



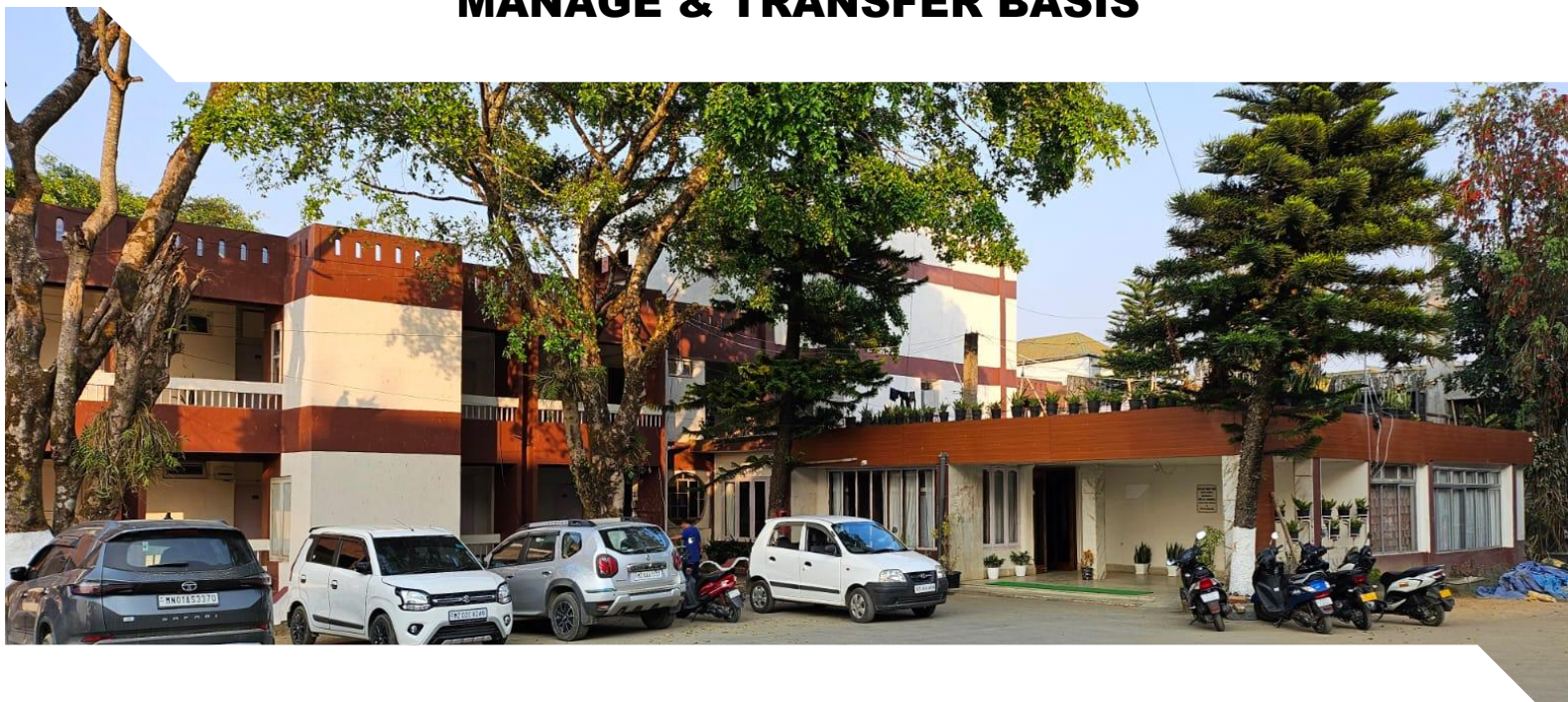
REQUEST FOR PROPOSAL (RFP)

FOR

**DEVELOPMENT OF 4-STAR OR HIGHER CATEGORY HOTEL
IN
AIZAWL, MIZORAM**

ON

**DESIGN, BUILD, FINANCE, MAINTAIN, OPERATE,
MANAGE & TRANSFER BASIS**



**DEPARTMENT OF TOURISM
GOVERNMENT OF MIZORAM
MIZORAM NEW CAPITAL COMPLEX, KHATLA
AIZAWL, MIZORAM – 796005
PH. 0389- 2333475**



LIST OF IMPORTANT DATES IN CONNECTION WITH THIS BID.

Name of Work: LEASING OUT AND DEVELOPMENT OF 4 STAR CATEGORY OR HIGHER CATEGORY HOTEL IN AIZAWL, MIZORAM ON DESIGN, BUILD, FINANCE, MAINTAIN, OPERATE, MANAGE & TRANSFER (MOMT) BASIS.

Sl. No.	Milestones	Information
1.	Date of Publishing of RFP	15.05.2025 @ 9:00 AM
2.	Period of downloading of Bidding Documents at https://tourism.mizoram.gov.in	15.05.2025 – 15.06.2025
3.	Pre-Bid Conference	30.05.2025 at 12:00 Noon
4	Last Date for receiving queries	29.05.2025 at 5:00 PM
5.	Tourism Department's response to queries latest by	09.06.2025
6.	Proposal Due Date (PDD)	16.06.2025 at 10:00 AM
7	Opening of technical proposals	16.06.2025 at 14:00 hours
8.	Date of Technical Presentation	23.06.2025
9.	Opening of Financial Proposals	To be informed separately after technical evaluation.
10.	Place of Opening Bids:	Aizawl, Mizoram
11	Last date of Bid Validity:	180 days from PDD.
12.	Officer inviting Bids:	Director, Tourism Department. Government of Mizoram.

NOTICE INVITING REQUEST FOR PROPOSAL

The Secretary to the Government of Mizoram, Tourism Department invites proposal from bonafide & resourceful authorized organization/hotelier/firm, for running & operation of Tourist Lodge Chaltlang located at Aizawl, Mizoram through e-Procurement website of Government of Mizoram, www.mizoramtenders.gov.in.

Sl no	Description	Bid Security	Bid Processing Charges	Proposal Due Date
1.	LEASING OUT AND DEVELOPMENT OF TOURIST LODGE CHALTLANG, AIZAWL, MIZORAM ON DESIGN, BUILD, FINANCE, MAINTAIN, OPERATE, MANAGE & TRANSFER (DBFMOMT) BASIS	Rs. 25,00,000/-	Rs.100,000/-	(Upto 12 hours)

- The other details related e-proposal can be seen and obtained from the website <http://mizoramtenders.gov.in> and <http://mizoram.tourism.gov.in>
- Corrigendum if any will be published only on the above websites.

Sd/-
Director
Tourism Department
Government of Mizoram.

INSTRUCTION TO THE BIDDERS FOR PURSUING THE E-TENDER.

1. Eligible bidders shall participate in tender online through the government e-procurement portal at <http://mizoramtenders.gov.in>. Tender shall be in a single stage two-bid system:
 - i) Technical bid
 - ii) Financial bid
2. Bidders willing to take part in the process of e-tendering are required to obtain a valid Class 2/Class 3 Digital Signature certificate (DSC), from any of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>.
3. **Scope of Work:**

The Development of 4-Star or higher category hotel in Aizawl on Design, Build, Finance, Maintain, Operate, Manage and Transfer (**DBFMOMT**) basis is proposed to be taken up on PPP mode during the year 2024-25 that conforms to relevant guidelines as specified in the Draft RFP document. The Successful Bidder shall be responsible for maintenance of the asset as per the industry norms. Scope of work given above is only indicative. The detailed scope has been described in the RFP document.
4. The governing rules of the Mizoram Public Procurement Rules 2020 and the General Financial Rules 2017 shall be adhered to. Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of Bid Document and the contract shall be executed as per the provisions of the Terms of Contract. The detailed Qualifying Requirements (QR) is given in the Standard Bidding Documents (SBDs).
5. **Bid Security and Bid Processing Charges** The Bid Security shall be in the form of a Demand Draft in favour of Director, Tourism Department, Government of Mizoram, payable at Aizawl, Mizoram.
6. **Power of Attorney**, if given to authorized signatory for signing the Contract Agreement, shall be made in an INDIA NON-JUDICIAL STAMP OF Rs.100.00 (Rupees one hundred) only and must be notarized.
7. The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.
8. **Downloaded NIT**, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in NIT and Bid Document.
9. **Submission of Bids:**

Bids are to be submitted online through the website as prescribed in this document. All the documents uploaded by the bidder form an integral part of the bid document. Bidders are required to upload all the bidding documents along with the other documents, as asked for in the Bid, through the above mentioned website and within the stipulated date and time mentioned in the Tender.

Tenders are to be submitted in two phases at a time for the work: one for Technical Proposal and the other for Financial Proposal. The Bidder shall carefully go through the requirements and prepare the required documents to be uploaded.

The bidder shall scan all the documents before uploading and all scanned documents shall be of 300 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.

The Bidder needs to fill up their name and rates for all the items and in the designated Cells of the downloaded BOQ for the related work, and upload the same in the designated location of **Financial Bid**. The Bidder should ensure that the documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders shall specially take note of all the addendum/corrigendum if any related to the tender and upload the latest updates as part of the tender.

BID-I (Technical Bid):

The Technical Bid should contain scanned copies and/or declarations in the following standardized formats.

A. My Document (Non-Statutory):

All the below-mentioned documents/certificates are to be uploaded with digital signature in the 'My Document' available after login in the e-procurement portal <http://mizoramtenders.gov.in>. Bidders are requested to scan the necessary documents in 300 dpi resolution into PDF. 'My Document' shall be populated prior to real time bidding so that the uploaded documents/certificates stored in 'My Document' could be appropriately clubbed / Checked for incorporation in the Bid during real time bidding.

An indicative organization of 'My Document' and the related documents are indicated here under.

Sl. No.	Folder Name	Documents to be uploaded
1.	Registration/ trade license & other statutory documents	Registration certificate, Trade license, CIN, LLPIN, FCIN No.
2.	Draft RFP documents	Corrigendum, if published
4.	Tax related document	PAN Card, GST Registration Certificate, Tax Deduction & Collection Account No. (TAN)
5.	Financial details	"Audited Financial Statement" including Balance Sheet, Profit & Loss Statements and Income Statements of last five financial years (2019-2020 to 2023-2024) with auditor's certificate showing annual turnover from the business in each year.
6.	Misc. document	Any other documents found necessary

B. Statutory Documents:

After uploading the above mentioned non-statutory documents/certificates, Bidders shall inter alia upload the following documents during real time bidding.

I.	Notice inviting Proposal and Transaction scanned copy of submission of online bid security and bid processing charges.
II.	Downloaded RFP & Agreement Document with signature at each page
III.	Power of Attorney as per the format enclosed at Appendix 1A.
IV.	Nomination of Lead Member by the Consortium at Appendix 1B
V.	Bidder details as per the format at Appendix 2
VI.	Application as per the format as at Appendix 3 , with supporting documents
VII.	Completed Format for Experience as in Appendix 4 (BRS 1 and BRS 2), along with supporting documents ;
VIII.	Completed Format for Techno-Commercial Capability Evaluation as in Appendix 5 (BRS 3 & BRS 4) and Appendix 6 , along with supporting documents.
IX.	Anti-collusion certificate as per the format at Appendix 7
X.	Project undertaking as per the format at Appendix 8A
XI.	An undertaking as per format at Appendix 8B from each member in case of a Consortium
XII.	Memorandum of Understanding (MOU) on formation of Consortium as per the format enclosed at Appendix 9.
XIII.	Letter of Acceptance as per the format at Appendix-10
XIV.	Financial Proposal as per Appendix-11
XV.	Letter of Undertaking as per format at Appendix-12
XVI.	Integrity Declaration as per Appendix - 13

Note-1: It is mandatory for all the Bidders to submit the above mention documents.

Note-2: Bidders are requested to scan the necessary documents/certificates in 300 dpi resolution into PDF.

BID-II Financial Bid (meant for soft copy uploading only):

i) Financial Proposal may be noted as below.

Note-1: Bill of Quantity (BoQ) i.e. Price schedule, which is the Rate quoting sheet in MS-Excel shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. The Bidder shall always open the BoQ sheet with Macros Enabled. The Bidder shall quote rates in figures only, for all items in the Bill of Quantity (BoQ).

Note-2 : Figures shall be accepted up to two decimal points for each item.

