

**DEPARTMENT OF TOURISM
GOVERNMENT OF MEGHALAYA**



Volume-I: Instruction to Bidder (ITB) and Bid Data Sheet (BDS)

invites

REQUEST FOR PROPOSAL (RFP)

for

**Development, Operation and Maintenance of Luxury Cottages located
at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate
and Transfer (DBFOT) Mode on Public Private Partnership**

November 2024

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

Volume 1:

Invitation to Bidders

Instructions to Bidders (ITB)

Bid Data Sheet (BDS)

Appendices

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Tendering Authority/Authority or any of its 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 the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tendering Authority/ Authority 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 the Tendering Authority/ Authority, 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 Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Tendering Authority/ Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Tendering Authority/ Authority, its employees and advisors or consultants make no representation or warranty and shall have no liability to any person, including any 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 with the Bidders’ for participation in the Bidding Process.

The Tendering Authority/ Authority its advisors/ consultants/ representatives/ employees accept 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.

The Tendering Authority/ Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Tendering Authority/ Authority is bound to select a Bidder to appoint the Selected Bidder, as the case may be, for the Project and the Tendering Authority/ Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bid or Bids without assigning any reasons 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 the Authority or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Authority. All such costs and expenses will be incurred and borne by the Bidder and the Authority 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 (hereinafter defined).

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

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Project Summary

Sl No	Parameters	Details
1.	Project Title	Development, Operation and Maintenance of Prefabricated Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)
2.	Project Scope	<ul style="list-style-type: none"> ▶ The Agency shall conceptualize, design, finance, construct, operate, maintain and transfer the “Prefabricated Luxury Cottages” during the entire duration of the Agreement ▶ The Site will be handed over to the Agency on ‘As Is Where Is Condition’. ▶ The Agency shall be liable to provide luxury prefabricated/semi-permanent cottages, create all infrastructure required to operate the facility including but not limited to the creation of a reception / welcome area, dining area, conference/meetings areas along with bringing all furniture, electrical fixtures and other fixtures required for operations of the facility. ▶ After completion of the project, the Operator shall handover the site and other infrastructure for each site, as-is where-is basis.
3.	Authority	Tourism Department, Government of Meghalaya
4.	Implementation Format	Public Private Partnership (PPP)
5.	Concession Format	Design-Build-Finance-Operate-Transfer (DBFOT)
6.	Institutional Structure for Implementation	Formal Lease Agreement with Authority for exclusive implementation. Lease cum Development Model
7.	Term of the Agreement (Lease Period)	<p>The Lease Period shall be 20 (Twenty) years from the Appointed Date which includes 12 months for construction.</p> <p>The Lease Period may be renewed for additional period after completion of initial lease period of 20 years subject to satisfactory performance of the Concessionaire/Lessee and terms and condition as stipulated in the Agreement and at the sole discretion of the Tendering Authority/Lessor as per the prevailing Government policies at that time.</p>
8.	Minimum Development Obligations (MDOs)	The Minimum Development Obligation shall include the development of prefabricated luxury cottage accommodations and make them operational throughout the year with all ancillary amenities within 12 (twelve) months from the Appointed Date as per the specifications provided in the RFP for each location.

Sl No	Parameters	Details											
		Project Location	Total Land Area (In Acre)	Total Minimum Cottages	Estimated Project Cost (INR Cr.)								
		Nongmahir Hill	10	50	14								
9.	Consortium (Refer Clause 3.3 for details)	Maximum 2 members (including the Lead Member)											
10.	Appointed Date	The date of issuance of Certificate of Compliance after fulfilment of Conditions Precedent by both the Parties. The Certificate of Compliance issued if issued at two different dates, the issuance of the certificate at later date shall be reckoned as the Appointed Date. ► Appointed Date shall be achieved within 180 (one hundred and Eighty) days of date of signing of Agreement, subject to extension as per terms of Article E of Draft Concession Agreement.											
11.	Selection Process	The responses received pursuant to this RFP will be evaluated by a committee constituted by the Department as per the criteria specified in this document and Selected Bidder will be awarded the contract on Quality and Cost Based System (QCBS) method. Step 1 – Qualification and Shortlisting Assessment of Technical Capacity and Financial Capacity to determine the Minimum Eligibility Criteria and Technically Qualified Bidders (Detailed process outlined in the RFP hereunder) Step 2 – Financial Proposal Evaluation and Scoring for Selection Final Selection of the Bidders shall be done on the basis of Quality and Cost Based Selection (QCBS) process wherein the Technical Score shall be given 70% weightage, and Financial Score shall be given 30% weightage as outlined in the RFP hereunder.											
12.	Financial Bid Parameter and Selection Method	Annual Lease Rental (ALR) quoted over and above the minimum threshold limit/ Upset Price shall be the Financial Bid Parameter. <table><tr><td></td><td></td><td></td><td></td></tr><tr><td>Nongmahir Hill</td><td>10</td><td>50</td><td>50,00,000.00</td></tr></table> Bidder who quotes the highest “ Annual Lease Rental (ALR) ” payable to the Authority payable annually for the concession granted shall be ranked as H1 Bidder and will be awarded 100 marks (Financial Score) and all other Bidders shall be placed below and ranked accordingly as H2 or H3 Bidder depending								Nongmahir Hill	10	50	50,00,000.00
Nongmahir Hill	10	50	50,00,000.00										

Sl No	Parameters	Details							
		<p>upon their quoted ALR and will be awarded Financial Score on pro-rata basis.</p> <p>Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS). The weightage for the composite evaluation shall be awarded as below: -</p> <p>Technical (Ts) –70% and Financial (Fs) –30%</p> <p>Bids shall be ranked according to their combined scores, calculated using the technical score (Ts) and financial score (Fs) and the weights as follows:</p> <p>S = Ts x 70% + Fs x 30%</p> <p>Bidder with the highest combined score shall be declared as the Selected or Successful Bidder for award of the Project. In case of a tie in the final score, the Bidder having highest technical score will be selected.</p>							
13.	Financial Covenants	Project Location		Non - Refundable Bid Document Fee		Bid Security			
		Nongmahir Hill		14,000.00		14,00,000.00			
		<p>Performance Security:</p> <p>1. The Successful Bidder has to furnish Performance Securities before signing of the contract in the manner as mentioned below:</p> <p>► From the date of execution of the Contract till completion of Lease Period: Equivalent to 3% of the Estimated Project Cost with validity of 60 (sixty) days beyond the Lease Period.</p> <p><i>Note: Performance Security shall be renewed and escalated @ 10% in every three years</i></p>							
14.	Expected CAPEX (Estimated Project Cost)	Expected CAPEX:							
		Project Location		Total Land Area (In Acre)		Total Minimum Cottages		Estimated Project Cost (INR Cr.)	
		Nongmahir Hill		10		50		14	
15.	Consideration to Authority	<p>i. Annual Lease Rental - As quoted by the Bidder above minimum threshold and escalated @ 10% in every three years.</p> <p>ii. Revenue Share - 1% of Gross Revenue for each accounting year</p>							

Invitation to Bidders

Date: 14th November 2024

Sub: Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)

Dear Sir,

1. Tourism Department, Govt. of Meghalaya (the **“Authority”**) envisage for Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP) (the **“Project”**).
2. The Authority has nominated the Department of Tourism, Govt of Meghalaya (the **“Tendering Authority”**) as the nodal agency to carry out the Bidding Process for selection of a Bidder to whom the Project may be awarded. All communications during the Bidding Process will be carried out by the Tendering Authority on behalf of the Authority.
3. In this regard, the Tendering Authority invites proposals from eligible and interested parties of tourism projects for development of the Project.
4. The RFP document comprises of (collectively known as the **“Bid Documents”**):

Sl No	Volume	Details
1.	Volume-I	Invitation to Bidders Instructions to Bidders (ITB) Bid Data Sheet (BDS) Appendices
2.	Volume-II	Terms of Reference and Project Profile <ul style="list-style-type: none">▶ Details of the Project Site▶ Minimum Development Obligations▶ Minimum Service Obligations▶ Other contractual obligations
3.	Volume-III	General Conditions of Lease cum Development Agreement (GCA) Special Conditions of Lease cum Development Agreement (SCA)

5. The Request for Proposal (RFP) document can be downloaded from the website <https://www.meghalayatourism.in/> from 14/11/2024.

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid and Bidding Process

- 1.1 The Tendering Authority on behalf of the Authority named in the BDS invites bids for development of Project, as briefly described in the BDS and specified in greater detail in these Bidding Documents.
- 1.2 The Lease Period proposed is as prescribed in the BDS
- 1.3 The Project Site is as prescribed in the BDS

2. Fraud and Corruption

- 2.1 It is the Authority's policy to ensure Bidders shall, observe the highest standard of ethical conduct during the execution of Lease cum Development Agreement. * In pursuance of this objective, the Tendering Authority:

(A) defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving or soliciting, either directly or indirectly, anything of value to improperly influence the actions of another party;
- ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including the attempt to improperly influence the actions of another party
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
- v. "obstructive practice" is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) Acts intended to materially impede the exercise of the Tendering Authority's inspection and audit rights.

