

**UT ADMINISTRATION  
DADRA & NAGAR HAVELI AND DAMAN & DIU**

**(UNDER SINGLE STAGE BIDDING)**

**PROCESS FOR**

**OPERATION, MAINTENANCE & MANAGEMENT OF  
JALANDHAR HOUSE, DIU**

**REQUEST FOR PROPOSALS (RFP)**

**RFP No.3/120/DT/DNH&DD/Jalandharhouse/2022-23/517**

**28<sup>th</sup> June, 2023**

## **DISCLAIMER**

The information contained in this Request for Proposals document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) 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 the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The 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 or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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 select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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## **GLOSSARY**

<b>Authority</b>	As defined in Clause 1.1.1
<b>Bank Guarantee</b>	As defined in Clause 2.27.1
<b>Bid</b>	As defined in Clause 1.2.1
<b>Bidders</b>	As defined in Clause 1.2.1
<b>Bidding Documents</b>	As defined in Clause 1.1.6
<b>Bid Due Date</b>	As defined in Clause 1.3
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Concession</b>	As defined in Clause 1.1.5
<b>Concessionaire</b>	As defined in Clause 1.1.2
<b>Management Agreement</b>	As defined in Clause 1.1.2
<b>Management Fee</b>	As defined in Clause 1.2.6
<b>Conflict of Interest</b>	As defined in Clause 2.2.1
<b>Damages</b>	As defined in Clause
<b>Demand Draft</b>	As defined in Clause 2.27.2
<b>Eligible Experience</b>	As defined in Clause 3.2.1
<b>Eligible Projects</b>	As defined in Clause 3.2.1
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Feasibility Report</b>	As defined in Clause 1.2.3
<b>Financial Capacity</b>	As defined in Clause 2.2.2.2
<b>Government</b>	Government of India
<b>Lowest Bidder</b>	As defined in Clause 1.2.7
<b>LOA</b>	Letter of Award
<b>Net Worth</b>	As defined in Clause 2.2.4 (ii)
<b>O&amp;M</b>	Operation and Maintenance
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>Selected Bidder</b>	As defined in Clause 3.6.1
<b>Technical Capacity</b>	As defined in Clause 2.2.2
<b>Threshold Technical Capacity</b>	As defined in in Clause 2.2.2
<b>UT</b>	Union Territory of India

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

# **REQUEST FOR PROPOSAL**

# 1. INTRODUCTION

## 1.1 Background

1.1.1 The UT Administration of Dadra & Nagar Haveli and Daman & Diu (the “Authority”) is engaged in development of sustainable tourism projects in the Union Territory (UT) of Dadra & Nagar Haveli and Daman & Diu and as part of this endeavour, the Authority has decided to outsource the Jalandhar House in Diu district for operation, maintenance and management (the “Project”) through management contract and has, therefore, decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Outsourcing the Jalandhar House, Diu district for operation, maintenance and management through management contract.
Location	PTS No. 145/2-A, 145/2(P) at Jalandhar Beach, Diu district, Dadra & Nagar Haveli and Daman & Diu, Union Territory of India
Total land & built-up Area	Total plot area is 15313 Sq.mt. Total built-up area is 4305 Sq. mt.
Property Details	The R.C.C. framed structure building having G+2 floors. The Jalandhar House consist of 42 Standard Rooms, 2 VIP Suit Rooms and 1 VVIP Suit Room with open terrace covered with Canadian wood pergolas and Gym. The V.V.I.P Room is connected with a separate glass elevator. It also includes the double-heightened reception area, waiting lounge, recreational area, general dining area and V.I.P. dining area, kitchen, Conference Hall, Mini Conference Hall, Infinity Swimming pool, 2 nos. Lifts, Dormitory of GF+1, Parking area, Rock Top area.
Property on management contract	only right to access given to the Concessionaire for operation, maintenance and management of the project site as per the RFP conditions.
Clearances	The successful bidder shall obtain applicable permits subject to the project. The Authority may facilitate the Concessionaire in obtaining the applicable permits.
Alteration / modification	For any alteration/ modification in the resort area, the Concessionaire may suggest to the authority for necessary permission as and when required with detailed proposal/report, the decision of the authority will be final.



