mts. (5.53 Acres)

2. Depreciated value of standing property of Hotel Imphal as evaluated by Public Works Department, Manipur as on July, 2012 is Rs. 8,56,57,000/- (Rupees Eight Crores Fifty Six Lakhs Fifty Seven Thousand only), excluding Sl. No. 2, 3 & 4.

APPENDIX II – BID FOR “HOTEL IMPHAL”

Project No. 1	Name of the Property
	Hotel Imphal, including land under Government Oil Depot, North AOC, Directorate of Tourism Building and including land acquired at Kabo Leikai.

APPENDIX III - FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING

(On the letterhead of the Bidder)

Date:

To

The Director (Tourism), Manipur
North A.O.C.,
Imphal – 795001.

Sub: Proposal for development / up gradation, operation & maintenance of Hotel Imphal as indicated in the APPENDIX I – PROPERTY DETAILS

Dear Sir/Madam,

Being duly authorized to represent and act on behalf of.....
(hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information collected and provided to us by DOT in respect of the captioned Projects, the undersigned hereby submits the Proposal on behalf of (Name of the Bidder) in response to the RFP for the above mentioned Projects in one (1) original and one (1) duplicate, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of 24 (twenty Four) months from (insert the Bid Due Date)

We understand that any omission, commission or mis-statement in facts provided by us will make our Proposal invalid at any time during the Bidding Process and also after award of the Project. DOT reserves the right to take appropriate action accordingly. We understand that DOT reserves the right to accept or reject any or all the bids and reserves the right to withhold and/or cancel the Bidding Process.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all

*Request for Proposal for Lease-cum-Development of Hotel Imphal, Government Oil Depot, North AOC,
Directorate of Tourism Building and Kabo Leikai
Department of Tourism*

respects and we agree to the terms of the Lease cum Development Agreement.

Yours faithfully,

For and on behalf of

Name of Bidder

Duly signed by the Authorized Signatory of the Bidder
(Name, Title and Address of the Authorized Signatory)

APPENDIX IV – GENERAL INFORMATION

- **Bidder details**

- a. Name of the Bidder
- b. Bidder's Constitution (Proprietorship / Partnership / Private Limited / Public Limited)
- c. Country of incorporation
- d. Address of corporate headquarters and its branch office(s), if any, in India
- e. Date of incorporation and/or commencement of business.

- Brief description of the Bidder including details of its main lines of business

- a. Name
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number :
- f. E-Mail Address :
- g. Fax Number

.....

Signature of the Authorized Signatory
(Name, Designation and Address)

- In case of a Consortium

- a. The information required above (1-4) should be provided for all members of the Consortium

*Request for Proposal for Lease-cum-Development of Hotel Imphal, Government Oil Depot, North AOC,
Directorate of Tourism Building and Kabo Leikai
Department of Tourism*

- b. A copy of the **Joint Bidding Agreement** as per Clause 3.1 should be attached
- c. Information regarding each member of the Consortium should be provided as per the table below:

#	Name of Member	Role *	Percentage of equity to be held in SPC

***the role of each member as either Lead Member, Technical Member or Other Member**

APPENDIX V – FORMAT OF BID AFFIDAVIT

(To be furnished by the bidder **on a Rs. 100- non-Judicial Stamp
Paper**

and attested by Notary/ Oath Commissioner)

I, the undersigned, do hereby certify that all statements made in the Proposal are true and correct to the best of my belief and knowledge.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the DOT to verify this statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of DOT.

Deponent

(Signed by Authorized Signatory)

(Title of the Signatory)

(Name of the Organization)

(Date)

APPENDIX VI – FORMAT OF BID UNDERTAKING

Date: _____

To

The Director (Tourism) Manipur

North A.O.C.,

Imphal – 795001

**Ref: Proposal for up- gradation / development, operation & maintenance of
Hotel Imphal as indicated in APPENDIX I – PROPERTY DETAILS**

Dear Sir/Madam,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by DOT and in any subsequent communication sent by DOT. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the DOT. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the development of the Hotel Imphal as given above , examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the Hotel Imphal shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the DOT, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the DOT in this regard.