(B) shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Agreement in question;

(C) shall have the right to inspect their accounts and records and other documents relating to the bid submission and performance of Lease cum Development Agreement

3. Eligible Bidders

- 3.1 The Tendering Authority has adopted a one-stage bidding process (the "**Bidding Process**") for selection of the Bidder for award of the Project. The Bidding Process involves evaluation of Technical and Financial Eligibility of the interested parties/ consortia who make a Bid in accordance with the provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the

context, include the Members of the Consortium) and selection of Bidder with the highest combined technical and financial score.

Final evaluation shall be done on “**Quality & Cost Based Selection**” method (QCBS). The weightage for the composite evaluation shall be awarded as below: -

Technical (T_s) –70% and Financial (F_s) –30%

Bids shall be ranked according to their combined scores, calculated using the technical score (T_s) and financial score (F_s) and the weights as follows:

$$S = T_s \times 70\% + F_s \times 30\%$$

Bidder with the highest combined score shall be considered for awarding the Project. In case of a tie in the final score, the Bidder having highest technical score will be selected.

3.2 Bidders shall provide such evidence of their eligibility satisfactorily to the Tendering Authority, as the Tendering Authority may reasonably request.

3.3 For determining the eligibility of Bidders, the following shall apply:

- a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium (the “**Member**”), as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- b) A Bidder may be a natural person, a partnership firm, a registered association/society, a firm registered under the Companies Act, a government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this clause.
- c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any

intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - vi. such Bidder, or any Associate thereof has participated as a consultant to the Tendering Authority/ Authority in the preparation of any documents, design or technical specifications of the Project.
- d) Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Tendering Authority/ Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder with regards to Conflict of Interest, shall include each Member of such Consortium.

- 3.4 All Bidders either sole or as a Consortium, shall have to comply with the Technical Eligibility and Financial Eligibility criteria to be declared “Eligible”. The Technical Eligibility and Financial Eligibility criteria have been elaborated in the BDS.
- 3.5 The decision of the Tendering Authority shall be final with respect to the determination of the eligibility of the Bidders.

For purposes of this RFP, “**Associate**” means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

4. Conditions for Sole or Consortium bids

- 4.1 In case of a Consortium, the number of Members should not exceed 2 (two) entities.
- 4.2 Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-V, signed by the other member of the Consortium.
- 4.3 In case of a Consortium, the Consortium Members shall together meet the Technical Eligibility and Financial Eligibility requirements.
- 4.4 In evaluating the Technical Eligibility of the Bidder as per BDS, the Eligible Projects of their Associates would also be eligible hereunder

5. Qualifications of the Bidder

- 5.1 By submission of documentary evidence in its Bid, the Bidder must establish to the Tendering Authority’s satisfaction:
- a) That it has the financial and technical capability necessary to perform the Lease-cum-Development Agreement (the “**Lease-cum-Development Agreement**” or the “**Agreement**”), meets the Eligibility Criteria specified in the BDS, and has history of successful performance.

6. Operations and Maintenance Requirements

- 6.1 The Selected Bidder/Developer is required to provide operations and maintenance services for the Project as per the Lease-cum-Development Agreement. The Selected Bidder may undertake the operations and maintenance of the Project on its own, through one of the Consortium Members

or through any other agency/company so long as the agency is finalized for operations and maintenance of the Project.

6.2 Non-compliance with any of the conditions specified above shall be considered as a default.

7. Conditional land lease

7.1 The Land Deed stipulates provisioning of land to selected Bidder for development and operations & maintenance of the Project.

7.2 The Land Lease Deed, part of the Lease-cum-Development Agreement signed with the Selected Bidder, shall be conditional subject to:

- a) meeting the implementation milestones as per specified timelines, as defined in the Bid Documents.
- b) meeting all the Minimum Development Obligations, as per the Bid Documents.
- c) maintenance of Minimum Service Obligations after COD, as per the Bid Documents.
- d) all other terms & conditions of this policy and the Bid Documents.

7.3 The leased Project Site shall be used only for the purpose for which it has been leased and not for any other purpose. Any change, arising out of statutory or legal requirements, shall be only after express, written consent of the Authority. Non-compliance of the above condition would entitle the Authority to cancel the conditional land lease.

7.4 In case of default in maintenance of Minimum Service Obligations, the Authority may give grace period/ cure period of not more than 45 days, under a notice to rectify the defects, upon expiry of which, the Land Lease Deed is liable for termination with a notice.

7.5 Consequences of cancellation (termination) of Land Lease Deed/ cancellation of Lease-cum-Development Agreement due to default of the Selected Bidder:

- a) In case of cancellation, the Authority shall resume the possession of the Project Site with immediate effect including any asset/s, construction etc. on the Project Site.
- b) The Authority shall not be liable for any type of compensation to the Selected Bidder
- c) The Authority will invoke the Performance Security of the Selected Bidder
- d) The Authority shall be at liberty to find an immediate alternative/replacement, or any such alternative it may deem fit to ensure unhindered completion/ operation of the project.

7.6 Transfer of Lease: The Lease Agreement is not transferrable. The leased Project Site and the structures erected cannot be alienated/transferred/ sub-leased/ sold/ mortgaged/encumbered in any form either in part or full, to any party.

7.7 The Lessee may mortgage its lease hold rights and can do so only after sending written communication of the same to the Authority. However, under no circumstances a Developer is entitled to create any sort of encumbrance on the Project Site.

7.8 To ensure absolute clarity, in an exercise of prudence and out of an abundance of caution, it is hereby explicitly stipulated that the Lessee is prohibited from mortgaging the land, whether in whole or any part thereof, under any circumstances.

8. Cost of bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid including inspections to Project Site etc., and the Tendering Authority/ Authority will in no case be responsible or liable for those costs.

8.2 The Bidder agrees that all bidding costs and expenses shall be non-refundable

9. Site visit

9.1 The Bidder may wish to visit and examine the site or sites of the information system and obtain for itself, at its own cost, responsibility and risk, all information that may be necessary for preparing the Bid and entering into the Lease-cum-Development Agreement. The costs of visiting the site or sites shall be borne by the Bidder

B. THE BIDDING DOCUMENTS

10. Clarification of Bidding Documents and Pre-Bid Meeting

- 10.1 A prospective Bidder requiring any clarification on the Bid Documents may notify the Tendering Authority in writing to the Tendering Authority by email before the Pre-Bid Meeting.
- 10.2 As specified in the BDS, the Tendering Authority will schedule a Pre-Bid Meeting at the time, date and place indicated in the BDS. The purpose of the meeting will be to clarify queries and answer questions related to the Project/Bid Documents/Bid Process that may be raised by this stage. A summary of queries raised by the Bidders and responses given by the Tendering Authority will be posted on the Tendering Authority's website. Bidders are required to check the website for response to queries and it is deemed that such responses have been considered by the Bidder in its Bid
- 10.3 No queries regarding the Project and the Bid Documents may not be entertained thereafter.

11. Amendment of Bidding Documents

- 11.1 At any time prior to the Bid Due Date, the Tendering Authority may, for any reason, whether on its own or in response to queries/ suggestions from Bidders, amend the Bid Documents. The amendments so made, shall supersede the earlier clauses. The amendments, or addenda will be posted on the Tendering Authority's website.
- 11.2 Amendments will be provided in the form of addenda to the Bid Documents, which will be posted on the website of the Tendering Authority. Addenda shall be binding on the Bidders. Bidders are required to check the website for any addenda, and it is deemed that the Addenda have been considered by the Bidder in its Bid.
- 11.3 In order to afford reasonable time to the Bidders for considering the Addenda in preparing their Bids, the Tendering Authority may, at its discretion, extend the Bid Due Date, in which case, the Tendering Authority will notify all Bidders by publishing the revised Bid Due Date on its website

C. PREPARATIONS OF BID

12. Language of Bid

- 12.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the Tendering Authority shall be written in the language specified in the BDS.

13. Documents

- 13.1 A Bid submitted by the Bidder shall comprise of:

- ▶ Envelope I: General Bid Documents
- ▶ Envelope II: Eligibility Documents
- ▶ Envelope III: Financial Proposal

The contents of each of the above envelopes have been detailed in Appendix I along with applicable forms & formats in subsequent Appendices.

- 13.2 The Selected Bidder will be determined by the Tendering Authority after evaluating envelopes I, II, III.

14. Bid Prices

- 14.1 The **Annual Land Lease Rent** shall be quoted in total (absolute terms). It must be the net amount payable to the Authority and must exclude all taxes including IT, Service Tax, all duties, levies and fees.
- 14.2 It will be the responsibility of the Selected Bidder to pay all taxes including the property tax, IT, Service tax; cess and surcharges etc.