10. BoQ (Price Schedule) TAMPERING:

The BoQ (Price schedule) as specified in this document is meant for downloading by the Bidders for filling up the relevant fields stipulated for rates & bidder's particulars that leads to eventual uploading as Financial Bid. The BoQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed/ enabled to run.

Bidders are hereby requested not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BoQs with stated violations will be treated as Tampered BoQs and Bids uploaded with Tampered BoQs will be summarily rejected.

Note: All items in the BoQ should be quoted by the bidder. Any item not quoted may be regarded as tampered BoQ.

11. Bidders are allowed to bid 24x7 till the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid will be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time.

12. For any clarification related to NIT/Bid Document/e-procurement, bidder(s) are requested to contact:

O/o The Director,
Tourism Department,
Government of Mizoram,
Mizoram New Capital Complex,
Khatla, Aizawl,
Mizoram - 796005.
Ph. No. (0389)2333475,
Email id : mizoram.tourism@gmail.com.

13. Addendum/amendments/corrigendum:

Before the last date for uploading of Tenders, the authority may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment/ Addendum/corrigendum.

Any addendum/amendments/corrigendum issued by the authority shall be part of the tender Document and it shall be published in the e-procurement portal at <http://tourism.mizoram.gov.in> or <https://mizoramtenders.gov.in>. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail. However, Tourism Department shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the site frequently in order to keep themselves updated for taking further course of action from their end.

14. Tendering Authority reserves the right to cancel/withdraw this tender without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

15. Important Instruction to the Bidder:

Bidder shall take separate printout of Undertaking (Appendix –8A) and shall fill the necessary information & put signature (mandatory with black ink) with stamp/seal, and then scan them into PDF (**in 300 dpi resolutions**). Finally those documents should be uploaded (with digital signing) in “**My Document**”. If any of the certificates/documents furnished by the Bidder, is found to be false / fabricated / bogus, the bidder will be liable for blacklisting and their E.M.D. will be forfeited.

16. The concerned company/firm who stands blacklisted/banned /debarred either by Tender inviting authority or Govt. of Mizoram or by any other State/ Central Govt and its procurement agencies on the date of bid submission shall not be eligible to participate in the tender.

17. Bid Opening: The Bid will be opened online by the designated Bid Openers at the office of The Director, Tourism Department, Government of Mizoram at the Time, Date and Venue as specified in the Bid Documents.

18. Bid will be evaluated against the specified parameters / criteria set out in this document. The result of bids evaluation can be seen in the e-Procurement application <https://mizoramtenders.gov.in> by all the bidders who participated in the bid.

19. The Preferred Bidder shall also **remit 2 times of the value of annual rental value** in the form of Demand Draft from a Scheduled Bank in favour of Tourism Department, Government of Mizoram, payable at Aizawl, along with the Letter of Acceptance **as performance security**. The performance security shall be released after 60 days from the end of Lease period.

20. The Preferred Bidder shall provide an undertaking to deposit annually within 15 days from the Appointed date or its anniversary as may be applicable an Annual Concession Fees, which shall be 6% of the Upfront Concession Fees for the first year; and which shall be enhanced by 5% of the previous year's Annual Concession Fees for every year of Concession thereafter.

21. The Minimum value of annual lease rent:

- 1) The Minimum value of annual lease rent has been finalized as **Rs. 96.00 lakh (Rupees Ninety six lakh) only** + 12% GST for leasing out and development of Tourist Lodge Chaltlang located at Aizawl, Mizoram.

Sd/-
DIRECTOR
Tourism Department
Government of Mizoram

REQUEST FOR PROPOSAL***Development of 4-Star or Higher category Hotel
In Aizawl, Mizoram******On Design, Build, Finance, Maintain, Operate, Manage & Transfer (DBFMOMT) basis.*****Details of Tender:**

This tender is for the Development of a 4-Star or higher category Hotel in Aizawl, Mizoram by a private Concessionaire on Design, Build, Finance, Maintain, Operate, Manage and Transfer basis. This RFP Document consists of:

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DISCLAIMER

The information carried in this Request for Proposal (RFP) document or subsequently provided, whether verbally or in documentary form, by or on behalf of Department of Tourism, Government of Mizoram, (hereinafter referred to as the "Authority") other local agencies, Government of Mizoram or any of their employees or advisors is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide information that may be useful to the interested parties in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the 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 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 own investigations and analysis to check the completeness, accuracy, adequacy, correctness and reliability 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors 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 pre-qualification of Bidders for participation in the Bidding Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The 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 Authority is bound to qualify any Bidder or select qualified Bidders for Bid Stage or

to appoint a Concessionaire for the Project and it reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will be the responsibility of 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 Proposal, regardless of the conduct or outcome of the Bidding Process.

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent and no claims on that account shall be entertained by the Authority.

DEFINITIONS

Agreement/ Concession Agreement : "Agreement/ Concession Agreement" shall mean the Draft Concession Agreement given in VOL-II of the RFP document.

Associates : For Bidding Company or a Consortium Member, only those entities would be "Associates" who control and are controlled by or are under the common control with such Bidder/Consortium Member.

Bank : "Bank" shall mean any branch of State Bank of India (SBI) or any other Nationalized Bank or any Indian Scheduled Commercial Bank.

Bidder(s) : "Bidder(s)" shall mean Bidding Company or Bidding Consortium that has submitted a Proposal in response to this RFP Document.

Bid Document : "Bid Document" shall mean this Request for Proposal document or any other document issued by Tourism Department, Government of Mizoram as part of the Bid Process.

Bid Process : "Bid Process" shall mean various activities taken up by the Authority leading up to the selection of the Successful Bidder.

Bidding Company : "Bidding Company" shall mean a corporate entity (Public or Private Limited) registered under the Companies Act, 1956.

Bid Evaluation Committee/BEC : “Bid Evaluation Committee/BEC” means the committee duly constituted by Tourism Department, Government of Mizoram to evaluate the Proposals.

Bid/ Proposal : “Bid/ Proposal” shall mean together Technical Bid and Financial Bid as defined in Clause 1.3 as submitted by the Bidders in response to this RFP Document.

Bid Security : “Bid Security” shall have the meaning as in Clause 2.13 of this document.

Validity Proposal : “Bid Validity Period” shall mean the period stipulated in Clause 2.17 of Section 2 of this RFP Document, for which the Proposal submitted is valid.

Bid Value/ Financial Proposal : “Bid Value” shall mean the amount offered by the Bidders in the Financial Proposal for the purpose of developing the Project at the Project Site. Bid Value accepted by the Authority in respect of the Successful Bidder/ Concessionaire shall become payable to Tourism Department, Government of Mizoram in the manner prescribed in this document.

Competent Authority : Competent Authority shall mean the authority having the power to accept or reject the Proposals of the Bidders pursuant to evaluation of the same by the Bid Evaluation Committee.

Consortium : “Consortium” shall mean Group of companies that have jointly submitted the Proposal for the Project.

Consortium Member : Each entity in the Bidding Consortium shall be referred to as a “Consortium Member”.

Construction Period : For the Project, “Construction Period” shall mean a period of 30 months from the date of Letter of Award or any extension as may be specifically mentioned herein or in the Concession Agreement within which the Project shall be constructed by the Successful Bidder / Concessionaire. This period shall include the time for obtaining the requisite clearances whatsoever required.

Floor Area Ratio : “ (FAR)” (being the abbreviation of the whole words “Floor Area Ratio” means the quotient obtained by dividing the total floor area of all the floors of a building by the area of the plot, formula being as follows:
$$\text{FAR} = (\text{Total floor area of all the floors}) \div (\text{the area of the plot}).$$

Financial Bid / Financial Proposal : “Financial Bid / Financial Proposal” shall mean the information submitted as per Appendix 11 of this document and is part of the Bid/Proposal.

Good Industry Practice : Good Industry Practice shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.

Lead Member / Lead Consortium Member (LM/ LCM) : In case of a Bidding Consortium, the "Lead Member (LM)/ Lead Consortium Member (LCM)" shall be that Consortium Member vested with the prime responsibility of developing the Project and holding not less than 26% stake in the Consortium.

Lease Period : Lease Period shall be the total period for which the Project Site shall be handed over to the Concessionaire, and shall be subject to the prescribed terms and conditions and the milestones to be achieved in the manner prescribed.

Letter of Acceptance : "Letter of Acceptance" shall have a meaning as referred in Appendix 10 of this Document.

Project : "Project" shall mean designing, engineering, procuring, financing, construction, operation, management and transfer of a minimum of 4- Star or higher category Hotel in the Project Site as defined hereafter in accordance with the provisions of the Concession Agreement.

Project Site : "Project Site" shall mean the land measuring on record 98157 sq. ft. at Tourist Lodge Chaltlang or the actual area thereof that may emerge after demarcation through the designated Revenue Department authorities prior to handing over in pursuance of the Concession Agreement to be entered with the successful bidder

Proposal Due Date : "Proposal Due Date/ PDD" shall have the same meaning as referred to in Clause 2.16 of this Document.

Responsiveness / Non-responsive : "Responsiveness / Non-responsive" shall mean as referred in Clause 3.2 & 4.2 of this document for Techno-Commercial Proposal and Financial proposals respectively.

Request for Proposal (RFP) : "Request for Proposal" shall mean this document inviting the submission of "Proposal" to Design, Build, Finance, Maintain, Operate, and Manage the 4- Star or higher category Hotel at the Project Site.

Selection Process : "Selection Process" shall have the same meaning as the 'Bid Process'.

Subsidiary/Subsidiaries : For a Bidding Company or a Consortium Member, Subsidiary/ Subsidiaries shall mean only those entities in which the Bidding Company/ Consortium Member" hold(s) more than 50% of the voting securities directly.

Successful Bidder/Concessionaire : Successful Bidder is the Bidder who inter-alia meets the following requirements (a) meets the Techno-Commercial criteria; and (b) who secures highest score in overall evaluation of proposals to be made on the basis of evaluation of Techno-Commercial proposals & Financial proposal and adheres/ consents to adhere to all other conditions laid down by the Authority in regard to the Project.

SECTION-1. INTRODUCTION

1.1 PROJECT BACKGROUND

Tourism Department, Government of Mizoram

The Department was created in 1987 by bifurcating Information, Public Relations and Tourism Department (IPR&T) to act as a nodal agency for development and promotion of tourism in the State. Since, then it has been making endless efforts to promote tourism in the State by utilizing the available resources, building new tourist infrastructures, promoting rural tourism, focusing on human resource development and by promoting fairs and festivals. At present, it is headquartered at Aizawl and has no other offices in the districts.

The vision of the Department is *“to develop Tourism in a sustainable and integrated manner so as to make Mizoram a major national and international tourism destination, catalysing growth and economic development”*. The Department has decided to develop a 4-Star or higher category Hotel on Design, Build, Finance, Maintain, Operate, Manage and Transfer (**DBFMOMT**) basis in Aizawl, Mizoram.

Tourist Lodge Chaltlang	1	Room	61 (42 dbl, 9 sgl, 10 suit room)
	2	Dormitory	1 (12 bedded)
	3	Conference hall	2 (120 & 220 capacity)
	4	Kitchen	1
	5	Dining hall	1
	6	Car parking	20 -30 vehicles
	7	Lounge/reception area	1
	8	Green Room	1
	9	Staff Quarter	11

Aizawl City

Mizoram's capital city, Aizawl, emanates the charm of a hill station because of its location on the edge of steep ridges of mountains, approximately 1,132 meters above sea level. Aizawl the capital city has been witnessing economic boom. It is the largest urban centre in the State which makes it an attractive business and investment destination as well as a hub for education and health facilities.

Need for the Project

Aizawl is one of the fastest growing non-metropolitan cities of India. Being the capital, it is the administrative centre with presence of several Central and State Government Departments and Public Sector Undertakings. It is also well connected to Bangladesh and Myanmar for trade and commerce. Air services connect Aizawl and various other cities in India including the capital Delhi. Seamless rail-connectivity will commence shortly with the completion of Broad Gauging presently underway. Aizawl is well-known for its cultural heritage and tourist attractions, including adventure and wildlife activities.

The growth of economy, connectivity infrastructure and opportunities is reflected in :

- Growing aerial traffic into and from Aizawl to various national destinations ;
- Increased occupancy of Government / non-star accommodations round the year ;
- High peak season occupancy between October to March ;
- Greater disposable incomes and rising public consumption ;
- Rising business and tourist traffic to places of interest in the State;

Therefore, a 4-Star or higher category Hotel will fill up a felt gap of quality accommodation in Aizawl.