We also undertake to present the Project Up-gradation & Operation Plan for any Project within 90 days of issuance of the Letter of Award for that Project by DOT. We agree to incorporate in the Project Up-gradation & Operation Plan all comments and suggestions provided by DOT.

We also commit to abide by the decision of DOT on all matters relating to the implementation of the Project and thereafter, the Operations and Maintenance of the Projects.
For and on behalf of:

(Signature of the Authorized Signatory)

Name of the person:

Designation:

Signed by the Bidder

APPENDIX VII – ANTI-COLLUSION CERTIFICATE

(To be furnished by the bidder on their letter heads)

Date: _____

To

The Director (Tourism) Manipur
North A.O.C.,
Imphal – 795001.

Dear Sir/Madam,

**Ref: Proposal for Up- gradation / Development, Operation & Maintenance of
Hotel Imphal as indicated in APPENDIX I – PROPERTY DETAILS**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this _____ Day of _____, 2014

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

**APPENDIX VIII – POWER OF ATTORNEY FOR THE LEAD MEMBER
OF CONSORTIUM**

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas the DOT has invited applications from interested parties for implementation of the Project “Hotel Imphal”.

Whereas M/s _____ and M/s _____ are the members of the Consortium having signed the Joint Bidding Agreement dated _____ with equity of ___% and ___% respectively.

Whereas, the members of the Consortium are interested in bidding for the Projects and implementing the Projects in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Projects, and

Whereas, it is necessary under the RFP 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 bidding and Consortium’s bids for the Projects who would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the bidding and the Consortium’s Proposal for the Project including authorizing one of its officials to do the same, duly supported by a Power of Attorney.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s _____ and M/s _____ (respective names and addresses of the registered office to be put) do hereby designate M/s

_____ being one of the members of the Consortium, as the Lead Member of the Consortium, is authorized to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Projects, including submission of Proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with DOT, any other government agency

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or any person, in connection with the Project until culmination of the Bidding Process in accordance with the RFP and thereafter till the Lease cum Development Agreement is entered into with the DOT.

We hereby agree to ratify all acts, deeds and things 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/ the Consortium.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the RFP.

In witness of the above the seal of the /executants is affixed hereto.

Dated this ____ Day of _____ 2014

(Authorized Signatory of the Executants)

ACCEPTED

[Name, Title and Address of the Attorney]

APPENDIX IX – FORMAT OF LETTER OF COMMITMENT

(To be submitted by the Bidder)

To

The Director (Tourism) Manipur
North A.O.C.,
Imphal – 795001.

**Ref: Grant of Lease for Up-gradation / Development, Operation &
Maintenance & Transfer of Hotel Imphal as indicated in the APPENDIX I
– PROPERTY DETAILS**

Dear Sir/Madam,

This has reference to the Proposal being submitted by _____ (name of Bidder), in
respect of the aforementioned Project.

We hereby confirm the following:

We, _____ have examined in detail and have understood and
satisfied ourselves regarding the contents mainly in respect of the following:

1. The Request for Proposal and the other Bidding Documents issued by DOT
2. All subsequent communications between DOT and the Bidder, represented by
_____(name of Bidder)
3. The Bid being submitted by _____(name of Bidder)

Dated this the _____ Day of _____ 2014

For _____

(Name & Designation of person signing on behalf of the Bidder)

APPENDIX X - COMMITMENT TO THE MINIMUM PROJECT REQUIREMENTS

(to be signed by all Consortium Members in case of consortium and by Single Bidder otherwise)

Date: _____

To

The Director (Tourism), Manipur

North A.O.C.,

Imphal – 795001.

Ref: Grant of Lease for up-gradation / development, operation, maintenance & transfer of Hotel Imphal as indicated in the APPENDIX I – PROPERTY DETAILS

Dear Sir/Madam,

We, the members of the Consortium, namely -----,and ----- hereby certify and confirm that, if we were to be awarded the Projects numbered - __, __, __ & __ at Hotel Imphal at [insert name of place] by DOT, then the development of the Project(s) shall be in accordance with the requirements as specified in the draft Lease cum Development Agreement for each Project.