15. Bid Currencies

- 15.1 Prices shall be quoted in Indian Rupees only

16. Bid Fee

- 16.1 All Bids shall be accompanied by the Bid Fee, to be paid in a manner as specified in the BDS
- 16.2 Any Bid submitted without the Bid Fee shall be summarily rejected

17. Bid Security

- 17.1 The BDS specifies the amount and mode of submission of Bid Security to be submitted by the Bidder. The Bidder shall submit the Bid Security. Any Bid not accompanied by the Bid Security shall be rejected by the Tendering Authority as non-responsive.
- 17.2 The Bid Security of the remaining Qualified Bidders shall be retained by the Tendering Authority. The remaining Qualified Bidders may be requested by the Authority to extend the validity of their Bid Securities if the Lease-cum-Development Agreement is not signed within 180 days of Bid Due Date. However, the remaining Qualified Bidders may choose not to revise the validity of their Bid Securities in this case such Bidders shall not be considered for invitation of offers to match or increase the Bid of H1 in accordance with Clause 29.6. The Bid Securities of remaining

Qualified Bidders would be released within 15 days of signing of Lease-cum-Development Agreement with the Selected Bidder, or if the Bidding Process is cancelled by the Tendering Authority.

17.3 The Tendering Authority shall be entitled to appropriate the Bid Security and encash the bank guarantee towards compensation / damages on occurrence of any of the events specified in this RFP including:

- ▶ If a Bidder engages in a Corrupt Practice, or Fraudulent Practice, or Coercive Practice, or Undesirable Practice or Restrictive Practice
- ▶ If a Bidder modifies or withdraws its Bid after opening;
- ▶ If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period including extensions made by the Tendering Authority;
- ▶ If any information or document furnished by the Bidder is found by the Tendering Authority/Authority to be misrepresenting, misleading, incorrect or untrue in any material respect.
- ▶ In case the Selected Bidder, fails within the specified time limit:
 - to acknowledge the Letter of Award/ Letter of Intent (LoI);
 - to sign the Lease-cum-Development Agreement;
 - to furnish the Performance Security as per the provisions of this RFP;
 - to comply with LoI conditions; and/or

18. Period of validity of Bids (the “Bid Validity”)

18.1 Bids shall remain valid, for a minimum period as specified in the BDS after the expiry of the Bid Due Date prescribed by the Tendering Authority, pursuant to ITB Clause 21.1.

18.2 In exceptional circumstances, prior to expiry of the Bid Validity period, the Tendering Authority may request that the Bidders to extend the period of validity for a specified additional period. The Bidders shall do so, else their Bids will become null and liable for rejection. The Bid Security of such Bidders will be appropriated.

19. Format and Signing of Bid

19.1 The Bidder shall prepare and submit 1 (one) original set of the Bid, 1 (one) copy of the original set and 1 (one) soft copy in pdf format in a CD/ pen drive. The original set shall be clearly marked “ORIGINAL” and the copy of the Bid shall be marked as “COPY”.

19.2 The original set, consisting of the documents listed in ITB Clause 13.2, shall be typed in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid Documents (including all addenda and corrigenda issued) shall be initialled by the person or persons signing the Bid.

19.3 The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

- 19.4 The Bidder may choose to participate in Bid for any locations as mentioned above. Each location is a separate Bid and the Bidder needs to submit separate Bid for each location.

D. SUBMISSION OF BID

20. Sealing and Marking of Bids

20.1 The Bidder shall seal all the envelopes. The original set, copy and soft copy shall then be sealed in an outer envelope.

20.2 a) All the envelopes shall be addressed to the address specified in the BDS for ITB Clause 20.2

a) The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The outer envelope should be superscribed with the Bidder Name and Bid Number.

The Proposals shall be sealed, marked and submitted as explained below:

The 2 parts (collectively referred to as 'Proposal') shall be:

Part-A: Technical Proposal.

Part 1, the "Technical Proposal" should have the following documents.

Envelope-1

- a. Bid / Proposal Security and the receipt of online payment of Bid Document Fee

Envelope-2

- b. Checklist (As per Format A : Appendix-I);
- c. Letter of Bid and Interest (As per Format B: Appendix -II);
- d. General Information of the Bidder (As per Format C: Appendix -III);
- e. Affidavit (As per Format D: Appendix -IV);
- f. Power of Attorney for Authorized Signatory (as per Format E1: Appendix -V);
- g. Power of Attorney by each Member of the Consortium in favour of Lead Member (as per Format E2: Appendix -V), if applicable.
- h. Technical Capacity (As per Format F: Appendix -VI);
- i. Financial Capacity (As per Format G: Appendix -VII);
- j. Certificate of Association (As per Format H: Appendix -VIII); as applicable
- k. Acknowledgement Letter (As per Format I & J: Appendix -IX & X); as applicable
- l. Consortium Agreement (as per Format L: Appendix -XII); as applicable
- m. Supporting documents (duly signed) such as:
 - i. Certificate of Registration / Incorporation
 - ii. Annual Reports and Audited financial statements for last 5 financial years (FY24, FY23, FY22, FY21 and FY20)
 - iii. Supporting documents to support Technical Capacity (as per Clause 3.4) such as agreement copy as a proof of hotel operator/developer etc.

Part 2- Financial Proposal

The Part 2, the "Financial Proposal" should be submitted as per the format for Financial Bid given in Format-M: Appendix -XIII Format for Financial Proposal. (Envelope -3)

Note:

- a. **Financial Proposal shall not be submitted with Part-1, and if submitted, the bid will be rejected.**
- b. All the above envelopes shall be enclosed in an outer cover / envelope marked as **“Bid for Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each of the envelopes.

20.3 Bids received after the Bid Due Date shall be returned unopened.

20.4 If the outer envelope is not sealed and marked as required under ITB Clause 20.2, the Tendering Authority will assume no responsibility for the Bid’s misplacement or premature opening.

20.5 The Bidder may choose to participate in Bid for any locations as mentioned above. Each location is a separate Bid, and the Bidder needs to submit separate Bid for each location.

20.6 Submission Formats

- a) The Technical proposal (Part A (Envelope -1 & 2)) and Financial Proposal (Part B (Envelope -3)) must be inserted in separate sealed envelopes, along with bidder’s name and address on the envelope and clearly marked as follows:

Part-A:

Technical proposal for

“Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)”

Part-B:

Financial proposal for

“Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)”

Both the envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for

“Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)”

The Bidder’s Name & address shall be mentioned in the left-hand corner of the outer envelope. The inner and outer envelopes shall be addressed to the following address:

The Director
Department of Tourism, Govt of Meghalaya
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India
Tel Fax : +91-364-2502580
Phone No : +91 76400 03050

Note:

- i. If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then Authority will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.
- ii. Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

21. Deadline for Submission of Bids (Bid Due Date)

- 21.1 Bids must be received by the Tendering Authority at the address specified in the BDS for ITB Clause 20.2 no later than the time and date stated in the BDS (the **"Bid Due Date"**).
- 21.2 The Tendering Authority may, at its discretion, extend the Bid Due Date in accordance with ITB Clause 11.3, in which case all rights and obligations of the Tendering Authority and Bidders will thereafter be subject to the deadline as extended.
- 21.3 Any Bid received by the Authority after the Bid Due Date will be liable for rejection.

22. Submission of Bids

- 22.1 The Bidders are advised in their own interest to ensure that completed Bids reaches the office of the Tendering Authority at the address mentioned in BDS well before the dates stipulated in the BDS.
- 22.2 Bids submitted through Speed post/ Registered Post / Courier / Hand delivered shall be accepted. Bids submitted by fax, telex, telegram or e-mail shall be summarily rejected.
- 22.3 Any Bid received by the Tendering Authority after the bid submission deadline prescribed by the Authority in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.

23. Modifications/ substitution/ withdrawal of Bids

- 23.1 The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

- 23.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 23.1, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 23.3 Any alteration/ modification in the Bid or additional information supplied post the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

E. BID OPENING AND EVALUATION

24. Opening of Bids by Authority

- 24.1 The Tendering Authority will open Bids, at the time, on the date and at the place specified in the BDS. Bidders' representatives may attend the same at their discretion.

25. Clarification of Bids

- 25.1 During the Bid evaluation, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 25.2 If a Bidder does not provide clarifications sought under Clause 25.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Tendering Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Tendering Authority.

26. Preliminary Examination of Bids/ Test of Responsiveness

- 26.1 The Tendering Authority will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order as specified in the RFP.
- 26.2 The Tendering Authority may waive any minor infirmity, nonconformity, or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the evaluation of any Bidder
- 26.3 Prior to the detailed evaluation, the Tendering Authority will determine whether each Bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive Bid is one that substantially conforms to all the terms, conditions, and specifications of the Bid Documents without any material deviations or exceptions or conditions. The Bid shall be un-conditional.
- 26.4 If a Bid is not substantially responsive, it will be rejected by the Tendering Authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Tendering Authority's determination of Bid responsiveness will be based on the contents of the Bid itself.
- 26.5 The Tendering Authority's decision on the determination of responsiveness of a Bid is final and binding on all the Bidders.

27. Scrutiny of Envelope I- Submissions

- 27.1 The Tendering Authority will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.
- 27.2 In case a Bid is found to be responsive, it would be passed on to the next phase i.e. evaluation of Envelope II Submission – Eligibility Documents.