Proposed Location of the Project

The location of the proposed Project is in a prime location of Aizawl called Chaltlang. The land measuring on record as per DPL 57 of 1997 is 10,580 sq.ft and DPL 105 of 1978 is 87,577 sq.ft respectively. The location is 2 kms from the heart of the city within close vicinity to the market, places of administrative, tourist and business importance.

(Map of the Project Location)



PROJECT SITE

1.2 PROJECT COMPONENTS

The Project has to conform to the guidelines / norms of the Ministry of Tourism, Government of India made from time to time for a 4-Star or higher Category Hotel. The latest guidelines of Ministry of Tourism (H.R. Division), Government of India as issued vide No.8-TH-I (3)/2013-Pt-1 dt.19-01-2018 and as may be updated / amended from time to time, subject further to the guidelines as may be prescribed by the Department of Tourism, Government of Mizoram under the Mizoram Responsible Tourism Trade Act 2020 to be followed in this regard.

In particular, the said guidelines should be conformed to, inter alia in respect of the facilities prescribed for such an accommodation including Guest Room & attached Bathrooms, Suites, Public Rest Rooms, Food & Beverage Facilities such as multi-cuisine Restaurant, Coffee Shop, Specialty Restaurant, Bar, 24-Hour Room Service etc., Book Shop, Business Centre, Swimming Pool, Parking Facility, Conference Hall and Facilities, Staff welfare facilities, Guest Services, Public Rest Room and Other Amenities.

The Project has to be formally accredited/ branded as a 4-Star or higher Category Hotel by the Ministry of Tourism, Government of India. While at least a 4-Star hotel accommodation would be acceptable to begin with, it is desirable that the Project should be designed to be upgraded to at least a 5-Star Hotel in future. It is also expected that the Name and appearance of the Hotel building shall maintain congruence with the surroundings/ location.

Development Mode and Scope of Work

The Project is proposed to be developed on Design, Build, Finance, Maintain, Operate, Manage and Transfer (**DBFMOMT**) and Manage basis. The Successful Bidder / Concessionaire shall be responsible for designing, engineering, financing, procurement, construction, operation, maintenance and management of the Project under and in accordance with the provisions of the concession agreement to be entered into between the Successful Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

The Concessionaire shall ensure operation and maintenance of the Hotel facility as per the minimum industry standards prescribed for a 4-Star or Higher Category Hotel and in pursuance of the same may enter into tie ups with the known brands in the industry.

The natures of the Project Facilities (Minimum and Optional) that shall be allowed and the list of prohibited activities are detailed in the table below.

Sl. No.	Project Facilities	Facilities
1.	Minimum Development Obligations / Essential Facilities	Four Star Hotel a. Minimum number of rooms shall be 80 (provision for future expansion of minimum 50 additional rooms to be made in the building design). b. Coffee Shop of 50 seating capacity.

		c. Specialty Restaurant of 75 seating capacity. d. Lounge of 50 seating capacity. e. Executive Health Club which includes Gymnasium, Spa & Health Club, Indoor & Outdoor recreation Facilities. f. Food-Beverages and other ancillary facilities as per the standards/ requirements in the Ministry of Tourism Guidelines.
2.	Optional Facilities	Four Star Hotel: a) Concessionaire on his discretion can opt to develop a 5-star hotel facility in place of 4 star facilities with number of rooms not less than 100 and maximum being permitted as per applicable Government / Statutory Body byelaws and regulations.
3.	Prohibited activities	Prohibited activities include but are not limited to, use of any built up space for the purposes directly or indirectly, as Residential, Hospital, Warehousing, Car Showrooms, Industrial Activities, Automobile-repair/services/vehicular servicing shops, LPG Godowns, Petrol Bunk, any trade or activity involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process.

BRIEF DESCRIPTION OF THE BIDDING PROCESS

Tourism Department invites Request for Proposal (**RFP**) from interested parties to participate in the Bid Process. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 2.16 for submission of Bids (the “**Proposal Due Date**”).

Tourism Department shall follow a single phase two bid Process for selection of the Bidder for the Project. The submission of Bids by interested parties in response to the Bid Document would be required to be in two separate sealed envelopes as indicated below:

Phase I: Qualifying documents i.e Processing Fees, Bid Security, proof of Experiences, financial details.

Phase II: Techno Commercial Proposal.

Phase III : Financial Proposal

The Proposals received would be subjected to a prima-facie check for responsiveness followed by a stepwise evaluation procedure. The brief highlights of the process are given below :

- a. There shall be a Pre-Bid conference before the RFP Proposal submission. Queries with respect to the Project may be sent to the Authority through email at the address provided in this RFP document as specified in Clause 2.7.1.& clause 2.25.

- b. Attendance of the Bidders at the Pre-Bid meeting is not mandatory. However, Tourism Department may not respond to the queries from a Bidder subsequent to the Pre-Bid meeting.
- c. During the Bid Process, Bidders would be required to furnish the information specified in this RFP Document.
- d. This RFP deals with both the Techno-Commercial Proposal or the first stage and the Financial Proposal or the second stage. However, Financial Proposals of only those Bidders shall be opened who are found to qualify at the Techno-Commercial stage.
- e. Bidders are expected to examine the Project in detail, and to carry out such studies as they deem fit prior to submitting Proposals for implementation of the Project.
- f. The Project would be awarded to the Successful Bidder after evaluating the Proposals based on the bidding criteria specified in the RFP document for the Project.
- g. This RFP document contains the required details of the process to be followed during the entire bidding process.

1.4 GENERAL RESPONSIBILITIES OF THE BIDDERS

Project Approvals: Bidders would be given the option to plan and design the Project conforming to the applicable Building Bye-Laws and regulations/norms/standards for project components including arranging approval from the competent authority. The Successful Bidder / Concessionaire will be responsible to obtain all approvals from local bodies, statutory & regulatory authorities in respect of Building Plan of the Project and its component facilities.

Conformity with Bye Laws: Bidders shall ensure that the design of entire Project conforms to the provisions of concerned development authorities, Bye-laws, requirements of all statutory/regulatory bodies. Inter alia, the Project shall conform with the norms of the National Disaster Management Authority for the seismic zone in which the Project falls and in respect of fire hazard, ventilation & lighting requirement, safety, security, evacuation, alarm etc; the rules and regulations of Urban Development & Poverty Alleviation Department, Tourism Department and Aizawl Municipal Corporation (The Aizawl Municipal Corporation Building Rules 2012 and 2019) for construction of hotel; and, other building rules prevalent in the city of Aizawl.

Environmental Clearance : Environmental Impact Assessment for the Project Site has not been done. The Project Site does not come under the regulated area of Archaeological Survey of India (ASI) or in the prohibited range. However, the Successful Bidder / Concessionaire shall require an Environmental Clearance from State Pollution Control Board/ Authority (SPCB) at the time of implementation of the Project as per law. The Concessionaire shall construct solid and liquid waste management facilities conforming to the guidelines of the SPCB, so that the project site and its surroundings remain free from the burden of additional wastes that may be generated from the operation of the Project and its peripherals.

Taxes, Fee, Rates & Duties

The Bidder shall bear / pay all applicable taxes, fees, rates and duties in relation to the Project at all time during and after the construction within the lease period.

Full management of the Property:

The Management of the properties will include full management of the properties including building, housekeeping, sweeping and cleaning, security guard, canteen/restaurant and maintenance of garden. The Selected Bidder (**“Developer or Lessee”**) shall also be responsible for **renovation, up gradation, modernisation, operation and management of the** Projects.

SECTION-2. INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF PROPOSALS

2.1 Scope of Proposal

- 2.1.1 Tourism Department requests for Proposals from the pre-qualified Bidders in respect of the Project.
- 2.1.2 Selection will be based on assessment of Techno-Commercial and Financial Proposals.
- 2.1.3 Techno-Commercial Proposals shall be first assessed for capability of the Bidders for commissioning, operating and maintaining the Project facilities as per criteria herein.
- 2.1.4 Financial Proposals of only those Bidders who are assessed to be techno-commercially capable based on criteria laid down herein shall be opened for consideration.

2.2 Eligible Bidders

- 2.2.1 The bidder shall have been a business entity with evidence of running a 4-Star and above Hotel for the last **5 years with at least two years experience in the North East India.**
- 2.2.2 The bidder shall have minimum **cumulative annual turnover of Rs.10.00 crore for the financial year from past 3 years (2022-2024).**
- 2.2.3 In case of a Consortium, each entity should possess the criteria mentioned at 2.2.1 and 2.2.2 above.
- 2.2.4 The Bidder may be a single entity or a group of maximum 5 companies (hereinafter referred to as a **Consortium**), coming together to implement the Project. The term Bidder used hereinafter would apply both to a single entity or a Consortium.
- 2.2.5 The Bidder shall submit a Power of Attorney as per the format enclosed at **Appendix 1A**, authorizing the signatory of the Proposal to commit the Bidder.
- 2.2.6 Proposals by a Consortium shall comply with the following additional requirements:
 - a. Number of members in a Consortium would be limited to maximum of 5;
 - b. It must contain information required for each member of the Consortium ;
 - c. An individual Bidder cannot at the same time be member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for

- this Project. An undertaking towards this end needs to be submitted by all members of the Consortium ;
- d. Members of the Consortium shall nominate one of the members of the Consortium as the Lead Member. The nomination shall be supported by a Power of Attorney as per the format enclosed at **Appendix 1B** and must be notarized;
 - e. Members of the Consortium shall enter into a Memorandum of Understanding (MOU) as per the format enclosed at **Appendix 9** and get it duly notarized for the purpose of making and submitting the Proposal. The MOU shall, inter alia:
 - i. Convey the intent to form a Special Purpose Vehicle (hereinafter **SPV**) with shareholding commitment(s) as stipulated in this document, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Bidder ;
 - ii. Clearly outline the proposed roles and responsibilities of each member in case of Consortium at each stage ;
 - iii. Commit the minimum equity stake as stipulated ;
 - iv. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement ;
 - v. Include a commitment that no member of the Consortium shall divest/transfer its interest or any part thereof in the SPV until the completion of the construction of the Project and issuance of the Project Completion Certificate in respect of same by the Authority and/or any other condition that may be stipulated in the Concession Agreement (**Lock In Period**) as defined in the Concession Agreement.
 - vi. Each member of a Consortium should be a registered firm having the required years of experience i.e 5 years in running and operations of a hotel.
 - vii. Audited Financial Statement for each member of the Consortium should be submitted including Balance Sheet, Profit & Loss Statements and Income Statements.
 - viii. The Average Annual Turnover of each member of a Consortium for the past 5 years should not be less than Rs. 5.00 crore.
 - ix. Each member of a Consortium should submit in a separate sheet list of Directors along with their respective Director Identification Number (DIN) and shareholding pattern.
 - f. In case of Consortium, at all times during the Lock In Period:
 - i. The Lead Member shall hold at least 26% of total shares in the SPV.
 - ii. The Technical Member meeting the technical requirements shall also hold a minimum of 26% in the shareholding. Other member of the Consortium shall hold a minimum of 10% share each in the shareholding of the SPV.
 - iii. In case the Lead Member and the Technical Member are same, the Lead Member shall hold minimum of 51% in the Consortium.

2.2.4 Notwithstanding anything stated elsewhere in this document, Tourism Department shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to Tourism Department. Bidder may be disqualified if it is determined by the Tourism Department, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the Eligibility Criteria. Supplementary information or documentations sought from Bidders at any time must be so provided within a reasonable time frame as stipulated by Tourism Department.

2.2.5 Any entity which has been barred or disqualified either by Government of India or Government of Mizoram or their Departments or agencies from participating in projects (BOT or otherwise) and such disqualification subsists as on the Proposed Due Date, would not be eligible to submit a Proposal, either individually or as member of a Consortium. Each Bidder is required to submit an affidavit to this effect.

2.3 Changes in Consortium Composition

Change in the composition of the Consortium other than Lead Member and Technical Member may be made subject to approval of Tourism Department, Government of Mizoram but applications to change the composition must reach the Department before the date of opening of the Financial Proposal.