Contract period	The contract period for the project shall be for a period of three (03) Years.
Management fees	Reserve Price: 7 % of ‘Total Revenue’ per annum. The Management Fee shall be payable by the Authority to the Concessionaire, to be quoted by the firm as per financial bidding parameters and it must be below the Reserve Price.
<b>Eligibility Criteria</b>	
Technical Criteria	<p>For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:</p> <ol style="list-style-type: none"> <li>i. owned a functional 3 star and/or 4 star and/ or 5 star and/ or 5 star Deluxe and above category hotels having a minimum of 50 residential rooms; or</li> <li>ii. operated, maintained and managed a functional 3 star and/or 4 star and/ or 5 star and/or 5 star Deluxe and above category hotels having a minimum of 50 residential rooms.</li> </ol> <p>such that the sum total of residential rooms is more than <b>200 residential rooms</b> (the “<b>Threshold Technical Capacity</b>”).</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• “Star” category could be equivalent for national as well as international standards.</li> </ul>
Financial Criteria	The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of Rs. 60 Crore (Rupees Sixty Crore only) at the close of the preceding financial year.
Selection Criteria	The bidder with lowest bid price (L1) quoted below the mentioned management fee should be considered as the successful bidder and awarded with the work.

- 1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the management agreement (the “**Concessionaire**”) shall be responsible for operation and maintenance of the Project under and in accordance with the provisions of the management agreement (the “**Management Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include providing Facility Management Service Viz. Mechanised Housekeeping, Management of Front Office and Reception with Maintenance, providing Catering (F&B) Services, provision of in-house engineering services and promote the Jalandhar house property, running of bar & restaurant, maintenance & management of the Infinity Swimming Pool and all other facilities which are part of Jalandhar House, Diu.
- 1.1.4 Deleted.
- 1.1.5 The Management Agreement sets forth the detailed terms and conditions for grant of the management contract to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Management contract**”).
- 1.1.6 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 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.1.7 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 Management Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Contract 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.

## **1.2 Brief description of Bidding Process**

- 1.2.1 The Authority has adopted a single-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first part (the “**Technical Bid**”) of the process involves Pre-qualification (the “**Pre-qualification**”) of interested parties who submit a Bid in accordance with the provisions

of this RFP (the “**Bidder**”, which expression shall, unless repugnant to the context. The second part of the process involves the financial proposals (the “**Financial Bid**”) of the Bidders pre-qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the “**Bid**”). Prior to participation in the Bidding Process, the Bidder shall pay to the Authority a **sum of Rs. 25,000 (Rupees Twenty Five Thousand Only)**, in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of **The Addl. Director of Tourism, Diu and payable at Diu**, as the cost of the Bid process also called as Tender fee. The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

The Government of India has issued guidelines (see Appendix-VII of RFP) for qualification of bidders seeking to acquire stakes in any public-sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- 1.2.2 At the Pre-qualification stage, the Technical Bids of the Bidders would be evaluated and only those Bidders that are pre-qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bids.
- 1.2.3 The Bidding Documents include the draft management Agreement for the Project which is enclosed. The Financial Feasibility subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a **bid security/ EMD of Rs. 5 Lakhs** (the “**Bid Security**”) in favour of The Addl. Director of Tourism, Diu and payable at Diu, refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Management Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.5 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- 1.2.6 Bids are invited for the management fee (the “**Management Fee**”) offered by a Bidder to the Authority for award of the management contract. Management fee shall be payable quarterly in accordance with the management Agreement. The Management Fee shall constitute the sole criteria for evaluation of Bids and the Project shall be awarded to the Bidder quoting the lowest management fee.
- 1.2.7 In this RFP, the term “**Lowest Bidder**” shall mean the Bidder who is offering the lowest management Fee. Subject to the provisions of Clause 2.8, the Project will be awarded to the Lowest Bidder.
- 1.2.8 Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.9 The Concessionaire shall, in consideration of its services, be entitled to the management fee from the authority.
- 1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing by e-mail (dnhddtourism@gmail.com) so as to reach the officer designated in Clause 2.14.6 by the specified date. The communication shall clearly bear the following identification/ title/subject:

***“Queries/Request for Additional Information: RFP for O&M of Jalandhar House, Diu”.***

### **1.3 Schedule of Bidding Process**

- 1.3.1 The Authority shall endeavour to adhere to the following schedule:

1.	Issuance of Bidding Documents	28/06/2023
2.	Last date for receiving queries	07/07/2023
3.	Pre-Bid Conference	07/07/2023
4.	Authority response to queries latest by	11/07/2023
5.	Bid Due Date	19/07/2023

- |    |                                 |                       |
|----|---------------------------------|-----------------------|
| 6. | Opening of Technical Bids       | 21/07/2023            |
| 7. | Letter of Award (LOA)           | To be announced later |
| 8. | Signing of Management Agreement | To be announced later |

#### **1.4 Pre-Bid Conference**

Google Meet joining info:

Video call link: <https://meet.google.com/rqt-rhag-nku>

12 PM onwards on aforementioned date.

## **2. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **2.1 General Terms of Bidding**

- 2.1.1 The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project.
- 2.1.2 deleted.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Management Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Management Agreement.
- 2.1.4 The Technical Bid and Financial Bid should be furnished in the format at Appendix-I and Appendix-II respectively along with all enclosures, duly signed by the Bidder's authorised signatory. The Financial Bid shall clearly indicate the percentage of total Revenue per annum. The online financial bid shall consist of Management Fee in percentage, to be quoted by the Bidder. The Management Fee shall be payable by the Authority to the Concessionaire, as per the terms and conditions of this RFP and the provisions of the Management Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 The Bidder shall deposit a **Bid Security/EMD of Rs. 5 Lakhs** in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-VI.
- 2.1.6 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Management Agreement.
- 2.1.7 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.8 deleted

- 2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.11 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

## **2.2 Eligibility of Bidders**

- 2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:
  - 2.2.1.1 The Bidder may be a single entity.
  - 2.2.1.2 A Bidder may be a natural person, private entity, government-owned entity.
  - 2.2.1.3 deleted
  - 2.2.1.4 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Management Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Management Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Management Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Management Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2 To be eligible for pre-qualification and short-listing, a Bidder shall fulfil the following conditions of eligibility:

2.2.2.1 **Technical Capacity:** For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

- i. owned a functional 3 star and/or 4 star and/ or 5 star and/ or 5 star Deluxe and above category hotels and having a minimum of **50 residential rooms**; or
- ii. operated, maintained and managed a functional 3 star and/or 4 star and/ or 5 star and/or 5 star Deluxe and above category hotels having a minimum of **50 residential rooms**.

such that the sum total of residential rooms is more than **200 residential rooms** (the “**Threshold Technical Capacity**”).

*Note:*

- “Star” category could be equivalent for national as well as international standard.

2.2.2.2 **Financial Capacity:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. **60 Crore** (Rupees Sixty Crore only) at the close of the preceding financial year.

2.2.3 **Deleted.**

2.2.4 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- i. Certificate(s) from statutory auditors<sup>1</sup> of the Bidder or its Associates or the concerned Authority(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph 2.2.2(A) above and
- ii. Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

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<sup>1</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.



- 2.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.
- 2.2.6 deleted
- 2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
- 2.2.8 deleted
- 2.2.9 In computing the Technical Capacity and Net Worth of the Bidder under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of the respective bidder would only be considered.
- 2.2.10 The following conditions shall be adhered to while submitting a Bid:
- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
  - b) information supplied by a Bidder must apply to the Bidder in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity is identical to that at pre-qualification;
  - c) in responding to the pre-qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- 2.2.11 deleted
- 2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.2.13 This RFP is not transferable.
- 2.2.14 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

### **2.3 deleted**

### **2.4 Change in Ownership**

2.4.1 By submitting the Bid, the Bidder acknowledges and undertakes that it was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Management Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Management Agreement, be deemed to be a breach of the Management Agreement and dealt with as such thereunder.

2.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of bidder whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Management Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Management Agreement, be deemed to be a breach of the Management Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Management Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Management Agreement or otherwise.

### **2.5 Number of Bids and costs thereof**

2.5.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually shall not be entitled to submit another Bid either individually or jointly.