28. Envelope II – Eligibility evaluation

- 28.1 Once a Bid is found to be responsive, Envelope II Submission i.e. Eligibility Documents would be evaluated. In case Envelope II Submissions are found to be inadequate, the Tendering Authority may request the Bidder for updated documents to the same effect or may in its sole discretion have the right to reject the Bid. Further, as part of the evaluation process, the Tendering Authority may also request the Bidder to submit clarifications.
- 28.2 The Tendering Authority reserves the right to reject any Bid without opening Envelope III submissions i.e., Financial Proposal (Price Bid) if in its opinion, Envelope II submissions are not substantially responsive, or the Bidder is falling short to meet the Eligibility Criteria set. (However, for minor deviations, the information can be reviewed and evaluated by Tendering Authority without communication with the Bidder).
- 28.3 The Bidders, whose Bids are found to be eligible after the evaluation process shall be termed as “Qualified Bidders”, (the “**Qualified Bidders**”). Envelope III i.e. Financial Proposals of Qualified Bidders shall only be opened and evaluated in the manner as given in Clause 29.

29. Envelope III – Ranking of financial proposals

- 29.1 In this phase of selection, the Tendering Authority will open the Financial Proposals of the Qualified Bidders.
- 29.2 The Financial Proposals shall be opened at a time, date and venue as intimated by the Tendering Authority. The Financial Proposals would be opened in the presence of the representatives of all concerned Bidders, who choose to attend.
- 29.3 The Bidders are required to quote the Annual Land Lease Rent to be paid to the Authority. The minimum lease amount (“**Upset price**”) would be as specified in the BDS and also the Financial Proposal (**Price Bid**). The amount quoted by the Bidder shall be excluding applicable taxes and Service Tax. All taxes shall be payable by the Selected Bidder.
- 29.4 The Bidders will be ranked as H1, H2, H3 etc. based on their Price Bids. The Bidder with highest quote will be ranked H1.
- 29.5 The Qualified Bidder quoting the highest combined technical and financial score shall be declared as the “**Selected Bidder**”

30. Contacting the Authority

- 30.1 From the opening of Bids to the execution of Lease-cum-Development agreement, if any Bidder intends to communicate to the Tendering Authority on any aspect related to the Bidding Process, it shall do so in writing.
- 30.2 If a Bidder tries to directly, or indirectly influence the Tendering Authority or otherwise interfere in the Bid evaluation process and the Project award decision, its Bid is liable for rejection duly forfeiting all the deposits held at that time.

F. POST QUALIFICATION AND EXECUTION OF LEASE CUM DEVELOPMENT AGREEMENT

31. Right to accept or reject any or all Bids

31.1 Notwithstanding anything contained in this RFP, the Tendering Authority 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 therefor. In the event that the Tendering Authority rejects or annuls all the Bids, it may, in its discretion, invite all Bidders to submit fresh Bids hereunder.

31.2 The Tendering Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Tendering Authority, the supplemental information sought by the Tendering Authority for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then the Tendering Authority reserves the right to:

- a) invite the remaining Qualified Bidders to match the price quote of the Selected Bidder/ submit their Bids in accordance with the RFP; or
- b) take any such measure as may be deemed fit in the sole discretion of the Tendering Authority, including annulment of the Bidding Process.

31.3 In case it is found during the evaluation or at any time before signing of the Lease-cum-Development Agreement or after its execution and during the period of subsistence thereof, including the lease thereby granted by the Authority, that the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the Selected Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LoI or entering into of the Lease-cum-Development Agreement, and if the Selected Bidder/SPV has already been issued the LoI or has entered into the Lease-cum-Development Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Lease-cum-Development Agreement or under applicable law.

31.4 The Tendering Authority/ Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Tendering Authority/ Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Tendering Authority/ Authority thereunder.

32. Issuance of Letter of Intent (LoI)

- 32.1 Prior to the expiration of the period of Bid Validity, the Tendering Authority shall notify the Selected Bidder, in writing, that its Bid has been accepted.
- 32.2 The Authority shall notify the Selected Bidder through a Letter of Intent (the “LoI”) (to be issued in duplicate) that its Bid has been accepted.
- 32.3 The Selected Bidder shall, within 15 (fifteen) days from the date of LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event, the duplicate copy of the LoI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to the extension of time for submission thereof, appropriate the Bid Security and encash the bank guarantee of such Bidder as pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LoI, and the next Qualified Bidder may be considered.
- 32.4 Within the time specified in the LoI, the Selected Bidder shall be required to execute the Agreement by satisfying other terms and conditions as specified in this RFP to be carried out before signing of the Agreement. The conditions to be satisfied by the Selected Bidder, for execution of the Lease cum Development agreement include:
- a) Submission of a signed duplicate copy of the LoI by the Selected Bidder to the Authority.
 - b) Compliance to all conditions specified in the LoI.
- 32.5 In case the Selected Bidder fails to comply with the conditions for signing of the Agreement within the time specified in the LoI or as extended by the Authority, the Authority may revoke the LoI, forfeiting its deposits and invite the subsequent Qualified Bidders, (second position based on combined technical & financial score) to match or increase the H1 offer (if the H2 price is lower) or invite fresh bids.

33. Payout to the Authority

- 33.1 In consideration to the award of the Project, the Selected Bidder would pay the following to the Authority:
- a. **Annual Lease Rental (ALR)**
 - i. ALR for the Project (As quoted by the Successful Bidder in their Bid)
 - ii. The quoted ALR will be escalated @ 10% in every three years.
 - iii. First payment of Annual Lease Rental shall be made on a pro-rata basis (calculated as the number of days between the end of the Construction Period (i.e. which shall be a period of 12 (twelve) months from the Appointed Date) or COD, whichever is earlier and 31st March of the year or following year, which ever applicable and payment to be made within 15th April of the year concerned. Every subsequent payment of Annual Lease Rental shall be due and payable within 15 (fifteen) days of the closure of the subsequent Accounting Year. The subsequent payments shall be due and payable within 15 (fifteen) days of every subsequent accounting year.
 - iv. Lease Moratorium: No Annual Lease Rental to be paid during the construction period i.e. which shall be a period of 12 (twelve) months from the Appointed Date. In-case of Construction Period

extends beyond twelve months, the lease moratorium period will not be extended beyond the twelve months period. If the Commercial Operation Date (COD) is achieved within the designated Construction Period of twelve months, the lease moratorium period concludes on the date of COD achievement.

- b. The Lessee agrees to pay to the Authority, for every year of the Lease Period, commencing from the Project COD, 1% (one per cent) of the Gross Revenue as its share in the revenues earned from the Project (the "Revenue Share"). The Revenue Share shall be calculated and payable in the following manner:
 - i. The Revenue Share shall be payable in monthly instalments. Within 7 (seven) days of the end of each month, the Lessee shall pay to the Authority against the Revenue Share, a provisional amount calculated on the basis of Gross Revenue of the immediately preceding month and final settlement thereof, based on audited accounts of the Lessee, shall be made within 120 (one hundred and twenty) days of completion of the respective Accounting Year
- c. The **Gross Revenue** as defined in the Draft Lease Cum Development Agreement is also as stated below: "Gross Revenue" for any Financial Year shall mean the total amount of Project revenue and receipts of every kind (from both cash and credit transactions computed prior to payment of any commission or service charge or fee thereon) derived by the Lessee/ or any agency appointed by the Lessee for operation and maintenance of the Project ("Operating Partner") from the operation of the Project Facilities / Project and its facilities, as certified by the statutory auditors of the Concessionaire, including but not limited to receipts from room occupancy charges, telephone, telefax and telex charges, laundry, sale of food, beverages, liquor, recreational amenities (outdoor pool, health club, spa, sauna, fitness facility etc.), outdoor catering, receipts from vending machines; parking, commercial or other spaces on account of rent and fee of every description and kind, and the recovery in respect of any other service or facility provided by the Lessee/ Operating Partner to the users / guests of the said Project, which are availed/ realized by the Concessionaire from outside party(ies) at a consideration but shall exclude and be arrived at after deducting the following:-
 - a) all statutory applicable indirect taxes such as luxury tax, sales tax, entertainment tax, expenditure tax, service tax, goods & services tax and the like by whatever name called now or in future, which the Lessee has agreed to pay or is bound to pay;
 - b) revenue on sale of assets of capital nature owned by the Lessee; and
 - c) interest income from investments made.

For the avoidance of doubt, Gross Revenue shall also include any amount received by any Affiliate/third party agency to whom the Lessee/ Operating Partner has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project, and any amount received by the Lessee/ Operating Partner from a third party to whom it has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project;

34. Performance Security

- 34.1 The Selected Bidder shall be required to submit Performance Security (the "Performance Security") by way of a revolving, unconditional and irrevocable bank guarantee, as per the details

provided in the BDS. The Performance Security is for due and punctual performance of the obligations of the Selected Bidder under the Agreement.

- 34.2 The Performance Security in the form of a bank guarantee for each subsequent year should be submitted to the Authority by the Selected Bidder at least 30 days before the expiry of the existing bank guarantee, thereby ensuring that the Performance Security is valid during the Lease Period.
- 34.3 The Performance Security shall be encashed for defaults of the Selected Bidder as defined in the Agreement. The Selected Bidder is expected to replenish or provide fresh Performance Security within a period of 15 days in the case of such encashment by the Authority.