2.4 Contents of RFP

The RFP Document comprises of the contents as given in the Table of Contents and would additionally include any Addenda issued in accordance with the provisions of this Document.

2.5 Amendment of RFP

At any time prior to the deadline for submission of Proposal, Tourism Department may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by issuing such Addenda as it finds necessary. Any Addendum thus issued will be uploaded on the website of the Authority i.e <http://tourism.mizoram.gov.in> or <https://mizoramtenders.gov.in>

2.6 Project Site Visit and Inspection

2.6.1 Data to the extent available has been indicated in the Bid Document and the Bidders are suggested to make their own investigations and collect additional data for preparation of the Proposal. It is desirable that each Bidder submits its Proposal after inspecting the Site; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.

2.6.2 Site visit may be facilitated by Tourism Department. A prospective Bidder may notify the Department in writing 3 days prior to its planned visit. Tourism Department would endeavour to facilitate the Site visit depending upon the availability of the concerned officials.

2.6.3 The cost of site visits if any including transportation, boarding, fooding, etc shall be borne by the Bidders themselves.

2.7 Enquiries concerning the RFP / Concession Agreement

- 2.7.1 Tourism Department encourages a careful review of the RFP / Concession Agreement Documents by the Bidders. The observations / comments / queries relating to the RFP should be addressed in writing by email only at mizoram.tourism@gmail.com.
- 2.7.2 Tourism Department shall aggregate all such clarifications, without specifying the source of clarifications, and shall prepare a response. Any clarifications shall be provided to the Bidders by email and uploaded in the Authority's website 7 days prior to the PDD.
- 2.7.3 No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by an officer so designated by the Authority. Written copies of Tourism Department responses, including a description of the inquiry but without identifying its source, as uploaded in the website or sent to the Bidder's via email will qualify as an "Addendum".

2.8 Pre-Bid Conference

- 2.8.1 A Pre-Bid conference of the Bidders shall be convened as per the schedule of the RFP at Directorate of Tourism, Mizoram New Capital Complex, Khatla, Aizawl, Mizoram.
- 2.8.2 A maximum of two representatives of each prospective Bidder (Bidder inclusive) shall be allowed to participate on production of authority letter from the Bidder.
- 2.8.3 Each prospective bidder shall send the queries, suggestions, clarifications or any other issues related to this RFP to the prescribed Email ID, **14** days prior to Proposal Due Date (PDD) as far as possible.
- 2.8.4 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of Authority. 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 Bid Process.

2.9 Number of Proposals

Each Bidder shall submit one and only one (1) Proposal in response to this RFP. Any Bidder, which submits or participates in more than one Proposal will be disqualified from all its bids and will also cause the disqualification of the Bids as a Bidder / Consortia of which it is a member, as the case may be.

2.10 Language

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal in any other official language should be accompanied by appropriate translations of the pertinent passages in the English language duly and appropriately certified. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.11 Currency

The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

2.12 Format and Signing of Proposal

- 2.12.1 Bidders should provide all information as per this RFP. Tourism Department would evaluate only those Proposals that are received in the required format and are complete in all respects.
- 2.12.2 Bidders shall, besides uploading it on <http://mizoramtenders.gov.in>, also prepare a set of all bid documents comprising the Technical Proposal and Financial proposal in hard copy and insert in a marked cover and submit it to the Director, Tourism Department, Government of Mizoram at the Directorate of Tourism Office, Mizoram New Capital Complex, Aizawl, Mizoram - 796005 on 16th June, 2025 by 10:00 AM.
- 2.12.3 The bidder shall scan all the documents before uploading and all scanned documents shall be of 300 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.

2.13 Bid Security

- 2.13.1 The Bidder shall submit a Bid Security for an amount of Rs. 25,00,000/- (Rs. Twenty five Lakh) only for the said project through online transfer in the Tourism Department's bank account No. SBI, A/c 41061280208, IFSC-SBIN0004809 as per prescribed norms of the e-procurement system. No DD/Bank Guarantee hard copy submission will be entertained.
- 2.13.2 Tourism Department shall have the right to reject the Proposal, which does not include the Bid Security as "non-responsive".
- 2.13.3 The Bid Security of unsuccessful Bidders, except the second ranked Bidder will be returned within a period of twenty one (21) days from the date of acceptance of Letter of Intent by the Successful Bidder. However, the Bid Security of second ranked Bidder shall be returned on signing of the Concession Agreement by the Successful Bidder.
- 2.13.4 The Bid Security of the Successful Bidder shall be appropriated towards the payment of 10% of the Bid Value, upon the acceptance of the Letter of Intent by the Successful Bidder. In addition to the above, Tourism Department will promptly release Bid Security of all the Bidders in the event the Department decides to terminate the Bidding Process.
- 2.13.4 The Bid Security shall be forfeited by Tourism Department, in any of the following case:
- a. The Bidder withdraws its Bid after the Proposal Due Date
 - b. Preferred Bidder fails to accept Letter of Intent within the time provided for the same and pay the specified amount payable at the Lol Stage.
 - c. Preferred /Successful Bidder fails to pay the Bid Value within the time specified for it.
 - d. Successful Bidder fails to execute the Concession Agreement within the stipulated time period.

2.14 Sealing and Marking of Applications

2.14.1 The First Envelope (original, copy & Electronic Version of the Techno-commercial proposal & the duly signed & stamped copy of Concession Agreement) and shall contain

- a. Power of Attorney for the signing authority as per the format at **Appendix 1A** ;
- b. Power of Attorney for the Lead member of the Consortium as per the format at **Appendix 1B**, in case of a Consortium ;
- c. Bidder details as per the format at **Appendix 2** ;
- d. Application as per the format as at **Appendix 3**, with supporting documents ;
- e. Completed Format for Experience as in **Appendix 4** (BRS 1 and BRS 2), along with supporting documents ;
- f. Completed Format for Techno-Commercial (Financial) Capability Evaluation as in **Appendix 5** (BRS 3 & BRS 4) and **Appendix 6**, along with supporting documents.
- g. Anti-collusion certificate as per the format at **Appendix 7**.
- h. Project undertaking as per the format at **Appendix 8A**.
- i. An undertaking as per format at **Appendix 8B** from each member in case of a Consortium certifying membership of that particular consortium alone exclusive of any other consortium or as independent Bidder bidding for this Project and confirming submission of only one (1) Proposal in response to this RFP ;
- j. MOU in case of a Consortium as per format at **Appendix 9** ;
- k. Letter of Acceptance as per the format at **Appendix-10** ;
- l. Bid Security of Rs. 25,00,000/- (Rupees Twenty-five lakh only)
- m. Copy of Concession Agreement duly initialled and stamped by the authorized representative of the Bidder conveying the intention to abide by its terms and conditions.

2.14.2 The second Envelope should include:

- a. Financial Proposal as per the format at **Appendix-11**.
- b. Undertaking as per format at **Appendix 12**.
- c. Integrity Declaration at **Appendix 13**

2.14.3 Bidders shall seal both Envelope A and Envelope B in an outer envelope super-scribing '**PROPOSAL FOR DEVELOPMENT OF 4-STAR & HIGHER CATEGORY HOTEL AT AIZAWL, MIZORAM**' and shall also mention the name(s) of Bidder/Consortium along with address and contact phone number of the Bidder / Lead Member (in case of Consortium).

2.14.4 Bidders shall also deposit **Rs. 1,00,000/- (Rupees one lakh only)** towards **non-refundable** Processing Fee through online transfer in the Tourism Department's account No. SBI, A/c 41061280208, IFSC-SBIN0004809 as per prescribed norms of the e-procurement system. No DD/Bank Guarantee or any hard copy submission will be entertained.

2.15 Responsibility for Examination and Correct Submission of Bid

2.15.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk. It would be deemed that by submitting the Proposal, Bidder has:

- a. Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document
- b. Received all relevant information requested from Tourism Department and
- c. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. Bidder's own validation of the Project Site, location of facilities and other existing facilities and structures;
 - ii. Clearances required for the Project; and
 - iii. All other matters that might affect the Bidder's performance under the terms of this RFP Document.

2.15.2 Tourism Department shall not be liable for any mistake or error on the part of the Bidder.

2.16 Proposal Due Date

2.16.1 Proposals shall be submitted up to 10:00 AM IST on the 16th June, 2025 mentioned in the Schedule of Bidding Process in Clause 2.25, as detailed in this RFP. Proposals submitted by either facsimile transmission, telex or e-mail will not be considered for evaluation.

2.16.2 However, Tourism Department reserves the right to extend the Proposal Due Date and Time, at any time prior to opening of Proposals. In such case, the RFP Proposals received prior to such extension shall not be opened.

2.16.3 Further, if the RFP document is materially modified during such extended period, the RFP Proposals received prior to extension shall be returned to the submitting Bidders and appropriate time shall be allowed for resubmission of the Proposals.

2.17 Validity of Proposal

Proposals shall remain valid for a period not less than 180 days from the Proposal Due Date. Tourism Department reserves the right to reject any Proposal, which does not meet this requirement.

2.18 Late Proposals

Proposals received after the Proposal Due Date shall not be considered. Tourism Department shall not be responsible for any delay in submission of the Proposals.

2.19 Modifications/ Substitution/ Withdrawal of Proposals

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by Tourism Department before the opening of the Techno-Commercial Proposal i.e. **Envelope-A**. No Proposal shall be modified or substituted or withdrawn by the Bidder after the opening of Techno-Commercial Proposal.

2.20 Dates for Opening the Proposals Received

Tourism Department will open the Proposals at 14:00 PM on 16th June, 2025 i.e. Proposal Due Date mentioned in the Schedule of Bidding Process in Clause 2.25, for the purpose of evaluation.

2.21 Bid Opening

- 2.21.1 Tourism Department shall open all Bids, received on or prior to the Proposal Due Date or on any date as extended by Tourism Department and communicated to the Bidders. The Bids shall be opened in the presence of intended Bidders' or their authorised representatives. The Bidders' or their authorised representatives attending the Bid Opening shall register to evidence their presence.
- 2.21.2 The following information will be announced at the Bid Opening and recorded:
- Bidder's names
 - Names of Consortium Members
- 2.21.3 After the Bid Opening, information relating to examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

2.22 Right to Accept or Reject any or all Proposals

- 2.22.1 Notwithstanding anything contained in this RFP, Tourism Department reserves the right to accept or reject any Proposal and to annul the Bid Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 2.22.2 Tourism Department reserves the right to reject any Proposal if:
- a. At any time, a material misrepresentation is made or uncovered, or
 - b. A Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. Such misrepresentation / improper response would lead to the disqualification of the Bidder or the entire Consortium, if the Bidder is a Consortium.

2.23 Formation of Bid Evaluation Committee (BEC)

- 2.23.1 The Authority shall constitute a Bid Evaluation Committee comprising members from different relevant fields of expertise for evaluation of proposals in accordance with the procedure laid down for the purpose in relevant sections of the RFP document.
- 2.23.2 The members of BEC shall be provided all related information inter alia the final drafts of the RFP Documents and Concession Agreement, subsequent Amendments thereto and the Clarifications provided to the Bidders if any.
- 2.23.3 The members of BEC will be at liberty to attend and witness the proceedings of the Pre-Bid Conference and may offer any related suggestions to the Authority.
- 2.23.4 The BEC shall carry out activities required for overall evaluation leading to the identification of the preferred Bidder in the manner prescribed and the stages defined in the RFP Document, which shall inter alia include –
- a) Evaluation of the Techno-commercial Proposals pursuant to Clause 3.2 leading to Technical Scores and submission of the list of Bidders qualifying for Financial Evaluation arranged in the order of TS from highest to the lowest.
 - b) Opening of Techno-commercial Proposals of only those Bidders who have met the requisite criteria as laid down in clause 3.9 and

identification of any Bid containing caveats/deviations from RFP Documents that may be liable to be rejected.

- c) Evaluation of Financial Proposals pursuant to Clause 4.2 of this RFP Document leading to the Financial Score and preparation of a list of Bidders arranged in the order of FS from highest to the lowest.
- d) Overall evaluation of the Techno-Commercial and Financial Proposals together leading to the Overall Score and submission of the list of Bidders arranged in the order of the Overall Score (S).

2.23.5 The BEC shall submit its recommendations to the Authority in order to select the Preferred Bidder for the Project.

2.24 Proposal Preparation Cost

The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the Selection process. Tourism Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the qualification process.