Dated this _____ Day of _____, 2014

Name of the Executants (In case of Single Bidder)

(SINGLE BIDDER)

Signature of Authorized Person

Name of the Authorized Person

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Department of Tourism*

Name of the Executants (In case of Consortium)

(LEAD MEMBER)

(CONSORTIUM MEMBER 1)

Signature of Authorized Person

Signature of the Authorized Person

Name of the Authorized Person

Name of the Authorized Person

APPENDIX XI- FORMAT OF BANK GUARANTEE FOR BID SECURITY

(To be issued by a Nationalised Bank in India)

(To be executed on appropriate value of Non-Judicial Stamp Paper)

(Separate Bank Guarantee required for each Project)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head Office / Registered Office at _____ (Herein after referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of Department of Tourism, Manipur, (hereinafter called "DOT") having its office at North A.O.C., Imphal - 795001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS, M/s. _____ Ltd., having its Registered Office at _____ (hereinafter called "the Bidder") which expression shall unless repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to bid to Upgrade, Develop, Operate, Manage & Transfer the project "Hotel Imphal" at [insert name of one place only], Manipur (hereinafter referred to as the Bid).

And whereas, in terms of the RFP, the Bidder is required to furnish to DOT a Bank Guarantee for a sum of Rs XXXX (Rupees in words) towards Bid Security for the aforesaid Bid.

KNOW ALL MEN by these presents that we, as the Guarantors are bound to DOT, to pay to it, in terms of this Deed of Guarantee, on behalf of ----- [Insert the name of the Bidder] the sum of Rs XXXX (Rupees in words). The Guarantor binds itself and its successors and assigns by these presents. This Bank Guarantee is irrevocable and issue of any prior notice by DOT for invoking it is hereby waived.

Sealed with the Common Seal of the Bank this _____ day of _____ 2014.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a) The Guarantor, as primary obligor shall, without demur, pay to DOT an amount not exceeding **Rs XXXX (Rupees in words) (hereinafter referred to as the Guaranteed Amount)**, within 7 (seven) days of receipt of a written demand from DOT calling upon the Guarantor to pay the said amount.
- b) Any such demand made on the Guarantor by DOT shall be conclusive and absolute as regards the forfeiture of the Guaranteed Amount due and payable by the Guarantor under this Guarantee.
- c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of DOT is disputed by the Bidder or not.
- d) This Guarantee shall be irrevocable and remain in full force for a period of 6 (Six) Months from ____the _____, ____or for such extended period as may be mutually agreed between DOT and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder / the Guarantor or any absorption, merger or amalgamation of the Bidder/ the Guarantor with any other person.
- f) In order to give full effect to this Guarantee, DOT shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement / non-exercise / delayed exercise of any of its rights by DOT against the Bidder or any indulgence shown by DOT to the Bidder and the Guarantor shall not be relieved from its obligations under this bank guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of DOT or any indulgence by DOT to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

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- g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed and Delivered by _____ Bank

by the hand of Mr/Ms _____

its _____ and authorized official

(Bank's Seal to be affixed)

APPENDIX XII – FORMAT FOR TECHNICAL PROPOSAL

Format for Net Worth

(In case of sole bidder)

Financial Year	Amount (Rs. Lakh)
Last Financial Year	

(in case of Consortium)

Financial Year	Lead Member (Rs. Lakh)	Consortium Member-1 (Rs. Lakh)	Total (Rs. Lakh)
Last Financial Year			

Calculation of Net Worth

The Applicant shall provide an Auditors certificate specifying the Net Worth of the Applicant. The Net Worth shall be calculated either as per Method 1 or Method 2 as prescribed below. Only one of the methods shall be used for the purposes of calculation of Net Worth.

1. Method 1- for corporate entity

The Net Worth shall mean (Subscribed and Paid up Equity + Reserves) less (Revaluation Reserves + miscellaneous expenditure not written off).

2. Method 2- for an individual / partnership firm

The methodology for calculation of Net Worth is given in the following table.