35. Special conditions for Special Purpose Vehicle (SPV) /Special Purpose Company (SPC)

- 35.1 **Lock-In Period:** For the purpose of this RFP, “Lock-In Period” shall be defined as a period of 5 (five) years post the COD.
- 35.2 In case of sole Bidder, it shall retain minimum of 51% as equity contribution in the SPC/ SPV throughout the Lock-In Period.
- 35.3 Further, in the SPC/ SPV formed by a Consortium of two Members, the equity contribution of the Lead Member in the consortium shall not be less than 51% throughout the Lock-In Period and equity contribution from the other Member in the Consortium shall not be less than 10% throughout the Lock-In Period.

SECTION II. BID DATA SHEET

Bid Data Sheet

The following specific information relating to the Project and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Wherever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB

A. GENERAL

ITB 1.1	Name of “Authority” . Tourism Department, Govt. of Meghalaya			
	Name of “Tendering Authority” Department of Tourism, Govt of Meghalaya			
ITB 1.2	Title of the RFP: Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)			
ITB 1.4	Lease Period: 20 years including construction period of 12 months			
ITB 1.5	Project Site*:			
	Nongmahir Hill	10	50	14
	*Please refer to Volume-II			

B. ELIGIBILITY CRITERIA

a) ITB 3.4: General Experience/ Minimum Eligibility Criteria

A Bidder should satisfy both **A. Technical Capacity** and **B. Financial Capacity**, as given below in order to meet and satisfy the minimum eligibility criteria ("Minimum Eligibility Criteria").

A. Technical Capacity

For demonstrating Technical Capacity, the Bidder shall be required to satisfy the Technical Capacity conditions below:

1. For Nongmahir Hill Location:

The Bidder (Sole Bidder / Any Member of the Consortium) should have the operating and managing experience of a hotel/hotels or resort/resorts having facilities equivalent to a (3-Star or hotel having similar facilities) up-scale / luxury or above category having 50 (fifty) rooms / Cottages / Tents (in not more than two facilities) for a minimum continuous period of 3 (three) years OR at least 3 months every year for 3 (three) years, in last 7 (seven) years in India as on the date of issue of the Bid Document.

B. Financial Capacity

For the purpose of Financial Capacity, the Bidder shall be evaluated on the following:

- I. **NET WORTH** – The Bidder must have following Net Worth location wise at the closing of the 31st March, 2024.

Project Location	Net Worth (INR)
Nongmahir Hill	3,50,00,000.00

For the purposes of this RFP the term Net Worth means following:

"Net Worth" for company shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

"Net Worth" for Partnership Firm would mean: [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]

"Net Worth for Sole Proprietorship" would mean: Total Assets- Total Liabilities

- II. **TURNOVER** – The Bidder must have following Average Annual Turnover location wise in 3 (three) years of last 5 (five) financial years i.e., 2019-20, 2020-21, 2021-22,2022-23 and 2023-24 .

Project Location	Turnover (INR)
Nongmahir Hill	5,60,00,000.00

NOTE:

- I. The credentials of a Bidder's (or Consortium member's) **Associate(s)** shall also be considered for the purpose of satisfying Minimum Eligibility.

For purposes of this RFP, **"Associate"** means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

II. **In case of a Consortium**

- ▶ Technical Capacity of Consortium shall be calculated as a sum of Technical Capacities of individual Consortium Members.
- ▶ Financial Capacity of Consortium shall be calculated as a sum of Financial Capacities of individual Consortium Members.

C. PREPARATION OF BIDS

a) ITB 10.1- Pre-bid Clarification & Meeting

Pre-Bid Conference for the interested Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

The Bidders should send in their queries prior to the Pre-Bid Conference date specified in the Schedule of the RFP. Authority shall endeavour to respond to the queries within the period specified therein. Any query received after the Pre-Bid Conference shall not be entertained. The pre-bid queries are to be sent to mail to info@meghalayatourism.in and technical.tourism@gmail.com

"Queries concerning RFP Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)"

Sl No	Clause/Page No.	Content of the RFP requiring clarifications	Change/clarification Requested
1			
2			
3			
4			
5			
6			

Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.

Authority may, on its own, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on Authority.

The date, time and venue of the Pre-Bid Conference shall be:

- ▶ Date: 26.11.2024
- ▶ Time: 11:30 AM
- ▶ Venue:

Tourism Department
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India
- ▶ The Bidders may attend the Pre -Bid Conference at the venue mentioned above or through Video Conference, the link of the VC shall be provided on request and also made available on the website <https://www.meghalayatourism.in/> 24 hrs prior to the scheduled date and time.

The minutes of the Pre-Bid Conference incorporating the clarifications shall be uploaded online only and shall form part of this RFP document. Queries raised after last date for receiving queries shall not be entertained.

b) ITB 16.1- Bid Fee

Bid Fee: Non-refundable

Project Location	Non - Refundable Bid Document Fee
Nongmahir Hill	14,000.00

Interested Bidders may download the Bid Documents from <https://www.meghalayatourism.in/>. A **non-refundable bid fee** to be paid through online. Bids unaccompanied with the Bid Document Fee or a receipt of payment thereof shall be liable to rejection by the Authority.

The Bidder may choose to participate in Bid for any locations as mentioned in RFP. Each location is a separate Bid and the Bidder needs to submit separate Bid for each location..

The Proposal shall be accompanied with separate Bid Fee for each Location.

Beneficiary Name	Director of Tourism
Bank's Name	HDFC
Account Number	50100716808990
Branch	Meghalaya Secretariate Branch
Address	Shillong, Meghalaya
IFSC	HDFC0004727

c) ITB 17.1- Bid Security/ Earnest Money Deposit

The Bidder shall deposit a Bid / Proposal Security, in accordance with the provisions of this RFP. The Bidder shall provide the Bid / Proposal Security in the form of **Demand Draft (DD) or online transfer through Real Time Gross Settlement (RTGS) / National Electronic Funds Transfer (NEFT) to the account set out below or through an irrevocable and unconditional Bank Guarantee as per format enclosed with the RFP.**

Beneficiary Name	Director of Tourism
Bank's Name	HDFC
Account Number	50100716808990
Branch	Meghalaya Secretariate Branch
Address	Shillong, Meghalaya
IFSC	HDFC0004727

Project Location	Bid Security
Nongmahir Hill	14,00,000.00

d) ITB 18.1- Validity of Bid:

180 days from the Bid Due Date

D. SUBMISSION OF BIDS

a) ITB 12.1- Language of Bid

Language of the Bid and all other correspondence: English

b) ITB 20.2- Address for Bid Submission

The Director
Department of Tourism, Govt of Meghalaya
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India
Tel Fax : +91-364-2502580
Phone No : +91 7308952956

c) ITB 21.1- Bid Due Date/ Bid Schedule

Authority shall endeavour to adhere to the following schedule:

Sl No	Event Description	Date
1.	Start date of Downloading of RFP document	15.11.2024
2.	Pre-Bid Conference	29.11.2024 at 11:30 AM
3.	Last date for receiving queries	27.11.2024
4.	Start Date of Bid Submission	15.11.2024
5.	Proposal / Bid Due Date	06.01.2025 at 4.30 PM
6.	Opening of Technical Proposal	07.01.2025 at 4.30 PM
7.	Opening of Financial Proposals	To be announced
8.	Letter of Award (LOA)	To be announced
9.	Acceptance of LOA	Within 7 days of Award
10.	Signing of Agreement between Authority & Selected Bidder	Within 60 days of issue of LOA
11.	Validity of Bids	180 Days from the Bid Due Date

E. BID OPENING AND EVALUATION

a) ITB 26, 27, 28 & 29

The evaluation and award shall be done in 3 (three) steps as explained below:

Step 1 – Qualification and Shortlisting

- The Bidders are required to meet the Minimum Eligibility Criteria, as set out in in this RFP

document, to qualify for the Project (“**Technically Qualified**”) Bidder.

- ▶ Final Selection of the Bidders shall be done on the basis of **Quality and Cost Based Selection (QCBS)** process wherein the Technical Score shall be given 70% weightage and Financial Score shall be given 30% weightage as outlined hereunder.

Step 1A: Proposals shall be tested for responsiveness as per Test of Responsiveness in ITB 26

Step 1B: Non-Refundable Bid Document Fee and the Bid / Proposal Security in Envelope–1 shall be checked. Proposals without Non-Refundable Bid Document Fee and Bid / Proposal Security shall be rejected.

Step 1C: The submission(s) in Envelope–2 shall be checked.

- ▶ The Technical Capacity and Financial Capacity of the Bidder should be sufficient as per this RFP.
- ▶ The Proposals not meeting the prescribed Technical and Financial Capacity criteria will be rejected outright.

All Bidders passing Step–I of the evaluation will be considered as Technical Qualified Bidders and shall be considered for the next stage.