2.25 Schedule of Bidding Process

Tourism Department shall endeavour to adhere to the following schedule:

Milestone	Date
Pre-Bid Conference at 12:00 Noon	30 th May, 2025
Last Date for receiving queries	29 th May, 2025
Tourism Department's response to queries latest by	9 th June, 2025 5:00 PM
Proposal Due Date (PDD)	16th June, 2025 10:00 AM
Opening of proposals (Envelope A) (OP-EA)	16 th June, 2025 2:00 PM
Date of Technical Presentation	23 rd June, 2025
Opening of proposals (Envelope B) (OP-EB)	To be informed separately after technical evaluation

2.26 Consequences of Not Adhering to the Process

The non-adherence to the specific procedures laid herein will consequently lead to rejection of the Proposal.

2.27

2.27.1 Subject to the provisions of the relevant Sections of this RFP Document and the Concession Agreement, "Lease Period" shall be the total period for which the Project Site shall be handed over to the Successful Bidder / Concessionaire, and shall be subject further to the prescribed terms and conditions and the milestones to be achieved in the manner prescribed hereunder.

2.27.2 The terms and conditions to be followed for continued access to the Project Site during the Lease Period shall be as incorporated in the Concession Agreement and shall inter alia include that –

- a. The total period for which the Project Site shall be handed over to the Successful Bidder shall be 30 years, reckoned from the Appointed Date, subject to the achievement of the prescribed milestones as per Sub-Clause 2.27.3 hereunder.

- b. The Successful Bidder shall have to remit the prescribed upfront Concession Fees and the Annual Concession Fees in the manner provided and as per the time-schedule defined for such payments.
- c. The land in the Project Site shall not be alienable by the Successful Bidder / Concessionaire and shall therefore not be sub-leased, mortgaged, pledged, claimed, or alienated in any other manner whatsoever. So, the Concessionaire shall in no manner create or impose any liens, mortgages, pledges, security interest, encumbrances mortgage in or on the project site.
- d. The Successful Bidder shall undertake only the activities specified in the Concession Agreement on the Project Site and shall not undertake any activities that are not specified in the Concession Agreement. Tourism Department will be at liberty to inspect the O&M at any time.
- e. The Successful Bidder shall abide by all statutory provisions relating to occupation, construction, operation and maintenance of a 4-Star or Higher category Hotel on the Project Site.
- f. The violation of the terms and conditions prescribed for the Lease and/or the terms and conditions prescribed for the Concession by the Successful Bidder / Concessionaire and / or the failure to achieve the prescribed milestones in the defined time-frame for continuation of the Lease Period shall render the Lease of the Project Site to the Concessionaire liable to be terminated.

2.27.3 Subject to the compliance with the prescribed terms and conditions Project shall be leased out to Concessionaire on “as-is-where-is” basis, while the Total Lease Period (TLP) shall be for 30 years, this shall be sub-divided into components based on the milestones to be achieved ;and the manner of continuation of Lease Period shall be as hereunder –

- a. There shall be an Initial Lease Period (ILP) within this, beginning from the Appointed Date, and –
 - i. which shall be for a period of one year, subject to extension once by a period of six months further, to enable the Concessionaire to undertake actions related to statutory clearances and steps preparatory to the construction of the Project at the Project Site ;
 - ii. during which the Concessionaire shall ensure obtaining all statutory clearances from the respective regulatory authorities ; compliance with the Byelaws and provisions of concerned development authorities and the design of entire Project conforming thereto ; and, the concurrence of the Project Monitoring Committee(PMC);
 - iii. non-achievement of the milestones prescribed for the ILP within the period allowed shall render the Lease of the Project Site to the Concessionaire liable to be terminated ;
 - iv. Subject to the achievements of the milestones prescribed for the ILP within the period allowed, the Lease of the Project Site to the Concessionaire shall be automatically extended further for the Construction Lease Period (CLP) in the manner prescribed below.

- b. Subject to the achievements of the milestones prescribed for the ILP within the period allowed, the Construction Lease Period (CLP) shall follow the ILP, and –
- i. which shall be for a period of thirty months, subject to extensions for a maximum of two periods of six months each further, to enable the Concessionaire to undertake actions related to completion of the construction, provisioning of utilities and furnishing of the Project, obtaining requisite clearances / licences including Building Permit, Fire Safety Permit, Police License, Trade License, Business Registration, ESI/PF Registration, FSSAI Registration, Food License, GST Certificate, Lift Clearance, Music License, Signage License, Environmental Clearance, Inner Line Permit for migrant workers and other licences/ registration required and steps preparatory to commencing the commercial operations of a 4-Star or Higher Category Hotel at the Project Site;
 - ii. which shall commence with the laying of a foundation stone signifying the conclusion of the ILP and the start of the construction of the Project ;
 - iii. during which the Concessionaire shall ensure obtaining all statutory clearances from the respective regulatory authorities ; compliance with the Byelaws and provisions of concerned development authorities regarding the construction, provisioning of utilities and finishing of entire Project conforming thereto ; and, the concurrence of the PMC ;
 - iv. non-achievement of the milestones prescribed for the CLP within the period allowed shall render the Lease of the Project Site to the Concessionaire liable to be terminated ;
 - v. Subject to the achievements of the milestones prescribed for the CLP within the period allowed, the Lease of the Project Site to the Concessionaire shall be automatically extended further for the Operational Lease Period (OLP) in the manner prescribed below.
- c. Subject to the achievements of the milestones prescribed for the CLP within the period allowed, the Operational Lease Period (OLP) shall follow the CLP, and –
- i. which shall be for a period up to the end of the TLP of 30 (thirty) years reckoned from the Appointed date for the commercial operations of a 4-Star or Higher Category Hotel at the Project Site ;
 - ii. which shall commence with the inauguration of a 4-Star or Higher Category Hotel at the project site signifying the conclusion of the CLP and the start of commercial operation of the project ;
 - iii. during which the Concessionaire shall maintain all statutory clearances from the respective regulatory authorities; compliance with the Byelaws and provisions of concerned development authorities regarding the commercial operations of a 4-Star or Higher Category Hotel at Project Site.

- d. The Parties may mutually agree to extend the term of this Agreement for a further period of 10(ten) + 10(ten) years on mutually agreed terms and conditions subject to the following conditions:
- i) Fulfilment of minimum development plan.
 - ii) Use of the property for the purpose for which it is meant.
 - iii) Confirmation to maintain standard as prescribed for.
 - iv) Timely payment of annual fees.
 - v) Following minimum development obligation/ essential facilities , optional facilities
 - vi) and adhering to the Prohibited activities

On the 28th year from the Appointed Date, if the Parties agree in principle that the Agreement Period is to be extended for further 10 + 10 years period (10 years at a time), the Parties shall initiate dialogue to extend the term of this Agreement on mutually acceptable terms and conditions. If the Parties are unable to agree upon the mutually acceptable terms and conditions for extension of the Agreement by the expiry of the 28th year from the Appointed Date, then the Agreement shall expire on the 30th year from the Appointed Date and Tourism Department, Government of Mizoram shall acquire all of rights and interests in and to the Project.

2.27.4 To maintain the validity of the lease of the Project Site to the Concessionaire during the entire Total Lease Period, the Concessionaire shall be liable to –

- a. comply with the prescribed terms and conditions ; laws, rules and regulations ; statutory clearances from the respective regulatory authorities ; the Byelaws and provisions of concerned development authorities ; taxation and levies payable by a 4-Star or Higher Category Hotel, or any other requirements whatsoever
- b. comply with any additional requirements that may come up in respect of statutory clearances from the respective regulatory authorities, the Byelaws and provisions of concerned development authorities, taxation and levies payable by a 4-Star or Higher Category Hotel, or any other requirements arising for any reason whatsoever.

2.27.5 The Lease Period may be terminated at any point in time prior to the end of the TLP with mutual agreement between the Concessionaire and the Authority.

2.28 Actions Consequential to Completion or Termination of Lease Period

2.28.1 At the conclusion of the Total Lease Period or on the termination of the Lease Period with mutual agreement at any time prior to the end of the TLP, whichever is earlier, the Project Site together with the Project facilities developed thereupon shall stand transferred to the Authority on as is where is basis, free from all encumbrances, with effect from the Date of Transfer.

2.28.2 The Authority shall be at liberty to select the mode of operation and the terms and conditions that may be prescribed at that time for the commercial operation of the 4-Star or Higher Category Hotel at the Project Site thereafter, subject to that if the Authority decides to operate further the 4-Star or Higher Category Hotel by engagement of a capable Public or Private Partner, the Concessionaire on the date of transfer shall have the first right of refusal.

SECTION-3. EVALUATION OF TECHNO-COMMERCIAL PROPOSAL

3.1 Evaluation of Techno-Commercial Proposal

Techno-Commercial Proposals of the Bids received from the Bidders shall first be taken up for Techno-Commercial Proposal evaluation. This process shall lead to calculation of a Technical Score for each of the Bidders' Techno-Commercial Proposal.

3.2 Tests of responsiveness for Techno-Commercial Proposals

- 3.2.1 Prior to evaluation of Techno-Commercial Proposals, Tourism Department will determine whether each Proposal is responsive to the requirements of the RFP.
- 3.2.2 A Proposal shall be considered responsive if the Proposal:
- is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16 ;
 - is accompanied by the letter of intent, if applicable, to form a consortium and submission of MOU duly supported by Board resolution and charter documents before the RFP submission deadline ;
 - contains information required as per Appendix 3, 4, 5 and 6 ;
 - is accompanied by a Processing Fee of Rs. 1,00,000/- (Rupees One Lakh) only for non-refundable payment for processing of Proposals as per Clause 2.14.4;
 - is accompanied by the Bid Security in the form as per Clause 2.14.1.I.
- 3.2.3 Tourism Department reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Tourism Department in respect of such Proposals.
- 3.2.4 The Financial Proposals of the non-responsive Bidders will remain unopened.

3.3 Clarifications / Documents for Techno-Commercial Proposal Evaluation

- 3.3.1 Tourism Department may at its sole discretion, seek clarifications in writing from any Bidder to facilitate evaluation of its Techno-Commercial Proposals.
- 3.3.2 Tourism Department reserves the right to call for supporting documentation to verify the information provided by Bidders, at any time during the Techno-Commercial Evaluation Process.
- 3.3.3 In such cases, the Bidders should provide the requested clarification/ documents promptly and within the stipulated time, failing which the Bidder's Techno-Commercial Proposal is liable to be considered to its disadvantage or even disqualified at any stage of the Techno-Commercial Evaluation Process.

3.4 Right to Reject any Techno-Commercial Proposal

Tourism Department reserves the right to reject and not proceed with evaluation of any Techno-Commercial Proposal if either, a material misrepresentation is made or uncovered at any time; or, the Proposal has been made subject to any caveats or deviations from the RFP Document; or, the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposals.

3.5 Evaluation Parameters for Techno-Commercial Proposals

- 3.5.1 The Bidder's Techno-Commercial competence and capability is proposed to be established on the basis of the following parameters:
- Technical Competence in terms of Bidder's experience and strength of the proposed Project Approach and scope of work
 - Commercial Capability in terms of Turnover, Net worth and Net cash accruals.
 - Soundness of Concept and Scope of work of the project.
- 3.5.2 The Techno-Commercial competence and capability of each Bidder's Proposal would be evaluated as a comprehensive Technical Score (TS) calculated on the basis of the details herein at Clause 3.8. Bids meeting the qualifying Technical Score (TS) prescribed in Clause 3.9 will only be qualified for further evaluation of their Proposal.

3.6 Details for Evaluation of Technical Competence

- 3.6.1 The Bidder shall furnish details of technical experience as per Appendix 4, Bid Response Sheet No.1 and the necessary project specific information as per Appendix 4, Bid Response Sheet No.2.
- 3.6.2 The Bidder should specify the approach and methodology intended to be followed during execution of the contract. In particular, for the Broad Project Approach – comprehensive detailing of various stages of the project & strategies to be adopted at various stages need to be articulated; the Scope of Work of the Proposed Project and its Component facilities indicatively mentioned in Clause 1.2 should be elaborated upon; and, the Detailed Work Execution Time–Plan with necessary PERT (Programme Evaluation and Review Technique) chart should be presented.