*Request for Proposal for Lease-cum-Development of Hotel Imphal, Government Oil Depot, North AOC,
Directorate of Tourism Building and Kabo Leikai
Department of Tourism*

Sl. No.	Particulars	In Indian Rupees
1.	Listed (quoted) investments at market value (detailed list to be enclosed)	
2.	Less: 30% margin on the above	
3.	Net Value of Listed Shares (1-2)	
4.	Investment in unlisted companies *	
5.	Other investments at cost (PPF, NSC, NBFC, bank fixed deposits, deposits with exchanges etc)	
6.	Total Net Investment (3+4+5)	
7.	Market value of land and building[€]	
8.	Debtors not exceeding 3 months	
9.	Cash and Bank balance	
10.	Other liquid assets , if any, (need to be specified) which are used for the purposes of business	
11.	Total Assets (6+7+8+9+10)	
12.	Current liabilities	
13.	Long term liabilities	
14.	Total Liabilities (13+14)	
15.	Net Worth (12-14)	

* This should be either book value or based on an independent valuation of the investment with supporting valuation reports.

€ The market value of land and building shall be certified by a government approved valuer for which the valuation carried out should not be more than 2 years previous to Bid Due Date . Only those items of land and building that are in the name of the Applicant as well as in the possession of the Applicant shall be considered. The details provided should also include survey number, location, address, extent of land and building.

Details of items comprising investments, current assets, current liabilities and long term liabilities used in the above calculation should be given separately. The details should be provided as on 31st March 2014.

Format for Annual Turnover

(Applicable only for Bidders claiming eligibility under Option -1 of Clause 4 of the RFP)

(In case of sole bidder)

Financial Year	Amount (Rs. Lakh)
Financial Year (2011-2012)	
Financial Year (2012-2013)	
Financial Year (2013-2014)	

(In case of Consortium)

Financial Year	Amount (Rs. Lakh)	Consortium Member-1 (Rs. Lakhs)	Total (Rs. Lakh)
Financial Year (2011-2012)			
Financial Year (2012-2013)			
Financial Year (2013-2014)			

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Source of Funds

Project Number	Name of Tourism Hotel Imphal for	Total Sources of Fund submitted in Rs. lakh*	Equity fund committed by Bidder (should not be less than 30% of Total Sources of Fund)

Audited Annual Reports should be submitted for supporting the Net worth and Turnover information if the bidder is a company. If bidder is not a company, such audited documents should be attached which can prove the Annual Turnover of the bidder.

* Documentation for Total Sources of Fund (equal to or more than Minimum Expected Investment) must be provided.

APPENDIX XIII – FORMAT FOR FINANCIAL BID

(Financial Bid should be separate for each Project and each Financial Bid should be up-loaded)

Date:

To

The Director (Tourism)
Government of Manipur
North A.O.C.,
Imphal – 795001

Ref: Financial Bid to Upgrade, Develop, Operate, Manage and Transfer Hotel Imphal, including land under Government Oil Depot, North AOC, Directorate of Tourism Building and Kabo Leikai.

Dear Sir/Madam,

I / we offer to Upgrade, Develop, Operate, Manage and Transfer the Project Number No. 1 (Hotel Imphal) on the stipulated terms and conditions and other particulars therein.

I / we hereby offer and agree to pay the following as Upfront Payment for the aforementioned Project : _____(rupees in words)

I / we understand that DOT is not bound to accept the highest or any Financial Bid received.

I/ we agree that my / our Financial Bid shall remain valid for a period of 24 (Twenty Four) months from the Bid Due Date prescribed for submission of Proposal. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP. I / we agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project.

There will be no grant, positive or negative from DOT. For
and on behalf of:

Signature:

(Authorized Signatory and Signatory of the Bidding Company)

Name of the Person:

Designation:

SEAL OF THE BIDDING ENTITY

APPENDIX XIV – CHECKLIST OF SUBMISSIONS

#	Enclosures to the Bid	status (submitted/ not submitted)	Comments
1.	Tender Fee of		
2.	Rs.10,000/ Signed copy		
3.	of RFP		
4.	Bid for Hotel Imphal		
5.	Covering Letter cum Project Undertaking		
6.	General Information		
7.	Power of Attorney for Bid Signatory		
8.	Bid affidavit		
9.	Bid Undertaking		
10.	Anti-Collusion Certificate		
11.	Joint Bidding Agreement (in case of consortium)		
12.	Power of Attorney for Lead Member (in case of consortium)		
13.	Commitment to Minimum Project Specifications		
14.	Bid Security		
15.	Additional Information / Supporting documents		
16	Eligibility Criteria		
17	Financial Bid		