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

### **2.6 Site visit and verification of information**

2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## **2.7 Acknowledgement by Bidder**

2.7.1 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Management Agreement by the Concessionaire;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

## **2.8 Right to accept or reject any or all Bids**

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.8.2 The Authority reserves the right to reject any Bid if:

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

- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

If the Bidder may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.8.3 In case it is found during the evaluation or at any time before signing of the Management Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Management Agreement, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Management Agreement or under applicable law.

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

2.8.5 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

### **Invitation for Proposals**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

**Appendices**

- I. Technical Bid for Pre-qualification
- II. Financial Bid for Selection of Bidder
- III. Power of Attorney for signing of Bid
- IV. Contract agreement
- V. deleted
- VI. Bank Guarantee for Bid
- VII. Guidelines of the Department of Disinvestment
- VIII. Details of Rooms of property
- IX. Building plan of property

2.9.2 The draft Management Agreement and Bidding Documents shall be deemed to be part of this RFP.

**2.10 Clarifications**

2.10.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 07 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

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

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

## **2.11 Amendment of RFP**

2.11.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.11.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BID**

### **2.12 Language**

2.12.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **2.13 Format and Signing of Bid**

2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.13.2 (a) The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

(b) Bidders has to participate in online tenders and will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act – 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying authorities if India.

### **2.14 Submission of Bid**

2.14.1 The Bidder shall submit the Bid in the format specified at Appendix-I to VI, together with the documents specified in Clauses 2.14.2 with their respective enclosures and duly signed copy of this RFP (Submit online and offline) except the Appendix – II financial bid (online only). The same is required to submit online only. The bidder shall ensure all bid documents are digitally singed while submitted the bid online.

2.14.2 **Technical Bid** envelope shall contain:

- i. Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- ii. Power of Attorney for signing the Bid as per the format at Appendix-III;
- iii. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate.

- iv. Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years; and
- v. The envelope shall clearly indicate the name and address of the Bidder and shall be addressed to with the following identification:

***“Bid for O&M of Jalandhar House, Diu”***

The Director of Tourism,  
Department of Tourism,  
Paryatan Bhavan, Nani Daman  
Daman – 396210.  
Email- dnhddtourism@gmail.com  
Phone: 0260 - 2250002

**2.14.3 Financial Bid:**

- i. Bid in the format specified as per the BOQ on ddtender.gov.in (to be submitted online only)

2.14.4 deleted.

2.14.5 deleted

2.14.6 deleted

2.14.7 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.14.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

**2.15 Bid Due Date**

2.15.1 Bids should be submitted before the specified time on the Bid Due Date as specified in Clause 1.3 at the address provided in Clause 2.14.2 in the manner and form as detailed in this RFP.

2.15.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.15.3 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.



## **2.16 Contents of the Bid**

- 2.16.1 The Technical Bid shall be furnished in the format at Appendix–I. The Financial Bid shall be furnished in the format at Appendix-II and shall consist of Management Fee, to be quoted by the Bidder. The Bidder shall specify (in percentage digit) the management fee offered by him, to undertake the Project in accordance with this RFP and the provisions of the Management Agreement.
- 2.16.2 The Project will be awarded to the Bidder who quotes the lowest management fee as per the RFP conditions.
- 2.16.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.16.4 The proposed Management Agreement shall be deemed to be part of the Bid.

## **2.17 Modifications/ Substitution/ Withdrawal of Bids**

- 2.17.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.17.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.17.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **D. EVALUATION PROCESS**

### **2.18 Opening and Evaluation of Bids**

- 2.18.1 The Authority shall open the Technical Bids on the Bid Due Date, at the place specified in Clause 2.14.2 on time specified in Clause 1.3 and in the presence of the Bidders who choose to attend.
- 2.18.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.18.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

- 2.18.4 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.18.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.18.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.18.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Bidder.
- 2.18.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the or Bid in accordance with the provisions of Clause 2.8.

## **2.19 Confidentiality**

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

## **2.20 Tests of responsiveness**

- 2.20.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:
- i. it is received as per format at Appendix-I;
  - ii. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.15.2;

- iii. it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.14;
- iv. it is accompanied by the Bid Security as specified in Clause 2.1.5;
- v. it is accompanied by the Power of Attorney as specified in Clause 2.2.5.
- vi. it contains all the information and documents (complete in all respects) as requested in this RFP;
- vii. it contains information in formats same as those specified in this RFP;
- viii. it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project;
- ix. it contains an attested copy of the receipt of the Authority towards the cost of the RFP process as specified in Clause 1.2.1;
- x. it does not contain any condition or qualification; and
- xi. it is not non-responsive in terms hereof.