Step 2 – Technical Proposals

- ▶ Technical Proposals would be evaluated only for those Bidders, who qualify the Minimum Eligibility Criteria
- ▶ The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria. Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.
- ▶ Consequent upon the evaluation as per technical evaluation criteria, each Technical Bid will be assigned a **Technical Score (Ts)** out of a maximum of 100 marks.
- ▶ Technical Proposal will be evaluated, and marks shall be awarded as per the criteria mentioned below:

Sl No	Criteria	Maximum Marks
A	Firm’s Experience	40
B	Financial Capacity	30
C	Technical Presentation including Business Plan and market linkages	30
TOTAL		100

For Nongmahir Hill		
Sl No	Criteria	Maximum Marks
A. Firm’s Experience (Maximum Marks= 40)		

For Nongmahir Hill		
SI No	Criteria	Maximum Marks
1	Total number of rooms operated by the Bidder (Sole Bidder / any Member of the Consortium) (as per technical criteria (no of keys/rooms)) <ul style="list-style-type: none">50 keys in aggregate: 5 marksFrom 51 keys to 75 keys: 7.5 marksFrom 76 keys to 100 keys: 10 marksFrom 101 keys to 125 keys: 12.5 marksFrom 126 keys to 150 keys: 15 marksMore than 150 keys: 20 marks	20
2	Development, Operation and Management experience of Prefabricated Cottages/Tented Accommodation (which are not permanent concrete structure) with minimum 20 keys <ul style="list-style-type: none">For each project – 5 Marks. The operational experience during the last 7 financial years preceding the Bid Due Date	10
3	Development, Operation and Management experience of Hotel/Resort (which are permanent concrete structure) with minimum 30 keys <ul style="list-style-type: none">For each project – 2.5 Marks. The operational experience during the last 7 financial years preceding the Bid Due Date	10
B. Financial Capacity (Maximum Marks= 30)		
1	Net worth (as on 31st March 2024):	15
	<table><tr><th>Nongmahir Hill Location</th></tr><tr><td><ul style="list-style-type: none">INR 3.5 Cr to 4 Cr – 5 MarksAbove INR 4 Cr to 4.5 Cr – 7.5 MarksAbove INR 4.5 Cr to 5 Cr – 10 MarksAbove INR 5 Cr to 5.5 Cr – 12.5 MarksAbove INR 5.5 Cr – 15 Marks</td></tr></table>	
Nongmahir Hill Location		
<ul style="list-style-type: none">INR 3.5 Cr to 4 Cr – 5 MarksAbove INR 4 Cr to 4.5 Cr – 7.5 MarksAbove INR 4.5 Cr to 5 Cr – 10 MarksAbove INR 5 Cr to 5.5 Cr – 12.5 MarksAbove INR 5.5 Cr – 15 Marks		
2	Average Annual Turnover in 3 (three) years of last 5 (five) financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24	15
	<table><tr><th>Nongmahir Hill Location</th></tr><tr><td><ul style="list-style-type: none">INR 5.6 Cr to 6 Cr – 5 MarksAbove INR 6 Cr to 10 Cr – 7.5 MarksAbove INR 10 Cr to 14 Cr – 10 MarksAbove INR 14 Cr to 18 Cr – 12.5 MarksAbove INR 18 Cr – 15 Marks</td></tr></table>	
Nongmahir Hill Location		
<ul style="list-style-type: none">INR 5.6 Cr to 6 Cr – 5 MarksAbove INR 6 Cr to 10 Cr – 7.5 MarksAbove INR 10 Cr to 14 Cr – 10 MarksAbove INR 14 Cr to 18 Cr – 12.5 MarksAbove INR 18 Cr – 15 Marks		
C. Technical Presentation including Business Plan and market linkages (Maximum Marks= 30)		30
TOTAL		100

The Qualified Bidders would be required to make a PRESENTATION on Technical Proposal to the Authority. Presentation should contain the following:

Description	Requirements
Concept Design and Operations Plan (15 Marks)	The presentation should cover details like estimated project cost (components wise) along with various project milestone. Development of the master plan Draft layout, drawing, design & 3-D views for each site Note: Operator shall visit the proposed site and submit their plan /conceptual design, as applicable Operations plan including teams for housekeeping, food services, other staff for operations, change management, quality control mechanisms, feedback and grievance redressal mechanisms for end user, etc. In case of consortiums, the presentation must include the roles, responsibilities, duties of all the consortium members
Innovative ideas for better tourist experience (10 Marks)	The bidder shall propose unique features in the project that shall enhance the overall tourist experience
Marketing strategy and business plan (5 Marks)	The bidder shall propose a comprehensive marketing and business plan for the event.

Step 3 – Financial Proposals

- ▶ The Bidder scoring more than or equal to 60% in the technical evaluation ($\geq 60/100$) will be shortlisted for financial evaluation.
- ▶ In-case no Bidders score 60% or more in the technical evaluation, the Authority reserves the right to go ahead with the Bidding Process.
- ▶ **Annual Lease Rental (ALR) quoted over and above the minimum threshold / Upset Price shall be the Financial Bid Parameter.**
- ▶ Bidder who quotes the highest “**Annual Lease Rental (ALR)**” payable to the Authority payable annually for the concession granted shall be ranked as H1 Bidder and will be awarded 100 marks (Financial Score) and all other Bidders shall be placed below and ranked accordingly as H2 or H3 Bidder depending upon their quoted ALR and will be awarded Financial Score on pro-rate basis.
- ▶ The financial evaluation of the Bidders other than H1, will be done on the basis of amount quoted. H1 Bidder shall be awarded 100 marks and all other Bidders shall be awarded marks on prorated basis.

$$\text{Financial Score (SF)} = 100 \times F/F_H$$

Where,

F = Total Fee quoted by the bidder whose bid is under evaluation

F_H = Annual Concession Fee quoted by the H1 bidder.

Final Evaluation

Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS). The weightage for the composite evaluation shall be awarded as below: -

Technical (T_s) –70% and Financial (F_s) –30%

Bids shall be ranked according to their combined scores, calculated using the technical score (T_s) and financial score (F_s) and the weights as follows:

$$S = T_s \times 70\% + F_s \times 30\%$$

Bidder with the highest combined score shall be awarded the Project. In case of a tie in the final score, the Bidder having highest technical score will be selected.

b) ITB 29.3- Minimum Threshold Lease Rental/ Upset Price

Project Location	Total Land Area (In Acre)	Total Minimum Cottages	Estimated Project Cost (INR Cr.)	Minimum Annual Lease Rent (INR)
Nongmahir Hill	10	50	14	50,00,000.00

- Bidder cannot quote below the Minimum Threshold Annual Lease Rental for the project location.

F. POST QUALIFICATION AND PRE-CONDITION FOR EXECUTION OF LEASE CUM DEVELOPMENT AGREEMENT

ITB 34.1 – Performance Security

- The Successful Bidder has to furnish Performance Securities before signing of the contract in the manner as mentioned below:
 - **From the date of execution of the Contract till completion of Lease Period:** Equivalent to 3% of the Estimated Project Cost with validity of 60 (sixty) days beyond the Lease Period.

Project Location	Total Land Area (In Acre)	Total Minimum Cottages	Estimated Project Cost (INR Cr.)
Nongmahir Hill	10	50	14

Note: Performance Security shall be renewed and escalated @ 10% in every three years

SECTION III. APPENDICES AND SAMPLE FORMATS

A. APPENDIX-I. Checklist

Type of Documents	Documents Submitted (Yes/No)	Page No. of Proposal
Envelope -1 (to be sealed and submitted separately)		
Bid / Proposal Security and the receipt of online payment of Bid Document Fee		
Envelope -2 (to be sealed and submitted separately)		
Format -B: APPENDIX-II. Letter of Bid & Interest		
Format -C: APPENDIX-III. General Information of the Bidder		
Format -D: APPENDIX-IV. Affidavit		
Format -E -1/E-2: APPENDIX-V. Power of Attorney		
Format -F: APPENDIX-VI. Technical Capacity		
Format -G: APPENDIX-VII. Financial Capacity		
Format -H: APPENDIX-VIII. Certificate of Association		
Format -I: APPENDIX-IX. Acknowledgement		
Format -J: APPENDIX-X. Acknowledgement		
Format -L: APPENDIX-XII. Consortium Agreement		
Audited Financial Statements of Last Five Years		
Registration or Incorporation Certificate		
Supporting documents to support Technical Capacity (as per Clause 3.4) such as agreement copy as a proof of hotel operator/developer etc.		
Envelope -3 (to be sealed and submitted separately)		
Format -M: APPENDIX-XIII. Financial Proposal		

B. APPENDIX-II. Letter of Bid & Interest

(To be signed and submitted by the Bidder's authorized signatory on Bidder's Letter Head)

To,
The Director
Department of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

Subject: Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid(s) for the aforesaid Project. The Bid(s) is(/are) unconditional and unqualified.
2. I /We acknowledge that **Tourism Department, Government of Meghalaya**, hereinafter called 'the Authority' will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the aforesaid Project.
4. I/We shall make available to the Authority an additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we / any of our Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:

- a. *I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and*
 - b. *I/We do not have any conflict of interest in accordance with the RFP document; and*
 - c. *I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 5 of the RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and*
 - d. *I/We confirm that I/we are not blacklisted with any Ministry or Department of the Central Government, or by any of the State Governments / UT as on date. We further confirm that we will inform the Authority immediately in case of any change in this situation.; and*
 - e. *I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and*
 - f. the undertakings given by us along with the Application in response to RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them
8. I /We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions of the RFP.
 9. The Authority and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the Bid and to seek clarification from our banker regarding any financial and technical aspects. This letter of Bid will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the Bid or with regard to the resources, experience and competence of the Bidder.
 10. I/We believe that I/we satisfy the Technical Capacity and Financial Capacity for the Project, and meet the requirements as specified in the RFP document.
 11. I /We declare that we/any Member of the Consortium, or out/its Associates are not a Member of a/any other Consortium submitting a Bid for the Project.
 12. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could

cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

13. I/We further certify that in regard to matters relating to security and integrity of the county, we/any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
14. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.
15. I/We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. {I/We acknowledge and undertake that our Consortium will be selected based on the basis of Technical Capacity and Financial Capacity of those of its Members who shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement and thereafter the Lead Member must hold a minimum equity share capital of 26% of the subscribed and paid-up equity of the Concessionaire till the 10th Anniversary of COD
17. I /We acknowledge and agree that in the event of a change in control of Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of selection under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach of thereof and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, or shall incorporate prior to execution of the Concession Agreement.
19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

20. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I /We have studied all the Bidding Documents carefully and also visited the project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. The Bid / Proposal Security is enclosed in the Envelope–1 marked “Bid / Proposal Security”.
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I /We shall have any claim or right of whatsoever nature if the Project/Agreement is not awarded to me/us or our Bid is not opened or rejected.
24. The Bid Variable has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of cost and demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
26. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP or extension thereof as per the RFP.
27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Note: In case the Bidder is not a consortium, please delete the applicable clauses related to Consortium.

A. APPENDIX-III. General Information of the Bidder

(To be printed on A4 paper and signed by the Bidder's authorized signatory)

1. Details of Bidder (To be given separately by each Consortium member, in case the Bidder is a Consortium)
 - a. Name:
 - b. Legal Status:
 - c. Country of incorporation:
 - d. Address of the corporate headquarters (if any) in India:
 - e. Year of Incorporation:

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

3. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project:

4. In case of Consortium:
 - a. Information above (1 -3) should be provided for all the members of the Consortium.
 - b. Information regarding role of each member should be provided:

Sl No	Name of Member	Equity Stake	Role*
1			
2			
3			
4.			

* Specify whether Lead Member / Ordinary Member

5. Details of Associates, whose credentials are counted as part of Minimum Eligibility Criteria:

6. The following information shall also be provided for Bidder/each member of the Consortium/ Associates:

Sl No	Criteria	Yes	No
1	Has the Bidder/ Consortium Member/Associate been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any project (PPP or otherwise), and the bar subsists as on the date of Application,		

Sl No	Criteria	Yes	No
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3	Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate.		

7. A statement by the Bidder and each of the members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Signed by:

(Name of the Authorised Signatory) For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

B. APPENDIX-IV. Affidavit

(To be executed on a Stamp Paper of INR 100; To be Notarized)
(To be given separately by each Consortium member, in case the Bidder is a Consortium)

I, _____, s/o _____, resident of _____, the _____ (insert designation) of the _____ (insert name of the Bidder), do solemnly affirm and state as follows:

1. That I am the authorized signatory of _____ (insert name of Company/ Consortium) (hereinafter referred to as **"Bidder / Consortium Member"**) and I am duly authorized by the bidder organization / Consortium to swear and depose this Affidavit on behalf of the bidder organization / Consortium.
2. That I have submitted information with respect to our eligibility for the Request for Proposal (RFP) for Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP) (hereinafter referred to as **"Project"**) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. That, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by the Authority to verify our credentials / information provided by us under this tender and as may be deemed necessary by the Authority.
4. That if any point of time including the Concession Period, in case of the Authority, requests any further / additional information regarding our Financial and / or Technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of the Authority.
5. That, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. That all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

(Name, Designation and Address)

VERIFICATION:

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at _____, on this _____ day of _____, 2024.

DEPONENT

(Name, Designation and Address)

C. APPENDIX-V. Power of Attorney

APPENDIX-E-1: Format for Power of Attorney for Authorized Signatory

(To be executed on a Stamp Paper of INR 100; To be Notarized)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid to Tourism Department, Government of Meghalaya (**“Authority”**) for **“Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)”** (the **“Project”**) proposed or being developed by the Authority including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**

For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

- i. *To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.*
- ii. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- iii. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- iv. *For a Power of Attorney executed and issued in India, the notarization is to confirm that the document was executed in the presence of a notary.*
- v. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.*

APPENDIX-E-2: Format for Power of Attorney for Lead Member of the Consortium

(To be executed on a Stamp Paper of INR 100; To be Notarized)

Dated -----

POWER OF ATTORNEY TO WHOMSOEVER IT MAY CONCERN

Whereas Tourism Department, Government of Meghalaya, (the **“Authority”**) has invited Bids from interested parties for **“Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)”** (the **“Project”**).

Whereas, _____, _____, _____ and _____ (collectively the **“Consortium”**) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, [the name and address of the registered office], M/s _____ having our registered office at _____, [the name and address of the registered office] _____ having our registered office at _____, [the name and address of the registered office], _____ having our registered office at _____, [the name and address of the registered office], (hereinafter collectively referred to as the **“Principal”**) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the **Lead Member** and true and lawful attorney of the Consortium (hereinafter referred to as the **“Attorney”**). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with MTDC and/ or the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in

exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

(Executants)

Witness 1

Signature _____
Name _____
Address _____

Witness 2

Signature _____
Name _____
Address _____

Note:

- i. To be executed by all the Members of the Consortium.
- ii. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- iii. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- iv. *For a Power of Attorney executed and issued in India, the notarization is to confirm that the document was executed in the presence of a notary.*
- v. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.*

D. APPENDIX- VI:- Technical Capacity

(To be submitted on A4 paper | To be signed by both Authorized Signatory and Statutory Auditor)

Technical Capacity

Details of Hotels/Resort/Prefabricated Cottages/Tented Accommodation Projects:

Sl No	Name & Address of Hotel Hotels/Resort/Prefabricated Cottages/Tented Accommodation	Type (Permanent Structure/Not Permanent Structure)	Owner Entity	Name of Developer	Name of Operator	No. of Rooms	Operational Date (MM/YYYY)	Operational Till (MM/YYYY)	Total Period of Operations (months)
1									
2									
3									
4									
5									
6									
7									
....									

Note:

- Financial Years considered for the purpose of Technical Capacity shall be 2023-24, 2022-23, 2021-22, 2020-21, 2019-20, 2018-19, 2017-18, 2016-17, 2015-16 and 2014-15 .
- In case the credentials of an Associate of a Bidder are used, a certificate from a qualified external auditor, who audits the book of accounts of the Bidder, shall be provided to demonstrate that the person is an Associate of the Bidder.
- The form may also be submitted separately for Consortium Members, with certification by the respective statutory auditor of each Consortium Member. In such case, the Bidder must also submit a summary sheet, with aggregate experience of all Consortium Members, signed and verified by the Lead Member.**
- The following documentary evidence must be submitted along with the Proposal:
 - In support of the claimed experience, the Bidder (or each Consortium Member claiming experience) should provide certificate(s) from its statutory auditor(s) stating the veracity of the above experience.*
 - It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant experience.*

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership number of Statutory Auditor

E. APPENDIX-VII: Financial Capacity

Format for Financial Capacity

(To be submitted on A4 paper | To be signed by both Authorized Signatory and Statutory Auditor)

Financial Capacity

To be mentioned separately for each Consortium Member / Associate of Bidder

Financial Capacity	Single Entity/ Consortium Lead Member	Consortium Member-2	Consortium Member-3	Associates, if any
A. NET WORTH				
Net Worth as of 31 st March 2024				
Aggregate Net Worth				
B. TURNOVER				
Turnover in 2019-20				
Turnover in 2020-21				
Turnover in 2021-22				
Turnover in 2022-23				
Turnover in 2023-24				
Average Annual Turnover of (3 years of the Last 5 Years in Crores)				
Aggregate of Average Annual Turnover				

Note:

- All the Financial numbers are to be given in Indian Rupees.
- In case of the use of credentials of an Associate of a Bidder, a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that the person is an Associate of the Bidder.
- The form may also be submitted separately for the Consortium Members, with certification by the respective statutory auditor of each of the Consortium Members. In such case, the Bidder must also submit a summary sheet, with aggregate average turnover and net worth of all Consortium Members, signed and verified by the Lead Member.
- The following documentary evidence must be submitted along with the Proposal, to support Financial Capacity claim:
 - The Bidder, or each Consortium Member / Associate claiming experience, shall attach copies of the P&L, Balance sheet and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements must be:
 - be audited by a statutory auditor **AND**
 - be complete, including all notes to the financial statements.
 - It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant experience.