3.7 Details for Evaluation of Commercial Capability

- 3.7.1 The Bidders shall furnish information required to demonstrate their Commercial Capability measured on the following criteria:
- Average Annual Turnover over three Financial Years, i.e.(2022-2025).
 - Average Net Worth in last three Financial Years i.e. (2022-2025).
 - Average Net Cash Accrual in last three Financial Years, (2022-2025).
- 3.7.2 In case the Bidder is a Consortium, the Commercial Capability of the Consortium would be evaluated on the basis of the arithmetic sum of Average Annual Turnover, Average Net Worth and Average Net Cash Accrual of each member of the Consortium, calculated in the ratio of their stake in the Consortium. Audited Financial statement of each Consortium shall be evaluated.
- 3.7.3 Each of the information mentioned in clause 3.7.1 or 3.7.2 as the case may be, has to be based on audited annual accounts and furnished through Certificates from practicing Chartered Accountants.
- 3.7.4 Each Proposal must be accompanied by the audited Balance Sheet and Profit and Loss Account including Income Statement of the Bidder (or each member in case of a Consortium) as per Appendix 5 for the last three (3) Financial Years, i.e. (2022-2025).

3.8 Calculation of Technical Score (TS)

The Technical Score will be calculated out of 100 on the basis of the Criteria for Techno-Commercial evaluation as follows :

Sl. No.	Criteria	Max. Assigned Score (AS)	Scoring Methodology
1.	Experience of the Bidder in setting up, operation & maintenance of a Hotel facility of 4-Star or Higher Quality	30	Below 5 years - 0 5 to 10 years - 70% of the maximum assigned score (AS). Beyond 10 years and up to 20 years - additional 15% of AS. Beyond 20 years - additional 15% of AS.
2.	Experience of operation of an Accredited 4-Star or Higher Category Hotel	10	Below 5 years - 0 5 to 10 years – 70% of AS. Beyond ten years – 100% of AS.
3.	Soundness of Concept and Scope of work of the project.	30	Essential Features – out of Max. 10 Provision for future expansion & up-gradation – out of Max. 5 Soundness of Concept & Special Features– out of Max. 5 Supporting Documents from FIs / Banks – out of Max. 10
4.	Annual Average Turn over for three Financial Years (preceding Covid-19)	10	Below Rs. 10 crore - 0 Rs. 10 crore upto Rs. 15 crore - 50% of AS. Beyond Rs. 15 crore and up to Rs. 20 crore - additional 25% of AS. Beyond Rs. 20 crore - additional 25% of AS.
5.	Annual Average Net Worth for three Financial Years (preceding Covid-19)	10	Below Rs. 0, score will be NIL. Above Rs. 0 Up to Rs. 10 crore - 50% of AS. Beyond Rs. 10 crore and up to Rs. 30 crore - additional 25% of AS. iv) Beyond Rs. 30 crore - additional 25% of AS.
6.	Annual Average Net Cash Accrual for three Financial Years (preceding Covid-19)	10	Below Rs. 0, score will be NIL. Above Rs. 0 Up to Rs. 7 crore - 50% of AS. Beyond Rs. 7 crore and up to Rs. 12 crore - additional 25% of AS. Beyond Rs. 12 crore - additional 25% of AS.

3.9 Notification of Bidders Qualifying for Financial Evaluation

The Proposals of Bidders with TS below 55 shall be deemed to have been rejected. The Bidders whose Techno-Commercial Proposals get a Technical Score (TS) of 55 marks or more out of 100 shall only qualify for further consideration. On the basis of the TS obtained on evaluation of Techno-Commercial Proposals, Tourism Department shall notify ranking from highest to the lowest the Bidders qualifying thereafter for Financial Evaluation.

SECTION-4 EVALUATION OF FINANCIAL PROPOSAL

4.1 Evaluation of Financial Proposal

Financial Proposal of those Bidders who are notified after the Techno-Commercial Evaluation shall only be taken up for evaluation. The Financial Proposal evaluation shall lead to calculation of the Financial Score for Financial Proposal of each of the Notified Bidders'.

4.2 Responsiveness of Financial Proposal

4.2.1 Prior to evaluation of Financial Proposals, Tourism Department will determine whether each Proposal is responsive to the requirements of the RFP.

4.2.2 A Proposal shall be considered responsive if the Proposal:

- a. is received in a properly sealed Envelope ;
- b. includes an undertaking to make the payment of the Present Asset Value (Reserve Price) for existing Government assets on the Project Site;
- c. include an undertaking to deposit annually within 15 days from the Appointed date or its anniversary as may be applicable an Annual Concession Fees, which shall be 6% of the Upfront Concession Fees for the first year; and which shall be enhanced by 5% of the previous year's Annual Concession Fees for every year of Concession thereafter.
- d. is without any conditionality attached or deviations from the RFP and/or the Concession Agreement.

4.2.3 Tourism Department reserves the right to reject any Financial Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Tourism Department in respect of such Proposals.

4.2.4 The Financial Proposals of the non-responsive Bidders would not be entertained.

4.2.5 The minimum value of annual lease rent is given under sl. no 22 of page 7 of this RFP. **Any financial bid lower than this amount will not be accepted.**

4.3 Clarifications / Documents for Evaluation of Financial Proposals

4.3.1 Tourism Department may at its sole discretion, seek clarifications in writing from any Bidder to facilitate evaluation of its Financial Proposal.

4.3.2 Tourism Department reserves the right to call for supporting documentation to verify the information provided by Bidders, at any time during the Financial Evaluation Process.

4.3.3 In such cases, the Bidders should provide the requested clarification / documents promptly and within the stipulated time, failing which the Bidder's Financial Proposal is liable to be considered to its disadvantage or even disqualified at any stage of the Financial Evaluation Process.

4.4 Right to Reject any Financial Proposal

Tourism Department reserves the right to reject and not proceed with evaluation of any Financial Proposal if,

- a. at any time, a material misrepresentation is made or uncovered ;

- b. the Proposal is subject to any caveats or deviations from this RFP Document ;
- c. the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposals.

4.5 Evaluation Parameters for Financial Proposals

The qualified Bidders' Financial Proposals shall be evaluated on the basis of the Financial Value of Proposal, which shall be in the manner prescribed hereafter.

4.6 Details for Calculation of Financial Value of Financial Proposals of Bidders

- 4.6.1 Each Bidder shall quote an Upfront Concession Fees that it commits to pay one-time to Tourism Department in lieu of the Project Development Concession to be granted to it in case of selection as the eventual Successful Bidder. The Upfront Concession Fees shall be reckoned as payable on the Appointed Date.
- 4.6.2 The minimum acceptable quote of the Upfront Concession Fees shall be equal to the Reserve Value to be declared by the Authority prior to the date of the Pre-Bid Conference. A quote of Upfront Concession Fees below the Reserve Value by any Bidder shall render the Proposal of the Bidder liable to be rejected.
- 4.6.3 The Upfront Concession Fees quoted by each Bidder shall constitute the Financial Value of the Proposal of a Bidder.

4.7 Calculation of Financial Score (FS) of each Financial Proposal

- 4.7.1 Financial Proposals would be arranged in descending order of the calculated Financial Value (FV), with the Bid having the highest Financial Value being listed first and the Bid having the second highest Financial Value listed second and so on.
- 4.7.2 The Bid with the highest Financial Value (FV_M) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

$$FS = 100 \times FV/FV_M$$

(FV = the Financial Value of the Bid under consideration).

4.8 Arranging of financial value:

Financial score of each technically successful bidder will be arranged in descending order.

SECTION-5 OVERALL EVALUATION OF PROPOSAL

5.1 Overall Evaluation of Proposal

The Techno-Commercial Score (TS) and the Financial Score (FS) arrived at for each Bidder shall be used for building a Combined Score (S) to determine the entity offering the best composite commercial terms to Tourism Department.

5.2 Scoring for Combined Evaluation of Bids

5.2.1 Techno-commercial Score (TS) calculated out of 100 based on the evaluation of the Techno-Commercial Proposal and the Financial Score (FS) calculated separately out of 100 based on the evaluation of the Financial Proposal respectively of the Qualified Bidders for the Project would be considered for calculating the Combined Score (S).

5.2.2 The Combined Score (S) for each Bidder shall be calculated from the respective Bidder's Techno-commercial Score (TS) and Financial Score (FS) as follows:

$$S = TS \times T_w + FS \times F_w$$

where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.30 and 0.70 respectively.

5.2.3 The Bidders shall be ranked in the descending order of preference on the basis of Combined Score (S).

5.2.4 In the event of more than one Bidders securing the same Combined score (S) after the overall evaluation, the Bidder with the higher financial Score (FS) shall be ranked higher.

5.3 Determination of Preferred Bidder

5.3.1 The Bidder ranked at the top with the maximum Combined score (S) shall be the Preferred Bidder for the Project.

5.3.2 Tourism Department shall issue a Letter of Intent to the Preferred Bidder after obtaining approval from the Competent Authority.

5.4 Conditions Precedent for Declaration of Successful Bidder

5.4.1 The Preferred Bidder shall convey a Letter of Acceptance within 7 days of issuance of Letter of Intent by Tourism Department.

5.4.2 The Preferred Bidder shall also remit 2 times of the value of annual lease rent in the form of Demand Draft from a Scheduled Bank in favour of Tourism Department, payable at Aizawl, along with the Letter of Acceptance **as performance security**. The performance security shall be released after 60 days from the end of Lease period.

5.4.4 The Preferred Bidder shall provide an undertaking to deposit annually within 15 days from the Appointed date or its anniversary as may be applicable an Annual Concession Fees, which shall be 6% of the Upfront Concession Fees for the first year; and which shall be enhanced by 5% of the previous year's Annual Concession Fees for every year of Concession thereafter.

5.5 Letter of Award to the Successful Bidder

Consequent to fulfilment of the conditions precedent and within 21 days of conveying the acceptance of the Lol by the Preferred Bidder, Tourism Department shall deem the Preferred Bidder as the Successful Bidder and after

getting the approval of the Competent Authority issue a Letter of Award (LOA) to the Successful Bidder.

5.6 Actions Consequent to Issuance of Letter of Award to Successful Bidder

- 5.6.1 The Successful Bidder shall pay 15% of the Bid Value within 30 days of issuance of the Letter of Award (LOA), in the form of Demand Draft from any scheduled bank in favour of Director, Tourism Department, payable at Aizawl.
- 5.6.2 25% of the Bid Value shall be paid by the Successful Bidder within 90 days of the issuance of LOA along with the Bank Guarantee of an amount as stated below.
- 5.6.3 The remaining 60% of the Bid Value shall be paid by the Successful Bidder in eight (8) equal quarterly instalments within a period of two years from the date of submission of the above referred Bank Guarantee. An interest @ 15% p.a. shall be charged during this period of two years.
- 5.6.4 In case of any default in payment of the instalments, a further penal interest of 3.5%, which makes a total of 18.5% compound interest shall be charged on the Successful Bidder for the period of the delay in payment and will be compounded quarterly.
- 5.6.5 The Bank Guarantee shall be for an amount of 15% of the Bid Value.
- 5.6.6 Issuance of Bank Guarantee shall be in the form prescribed by the Authority and the same shall be valid for a period of 30 months from the date of its issuance. Alternatively, the BG may be issued for a period of 12 months subject to the subsequent extension provision of the same for 12 months and 6 months respectively at the request of the Bidder.
- 5.6.7 The Successful Bidder shall be eligible for taking over the possession of the Site only upon making payment of 50% of the Bid Value and furnishing the Bank Guarantee as referred above.
- 5.6.8 Any default in payment of instalments on more than two occasions (quarters) shall give the right to the Authority to invoke the Bank Guarantee and appropriate the sum due including any interest and penal interest thereon.
- 5.6.9 The Bidder shall be required to replenish the Bank Guarantee (except when it has been invoked for the last two instalments) within a period of 15 days from the date of notice to replenish the same by the Authority. Failure to do so shall constitute an Event of Default of the Bidder.
- 5.6.10 The Successful Bidder shall enter into Concession Agreement with Tourism Department for the implementation of the Project within 14 days from the date of furnishing the bank guarantee as referred above.
- 5.6.11 If the Successful Bidder fails in entering into Concession Agreement as required without giving the appropriate clarifications to the satisfaction of Tourism Department, Tourism Department reserves the right to begin negotiations with the next highest ranked Bidder and so on.
- 5.6.12 Tourism Department also reserves the right to reject any Proposal if:
 - i) At any time, a material misrepresentation is made or uncovered ;or,
 - ii) The Bidder does not respond promptly and thoroughly to the requests for supplementary information required for evaluation of the Proposal ; or,
 - iii) The Proposal deviates from the commercial parameters of these RFP Documents.