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Statutory Auditor

F. APPENDIX-VIII: Certificate for Associate

Certificate from the Statutory Auditor regarding Associate

OPTIONAL – IN CASE THE BIDDER HAS USED CREDENTIALS OF ITS ASSOCIATES TO MEET TECHNICAL / FINANCIAL CAPACITY

(To be printed on Letter Head)

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid-up voting equity of _____ (name of the Bidder/ Consortium Member/Associate) is held, directly or indirectly¹, by (name of Associate/ Bidder/ Consortium Member). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 3.2.5 of the ITB.

A brief description of the said equity held, directly or indirectly, is given below:

.....

{Describe the shareholding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Signature of Statutory Auditor of Bidder / Consortium Member

Signature of Authorized signing officer of the consortium member, whose Associate is certified herein.

Signature of Authorized Signatory

¹ In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the shareholding in each such company should be more than 50% in order to establish that the chain of "control" is not broken

G. APPENDIX-IX: Acknowledgement Letter

(To be submitted on Company's Letter Head by Single Bidder / each Consortium members separately))

I _____ (full name), s/o _____, the
_____ (insert designation) of the
_____ (insert name of the single Bidder / Consortium member,
in case of a Consortium), state as follows:

- a. Have reviewed the entire Proposal.
- b. Proposal submitted is in accordance with each key element of the Proposal, including, but not limited to, its Technical and Financial components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process.
- c. Have participated in only one Proposal for a given Project.
- d. Each of the Consortium members will be jointly and severally liable to the Authority.
- e. Acknowledges that the Authority reserves the right to reject any / all Proposals including the highest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason.

Authorised signatory

Date:

Name and seal of the Bidder

Place:

H. APPENDIX-X: Acknowledgement Letter

(To be submitted on Company's Letter Head by Single Bidder / Lead Member of the Consortium)

Ref.

Date:

To,
The Director
Department of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

I. APPENDIX-XI: Format for Bid Security (Bank Guarantee)

BID / PROPOSAL SECURITY

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____

Dated: _____

ISSUER OF BANK GUARANTEE:

_____ (Name of the Bank)

(Hereinafter referred to as the “Bank”)

BENEFICIARY OF BANK GUARANTEE:

The Director
Department of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

NATURE OF BANK GUARANTEE:

Unconditional and irrevocable Bank Guarantee.

CONTEXT OF BANK GUARANTEE:

In pursuance of Clause 4.4 of Volume-I of the Request for Proposal Document dated _____ 2024 (hereinafter referred to as the “RFP” inclusive of draft Concession Agreement) for **Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)** (hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the contract in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

1. At the request of the _____ (name and address of the Bidder), we _____ (name and address of the bank), (hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to **Tourism Department, Government of Meghalaya (TDGOM) (the “Authority”)** i.e., the beneficiary on behalf of the Bidder, up to a total sum of **INR _____ (Rupees _____ Only)**, such sum being payable by us to the Authority immediately upon receipt of first written demand from the Authority.
2. We unconditionally and irrevocably undertake to pay to the Authority on an immediate basis, upon receipt of first written demand from Authority and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the Authority to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of **INR _____ (Rupees _____ Only)**, or to show grounds or reasons for the demand

or the sum specified therein, the entire sum or sums within the limits of INR _____ (Rupees _____ Only).

3. We hereby waive the necessity of the Authority demanding the said amount from Bidder prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the contract, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Authority shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Bidder, which are recoverable by the Authority by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Contractor. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Authority.
6. We unconditionally and irrevocably undertake to pay to the Authority any amount so demanded not exceeding INR _____ (Rupees _____ Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Authority shall be a valid discharge of our liability for payment under this Guarantee, and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ <180 days from the Proposal Due Date>.
8. This Bank Guarantee is issued by the Bank having its office at _____ but as per the Authority's requirement, this Guarantee can be encashable / negotiable at the Bank's branch at Shillong having address at _____.

Notwithstanding any contained herein:

- 1) Our liability under this Bank Guarantee shall not exceed Indian INR _____ (Rupees _____ only).
- 2) This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ (Date of Submission of Bid) to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Authority, serves upon us a written claim or demand on or before _____.

Authorized Signatory (Bank)

J. APPENDIX-XII: Draft Consortium/ Joint Bidding Agreement

(To Be Made on Stamp Paper of Requisite Value and Notarized)

This Consortium Agreement (the "AGREEMENT") made at _____ on this ____ day of _____, (Year)

BY AND BETWEEN

M/s _____ {Lead Member (Consortium Member 1)}, a _____ incorporated under _____ (name of the relevant act/law of under which registered in the Country of Registration) and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the **ONE PART**;

AND

M/s _____ (Consortium Member 2), a _____ incorporated under the _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the **SECOND PART**;

AND

M/s _____ (Consortium Member 3), a _____ incorporated under the _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the **THIRD PART**;

(_____ and _____ and _____ shall be individually referred to as the "Party" and jointly referred to as the "Parties" or "Consortium Members").

WHEREAS:

- A. Tourism Department, Government of Meghalaya (TDGOM) (hereinafter referred to as the "**Authority**"), invited Bids/ Proposals for the work of "**Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)**" (hereinafter referred to as the "**Project**").
- B. M/s _____, M/s _____ and M/s. _____ have agreed to consolidate their resources and experience, and apply jointly as a Consortium (hereinafter referred to as the "Consortium"), vide this Consortium Agreement, for the purpose of developing and completing the Project, within time frame stipulated in the Request for Proposal Document (hereinafter referred to as the "RFP document").
- C. M/s _____, M/s _____ and M/s. _____ have therefore agreed to enter into this Consortium Agreement in respect of the submission of the Bid/ Proposal for the Project on the terms set out below.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared as the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective.
- b) The role of role and the responsibility of each Party for the "Project" shall be as follows:

Name of the Member	Type of Member	Shareholding	Role & Responsibility
	Consortium Member-1 (Lead Member)		
	Consortium Member-2		
	Consortium Member-2		

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

- a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party (Lead Member): ...%

Second Party:%

Third Party:..... %

- b. The Parties undertake that the First Party (Lead Member) shall hold the above-mentioned shareholding of the subscribed and paid-up equity share capital of the SPV for a period of 5 years from COD and, thereafter, Lead Member shall hold at least 26% (twenty -six per cent) of the subscribed and paid-up equity share capital of the SPV till the 10th Anniversary of COD
- c. The Parties undertake that the Non-Lead Member nominated at the time of submission of the Proposal, whose credentials are counted for evaluation of Technical Capacity and Financial Capacity, shall hold a minimum shareholding of 26% (twenty-six percent) respectively for a period of 5 years from COD.
- d. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid / Proposal Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by the laws of India.
- b. **Confidentiality** – All information, document, etc. exchanged between the Parties related to this agreement or the preparation of any Bid or the performance of the Project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and / or use any Information, without prior consent of the other Party.
- c. **Term and Duration** – This Agreement shall come into effect on the date of submission of the Bid/Proposal for the Project. This Agreement shall terminate upon the successful completion of the Project and may be extended further for such period as may be required by the Authority. This Agreement can be terminated only upon Consortium's Bid for the Project is conclusively rejected by the Authority.
- d. **Costs/Expenses** – All out-of-pocket expenses/costs of and incidental to this Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties. Each Party shall pay and bear their own advocated/solicitors fees in the preparation of this Agreement.
- e. **Governing Law** – This Agreement shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.
- f. **Settlement of Disputes** – Any disputes arising out of this Agreement shall be amicably settled by the Authorised representatives of the Parties; failing which, any such disputes shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this Agreement.
- g. **Language of Arbitration** shall be English. The venue of the Arbitration proceedings shall be in Dehradun, India. The Parties jointly and severally undertake that the Project shall not be affected during the dispute(s) or the settlement of dispute(s) period.
- h. The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.
- i. In the event of a dispute between the Parties over the subject of this Agreement, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute.
- j. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

- k. **Amendments** – This Agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from the Authority.
- l. **Notices** – Any notices, requests, demands or any communications from any party to the other party under this Agreement shall be by Regd. / Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform the Authority and the other Parties/ Consortium Members of any such change.
- m. **Assignment** – None of the Parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of the Authority.
- n. **Entire Agreement** – This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

Witness:

1. _____

2. _____

K. APPENDIX-XIII: Format for Financial Proposal

To,
The Director
Department of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

Sub: Financial Proposal for (RFP) Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)

Sir,

With reference to the subject RFP document dated I/ we have examined the Bidding Documents and understood their contents,

I/ we offer for **“Development, Operation and Maintenance of Luxury Cottages located at Nongmahir Hill in Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)”** in accordance with the stipulated terms and conditions and other particulars therein as defined in this RFP.

I / we hereby offer and agree to pay the following as Annual Lease Rent for the below mentioned Property:

Name of the Property	Quoted Annual Lease Rent (INR)	Quoted Annual Lease Rent in Words
Nongmahir Hill, Meghalaya		

I/ we agree that my/ our Financial Bid shall remain valid for a period as mentioned in this RFP 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 TDGOM.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm: Address

Date

Signature

Authorized Signatory with Official Seal