6. FRAUD AND CORRUPT PRACTICES

6.1 Prohibition against Collusion with other Bidder

Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid.

6.2 Inducements

Any effort by a Bidder to influence processing of Bids or award decision by Tourism Department or any officer, or staffs thereof may result in the rejection of such Bidder's Bid. In such a rejection of Bid, the Bidder shall lose its Bid Security.

6.3 Standard of Ethics

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

6.4 Blacklisting of Bidders

Without prejudice to the rights of the Authority under Clause 6.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid Process, such Bidder shall not be eligible to participate in any tender issued by Authority during a period of 2 (two) years from the date such Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

6.5 Definitions

For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Bid Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) save and except as permitted herein, engaging in any manner

whatsoever, whether during the Bid Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a Conflict of Interest; and,
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid Process.

7. GENERAL PROVISIONS

7.1 Communication between Bidders and the Authority

7.1.1 All communication, unless specified otherwise, on these RFP Documents to Tourism Department shall be addressed to: The Director, Tourism Department, Government of Mizoram, Mizoram New Capital Complex, Khatla, Aizawl, Mizoram - 796005

Tel: 0389- 233-3475,

E-Mail:mizoram.tourism@gmail.com

Web: <http://tourism.mizoram.gov.in>

7.1.2 All communication to the Bidder shall be sent to the Authorized Representative & Signatory at the addresses mentioned in the covering letter to this RFP, unless Tourism Department is advised otherwise.

7.2 Interpretation of Documents

7.2.1 Tourism Department will have the sole discretion in relation to:

- a. The interpretation of this RFP, the Proposals and any documentation provided in support of the Proposals; and
- b. All decisions in relation to the evaluation and ranking of Proposals, whether or not to request for any clarifications or additional information from Bidder in relation to its Proposal and the selection of the Successful Bidder.

7.2.2 Tourism Department will have no obligation to explain its interpretation of this RFP, the Proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the Successful Bidder.

7.3 Confidentiality

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

7.4 Sources of Funds

The responsibility to raise funds for the Project would rest with the Successful Bidder (the 'Concessionaire').

7.5 Indemnity of the Authority

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers/consultants, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bid Documents, pursuant hereto, and/ or in connection with the Bid Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7.6 Miscellaneous

7.6.1 The Bid Process shall be governed by, and construed in accordance with, the laws of India and the competent Courts in Mizoram shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bid Process.

7.6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- i) suspend and/ or cancel the Bid Process and/ or amend and/ or supplement the Bid Process or modify the dates or other terms and conditions relating thereto ;
- ii) consult with any Bidder in order to receive clarification or further information ;
- iii) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information ;
- iv) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder ; and/ or
- v) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

7.7 Local Employment

7.7.1 Successful Bidders shall give preference to the employment of local persons at all levels of the operations to the extent of at least 70% such that the persons are available, qualified and equally suitable for such employment. It shall be ensured that continuous employment of skilled and unskilled labour from the local community as per prevalent laws be secured from the time of construction and operations of the hotel.

APPENDIX 1A (Ref. Clause 2.2.2)**Power of Attorney for signing of Proposal & execution of Concession Agreement**

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 of 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 proposal for the "Development of 4 - Star or higher Category Hotel in "Aizawl, Mizoram", including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences and providing information/ responses to the Authority, submission of Bid, 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 proposal 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 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

.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

.....
(Signature)
(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. 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 a conforming Apostil certificate.*

APPENDIX 1B (Ref. Clause 2.2.3.d.)**Power of Attorney for Lead Member of Consortium**

Whereas Tourism Department has invited proposals from interested parties for the Development of 4 - Star or higher Category Hotel in Aizawl, Mizoram.

Whereas, ..., and (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the "Development of 4 - Star or higher Category Hotel in Aizawl, Mizoram", 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 M/s..... having our registered office at, and M/s. having our registered office at, (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize from amongst us, 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 Project, 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 prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, 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 the bid of the Consortium and generally to represent the Consortium in all its dealings with 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 We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

1. *The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same shall be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. 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 a conforming Apostle certificate.

4. *Each entity of the Consortium should be a registered firm possessing the required period of experience in managing and operations of a Hotel/Guest House with restaurant and lodging facilities for the last 5 years.*

APPENDIX 2 (Ref. Clause 2.14.1.c)**Details of Bidder**

1. Bidder's information:
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project: (may be attached in a separate sheet)

3. Details of individual(s) who will serve as the point of contact/ communication for Tourism Department, Government of Mizoram:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) needs to be provided for all Members of the Consortium.
 - (b) Information regarding role of each Member needs to be provided as per table below:

Name of Member	Role*	Percentage of equity in the Consortium

(c) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

Criteria	Yes	No
Has the Bidder/ constituent of the Consortium been barred by the Central / State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
If the answer to 1 is yes, does the bar subsist as on the date of Proposal?		
Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder/ each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary). Write NA if the same is not applicable.

APPENDIX 3(Ref. Clause 2.14.1.d)**FORMAT FOR LETTER OF APPLICATION**

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a consortium)]

Date: -----

To,

The Director
Tourism Department,
Government of Mizoram

Subj: **"Development of 4 - Star or higher Category Hotel in Aizawl, Mizoram", on Design, Build, Finance, Maintain, Operate, Manage& Transfer (DBFMOMT) basis.**

Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the **Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for selection for the "Development of 4-Star or higher Category Hotel in Aizawl, Mizoram", on Design, Build, Finance, Maintain, Operate, Manage and Transfer (DBFMOMT) basis.

We are enclosing our Proposal, in original, one copy of Electronic Version of the Techno-commercial proposal & the duly signed & stamped copy of Concession Agreement, with the details as per the requirements of the Bid Document, for your evaluation. The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail. We confirm that the Proposal is valid for a period of 180 days from the due date of submission of Proposal and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by (name of the bidding Company/Lead Consortium member) who is the Bidding Company/the Lead Consortium Member of the Bidding Consortium Comprising (mention the names of the entities who are the Consortium Members), in accordance with the conditions stipulated in the RFP.
2. As the Bidding Company/Lead Consortium Member (in case of a Bidding Consortium), we hereby confirm to abide by the roles and responsibilities assigned to us as per the MoU/Joint Bidding Agreement between the Consortium Members and as outlined in this RFP.
3. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Tourism Department, Government of Mizoram and in any subsequent communication sent by the Department. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Tourism Department.
4. We confirm that there are no conditions in "Envelope B: Financial Proposal".

5. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

6. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate, Maintain and manage 4-Star or higher category Hotel in Aizawl, Mizoram, in the event that we are finally selected.

7. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 180 days from the Proposal due date.

Our PAN number is -----

Our TAN number is -----

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidding Company /
Lead Consortium Member and the Company Seal)

Signature :

(Authorized Representative & Signatory)

Name of the Person :

Designation :

APPENDIX 4(Ref. Clause 2.14.1.e)**INFORMATION RELATED TO EXPERIENCE GUIDELINES**

1. Member Code: NA= Not Applicable in case of a single entity Bidder, LM =Lead member, AM= Associate Member
2. The Chartered Accountant issuing the certification for Experience of the Bidder must hold a valid Certificate of Practice.
3. Any Bidder consisting of a Single Entity should fill in details as per the row titled Single Entity Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.

FORMAT FOR ESTABLISHING EXPERIENCE OF BIDDER**BID RESPONSE SHEET 1**

Sl. No	Name of the Project	Type of the Projects	Project		Date of			Authority for whom carried out	Equity holding at the time of execution/ Construction
			Location	Costs Rupees in crore	Award	Commencement	Completion		

Note:

1. Only the Eligible Projects that satisfy technical criteria shall be included.
2. All the Financial numbers are to be given in INR
3. The format shall be filled up for each member of the consortium and as a cumulative experience for the consortium

(Signature of Authorized Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Chartered Accountant

Bid Response Sheet 2

Name of Bidder:	Member Code:
	Category:
1.	Name of Contract
	Country
2.	Name of Authority for whom Executed
3.	Authority's address, telephone and fax no.)
4.	Role (strike out whichever is not applicable) Concessionaire/Prime contractor/ Subcontractor
5.	Value of the Total Contract (in specified currencies and INR)
6.	Value of the Bidder's Contract (in specified currencies and INR)
7.	Certified Billings till date (in specified currencies and INR and exchange rate)
8.	Date of Award
9.	Date of Commencement of Project/ Contract
10.	Date of Completion/ Commissioning

(Signature of Authorised Signatory)

Company seal & stamp**Instructions**

1. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 4, Bid Response Sheet 1.
2. The Projects cited must comply with the eligibility criteria specified in Clause 3.2.
3. A separate sheet should be filled for each of the Eligible Projects.

APPENDIX 5 (Ref. Clause 2.14.1.f)**FORMAT FOR ESTABLISHING TECHNO-COMMERCIAL CAPABILITY OF THE BIDDER**
Bid Response Sheet 3**Format for Techno-Commercial Capability of Single Entity Bidder****BRS 3.A Average Annual Turnover**

Bidder Type	Turnover (Rs. Crores) For Last 3 FYs				
	Year	Year	Year	Total	Average

BRS 3.B Average Net Worth

Bidder Type	Net Worth (Rs. Crores) For Last 3 FYs				
	Year	Year	Year	Total	Average

BRS 3.C Average Net Cash Accruals

Bidder Type	Net Cash Accruals (Rs. Crores) For Last 3 FYs				
	Year	Year	Year	Total	Average

Company seal & stamp**Signature, Name, Address and Membership No. of Chartered Accountant**

BID RESPONSE SHEET 4
Format for Techno-Commercial Capability of Consortium

BRS 4.A Weighted Average Annual Turnover

Bidder Type	Equity share (%)	Turnover (Rs. Crores) For Last 3 FYs					
		Year	Year	Year	Total	Average	Weighted Average
Consortium Member 1							
Consortium Member 2							
Consortium Member ...							
Total							

BRS 4.B Weighted Average Net Worth

Bidder Type	Equity share (%)	Net Worth (Rs. Crores) for Last 3 FYs					
		Year	Year	Year	Total	Average	Weighted Average
Consortium Member 1							
Consortium Member 2							
Consortium Member ...							
Total							

BRS 4.A Weighted Average Net Cash Accruals

Bidder Type	Equity share (%)	Net Cash Accruals (Rs. Crores) for Last 3 FYs					
		Year	Year	Year	Total	Average	Weighted Average
Consortium Member 1							
Consortium Member 2							
Consortium Member ...							
Total							

Weighted Average Turnover for Consortium = Rs _____ Crores

Weighted Average Net worth = Rs _____ Crores

Weighted Average Net Cash Accruals = Rs _____ Crores

(Signature of Authorized Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Chartered Accountant

APPENDIX 6 (Ref. Clause 2.14.1.f)**Guidelines for Providing Information Related To Techno-Commercial Capability**

1. The Bidder shall provide the Techno-Commercial Capability based on its own audited financial statements. Techno-Commercial capability of the Bidder's parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Techno-Commercial Capability of the Bidder.

2. Member Code LM = Lead Member, AM = Associate Member

3. Instructions for calculation of Financial Capability:

(a) Net Cash Accruals = (Profit After Tax + Depreciation + Other non-cash expenditure)

(b) Net Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves – Revaluation Reserves - Miscellaneous expenditure not written off-Deferred Revenue Expenditure-Deficit in Profit & Loss Account.

(c) The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1.

(d) The Bidder shall provide audited Annual Reports as required under this Bid Document. For a Consortium, audited Annual Reports of all Members shall be provided.

(e) In case of a Consortium comprising of members with holdings in each other, the cross holdings between the group companies comprising part of the Consortium will be deducted for the purpose of Net Worth calculations.

4. Techno-Commercial details of the Bidder: If the Bidder is a Consortium the Techno-Commercial Details of all the members need to be provided. The Techno-Commercial details shall be provided in the following manner.

Name of Member:
Role of Member:

Sr No.	Particular as per the Audited Balance Sheet	Year 3	Year 2	Year1	TOTAL
1.	Profit After Tax(PAT)				
2.	Depreciation				
3.	Other non-cash expenditure				
4.	Subscribed and Paid up Equity				
5.	Reserves				
6.	Revaluation reserves				
7.	Miscellaneous expenditure not written off				

8.	Deferred Revenue Expenditure				
9.	Deficit in Profit& Loss Account				
10.	Net Cash Accruals = (1+2+3)				
11.	Net Worth = (4+5-6-7-8-9)				

(Signature of Authorized Signatory)

Company seal & stamp**Signature, Name, Address and Membership No. of Chartered Accountant**

APPENDIX 7 (Ref. Clause 2.14.1.g)**FORMAT FOR ANTI-COLLUSION CERTIFICATE***[To be submitted on the letter heads of the Bidders separately]***Anti-Collusion Certificate**

To,

Date: -----

-

The Director,
Tourism Department,
Government of Mizoram

Subject : Development of 4-Star or higher Category Hotel in Aizawl, Mizoram on Design, Build, Finance, Maintain, Operate, Manage and Transfer (DBFMOMT) basis.

Sir,

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

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

Dated this _____ Day of _____, 20..

Name of the Bidder

Signature of the Authorized Person

Note:*To be submitted by each Member in case of Consortium.*

APPENDIX 8A (Ref. Clause 2.14.1.h)**FORMAT FOR PROJECT UNDERTAKING***[To be submitted on the letter heads of the Bidders separately]*

To,

Dated

The Director,
Tourism Department,
Government of Mizoram

Subject : Development of 4-Star or higher category Hotel in Aizawl, Mizoram on Design, Build, Finance, Maintain, Operate, Manage and Transfer (DBFMOMT) basis.

Sir,

We have read and understood the Bid Document in respect of the captioned Project provided to us by the Director, Tourism Department, Government of Mizoram.

We hereby agree and undertake as under:

(a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.

(b) We are not barred by the Government of India or the Government of Mizoram or their Departments or Agencies from participating in any projects (BOT or otherwise).

Dated this _____ Day of _____ 20...

Name of the Bidder

Signature of the Authorized Person

Company seal & stamp

APPENDIX 8B (Ref. Clause 2.14.1.i)**FORMAT FOR PROJECT UNDERTAKING***[In case of Consortium]**[To be submitted on the letter heads of the Bidders separately]*

To,

Dated

.....

The Director,
Tourism Department,
Government of Mizoram.

Subject : Development of 4-Star or higher category Hotel in Aizawl, Mizoram on Design, Build, Finance, Maintain, Operate, Manage and Transfer (DBFMOMT) basis.

Sir,

We have read and understood the Bid Document in respect of the captioned project provided to us by the Director, Tourism Department, Government of Mizoram.

We hereby agree and undertake to be an exclusive member of the consortium and not a member of any other consortium or an independent Bidder, bidding for this Project and have submitted only one (1) Proposal in response to this RFP

Dated this _____ Day of _____ 20....

Name of the Bidder

Signature of the Authorized Person

Company seal & stamp

APPENDIX 9 (Ref. Clause 2.2.3.e& 2.14.1.j)**Memorandum of Understanding/ Joint Bidding Agreement/Consortium Agreement***(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT/ CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

Tourism Department, Government of Mizoram (herein after referred to as **"Authority"**

"Confirming Party" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors).

The above mention parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

(A) Tourism Department represented by its Secretary and having its principal offices at Mizoram New Capital Complex, Khatla, Aizawl, Mizoram (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the **"Proposals"**) by its Request for Proposal Document No. dated.....(the **"RFP"**) for selection of Concessionaire for development of 4-Star or higher category Hotel in Aizawl, Mizoram.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

(C) In order to have an inter se understanding between the Members of the Consortium, we hereby agree to enter into this Consortium Agreement which shall be binding on each of the Members of the Consortium as per the terms as stated herein.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project and for the purposes of jointly undertaking the Project by way of forming a joint stock company/special purpose vehicle/Concessionaire.

2.2 The Parties hereby undertake to participate in the Bidding Process and to undertake the Project, if selected, only through this Consortium, by way of forming an SPV of the Consortium i.e. the Concessionaire, and not individually and/ or through any other consortium, either directly or indirectly or through any of their Associates.

3. Covenants

3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Concession Agreement with the Authority, through Concessionaire, for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

3.2 The Parties further undertake to enter into a share-holders agreement immediately after the formation/incorporation of the Concessionaire to incorporate the terms and conditions of their participation in the Concessionaire as per the terms herein and carry out the necessary changes in the Memorandum and Articles of Association of the Concessionaire to adopt such terms of the shareholders agreement within 60 days from the date of incorporation of the Concessionaire. The Parties shall immediately furnish a copy of the shareholders agreement so entered and copy of modified Memorandum and Articles of Association of the Concessionaire to the office of Tourism Department.

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 issuance of Project Completion Certificate from Tourism Department as per the Concession Agreement and/or fulfilment of any other condition that may be stipulated in the Concession Agreement;

(b) Party of the Second Part shall be the Technical and Operation and Maintenance Member of the Consortium;

(c) Party of the Third Part shall be the Financial Member of the Consortium;

5. Joint and Several Liabilities

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 may be required under the terms of the Concession Agreement.

6. Shareholding in the SPV/Concessionaire

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV/Concessionaire shall be as follows:

S. No.	Party	Shareholding in the SPV
1.	First Party	%
2.	Second Party	%
3.	Third Party	%
TOTAL		%

6.2 The Parties undertake that no member of the Consortium shall divest/transfer its Interest or any part thereof in the Concessionaire until the completion of the construction of Hotel component of the Project and issuance of the Project Completion Certificate in respect of the same by the Authority (**Lock In Period**) as defined in the Concession Agreement.

6.3 The Parties undertake that the Project Site shall be exclusively used for the Project components i.e. Hotel and for no other purposes.

6.4 The Parties undertake that they shall comply with all equity Lock-in Period 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 organized, 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 authorized 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, judgment, 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 Affiliates 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 termination of the Concession Agreement as per its terms and conditions.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India. The competent Courts at Mizoram shall have the exclusive jurisdiction to deal with any matter arising out of the terms of this Agreement.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of Tourism Department, Government of Mizoram.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PARTY

LEAD MEMBER by:

(Signature)

(Signature)

(Name)
(Designation)

(Name)
(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

THIRD PARTY:

CONFIRMING PARTY:

(Signature)

(Signature)

(Name)
(Designation)

(Name)
(Designation)

(Address)

(Address)

In the presence of: 1.

 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement shall 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 shall be under common seal affixed in accordance with the required procedure.
2. Joint Bidding Agreement shall also include a copy of the extract of the charter documents and documents such as 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.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX-10 (Ref. Clause 2.14.1.k)**Format of Letter of Acceptance**

(The Letter of Acceptance is to be submitted by EACH Consortium Member of the Bidding Consortium)

Date:

Place:

To,

The Director,
Tourism Department,
Government of Mizoram

Subject : Development of 4-Star or higher category Hotel in Aizawl, Mizoram on Design, Build, Finance, Maintain, Operate, Manage and Transfer (DBFMOMT) basis

Sir,

This has reference to the Proposal being submitted by (name of the Lead Consortium Member of the Bidding Consortium), as Lead Consortium Member of the Bidding Consortium comprising (mention name(s) of the Consortium Members) in respect of selection of Concessionaire to Design, Build, Finance, Maintain, Operate, Manage and transfer a 4-Star or higher category Hotel in Aizawl, Mizoram in response to the RFP Document issued by dated....

We hereby confirm the following:

(a) We (name of the Consortium Members furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:

- i. The RFP Document issued by Tourism Department, Government of Mizoram;
- ii. All subsequent communication between Tourism Department and the Bidder, represented by (Mention name of the Lead Consortium Member)
- iii. The Proposal being submitted by (name of the Lead Consortium Member)

(b) We agree to abide by the terms and conditions of the RFP Document and the Proposal being submitted by the Lead Consortium Member in respect of the Project.

(c) We also reaffirm that (name of the Lead Consortium Member) continues to be the Lead Consortium Member and that (give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Lead Consortium Member of the Bidding Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidding Company /
Lead Consortium Member and the Company Seal)

Signature:

(Authorized Representative & Signatory)

Name of the Person:

Designation:

APPENDIX-11 (Ref. Clause 2.14.2.a)**Financial Proposal (Format for Information Submission)**

(To be provided on the letterhead of the Bidder)

Date:

Place:

To,

The Director,
Tourism Department,
Government of Mizoram

Sir,

Subject: Development of 4-Star or higher category Hotel in Aizawl, Mizoram on Design, Build, Finance, Maintain, Operate, Manage and Transfer (DBFMOMT) basis

1. We the undersigned Bidder, submit the following as our Financial Proposal in response to the RFP issued by Tourism Department, Government of Mizoram.

2. Rs.....(Rupees Only) is the Bid Value payable in the manner as prescribed in the RFP dated as issued by Tourism Department, Government of Mizoram.

3. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document.

4. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.

5. We confirm that in the event of more than one Responsive Bidders quoting the lump sum value that results same score in overall evaluation of both the proposals, Tourism Department, Government of Mizoram shall break the tie by way of draw between such Bidders.

6. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

7. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, build, finance and operate the Project, in the event that we are finally selected.

8. If the Bid Value is not paid in advance within specified time the Bid Security provided by us shall be liable to be enforced by the Authority immediately.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidding
Company / Lead Consortium Member and the
Company Seal)

Signature:
(Authorized Representative & Signatory)

Name of the Person:

Designation:

APPENDIX-12(Ref. Clause 2.14.2.b, 5.4.2 & 5.4.4)**Format for Letter of Undertaking**

(The Letter of Undertaking is to be submitted by EACH Bidding entity)

Date:

Place:

To,

The Director,
Tourism Department,
Government of Mizoram

Subject : Development of 4 - Star or higher Category Hotel in Aizawl, Mizoram on Design, Build, Finance, Maintain, Operate, Manage and Transfer (DBFMOMT) basis

Sir,

This has reference to the Proposal submitted in respect of selection of Concessionaire to Design, Build, Finance, Maintain, Operate, Manage and Transfer "4-Star or higher category Hotel in Aizawl, Mizoram" in response to the Request for Proposal (RFP) Document issued by Tourism Department, Government of Mizoram.

I/We hereby confirm to make the payment of,

- i) the Present Asset Value (Reserve Price) for existing Government assets on the Project Site in the manner as prescribed in Clause 5.4.2 of the RFP dated, as issued by Tourism Department, Government of Mizoram and
- ii) the annual Concession Fees in the manner as prescribed in Clause 5.4.4 of the RFP dated, as issued by Tourism Department, Government of Mizoram.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidding Company / Lead Consortium Member and the Company Seal)

Signature:

(Authorized Representative & Signatory)

Name of the Person:

Designation:

APPENDIX – 13**INTEGRITY DECLARATION**

(Declaration to be made by the Bidder)

I,.....(Bidder's name) hereby declared that :

1)..... (name of the firm) has not been blacklisted or debarred in the past by the Central/State Government or organization from taking part in Government tenders in India

OR

has been debarred on..... by Govt. of Mizoram/Govt. of India but the debarment has been withdrawn w.e.f..... and has not been debarred till date.

2) No employees of the firm have direct relationship/relative(s) with officials dealing with the file connected with the tender being invited. (In case, if any employees of the firm have direct relationship/relative(s) with the officials, the same shall be disclosed by the bidder along with this declaration in Form A)

3) No employees of the Firm were involved in any illegal activities

4) I have read, understood and comply with the procurement rules, regulations and procedures.

5) I will provide accurate, complete and truthful information in my bid.

6) I will not engage in any collusive or anti competitive behaviour.

7) I will not offer or give any bribes, gifts, or other improper benefits to influence the procurement process

8) I will maintain the confidentiality of all procurement information.

9) I will not contact or influence any procurement officials or decision-makers improperly.

I understand that any breach of this declaration may result in disqualification from the procurement process, and I may be subject to further action.

"Relatives for the purpose of this declaration includes father including step-father; mother including step mother; son including step-son; daughter-in-law; daughter; son-in-law; brother including step- brother; sister including step-sister".

Name & Signature of Bidder with seal

FORM A

Sl. No.	Name of employees	Name of official dealing with the file	Relationship with the official

Date:.....

Name & Signature of Bidder with seal