2.20.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

## **2.21 Clarifications**

2.21.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.2 If a Bidder does not provide clarifications sought under Clause 2.21.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **2.22 Pre-Qualification and notification**

2.22.1 After the evaluation of Technical Bids, the list of qualified Bidders will be visible on ddtenders portal, who will be eligible for opening of their Financial Bids. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

## **2.23 Proprietary Data**

2.23.1 All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

## **2.24 Correspondence with the Bidder**

2.24.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

## **2.25 Rejection of Bids**

2.25.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.25.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.26 Validity of Bids**

2.26.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## **E. BID SECURITY**

### **2.27 Bid Security**

2.27.1 The Bidder shall furnish as part of its Bid, a Bid Security/EMD referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India of Rs. 5 Lakhs in favour of The Addl. Director of Tourism, Diu and payable at Diu, in the format at Appendix–VI (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 2.27.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of The Addl. Director of Tourism, Diu and payable at Diu (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.27.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.27.4 Save and except as provided in Clauses 2.1.5 and 2.1.6 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.27.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Concessionaire signing the Management Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Management Agreement.
- 2.27.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.27.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.27.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Management Agreement, or otherwise, if
- a. a Bidder submits a non-responsive Bid;
  - b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

- c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. the Selected Bidder fails within the specified time limit –
  - i. to sign and return the duplicate copy of LOA; or
  - ii. to sign the Management Agreement; or
  - iii. to furnish the Performance Security within the period prescribed therefor in the Management Agreement.
- e. the Selected Bidder, having signed the Management Agreement, commits any breach thereof prior to furnishing the Performance Security.

### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation of Bids**

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by Technical Capacity and Financial Capacity.

#### **3.2 Technical Capacity for purposes of evaluation**

- 3.2.1 Subject to the provisions of Clause 2.2.2, the following experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

owned a functional 3 star and/or 4 star and/ or 5 star and/ or 5 star Deluxe and above category hotels and having a minimum of 50 residential rooms; or

operated, maintained and managed a functional 3 star and/or 4 star and/ or 5 star and/or 5 star Deluxe and above category hotels having a minimum of 50 residential rooms.

such that the sum total of residential rooms is more than **200 residential rooms** (the "**Threshold Technical Capacity**").

- 3.2.2 Eligible Experience shall be measured only for Eligible Projects.

- 3.2.3 For a project to qualify as an Eligible Project, the entity claiming experience should have held, in the company owning or operating the Eligible Project.
- 3.2.4 Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.5 The Bidder shall quote experience in respect of a particular Eligible Project one time only, even though the Bidder may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 3.2.6 A Bidder's experience shall be measured and stated as mentioned at Clause 2.2.3.
- 3.2.7 The Experience determined in accordance with Clause 3.2.6.
- 3.2.8 deleted.

### **3.3 Details of Experience**

- 3.3.1 The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
- 3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.3.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

### **3.4 Financial information for purposes of evaluation**

- 3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 and provide details as per format at Annex-III of Appendix-I.

### **3.5 Pre-qualification of Bidder**

- 3.5.1 The credentials of eligible Bidders shall be measured in terms of their Experience. The sum total of the Experience for all Eligible Projects shall be the '**Aggregate Experience**' of a particular Bidder.

### 3.6 Selection of Bidder

- 3.6.1 Subject to the provisions of Clause 2.8.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 2.20 and who quotes the lowest management fee offered to the Authority, shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.6.2 In the event that two or more Bidders quote the same amount of Management Fee (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder, whoever has more years of eligible experience.
- 3.6.3 The Authority has invited Bids for the work mentioned in clause 1.1.3.
- 3.6.4 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.4.1 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Management Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Management Agreement.

### 3.7 Contacts during Bid Evaluation

- 3.7.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

### 3.8 Bid Parameter

- 3.8.1 The Bid shall comprise a Management Fee, to be quoted by the Bidder in accordance with the provisions of the Management Agreement. The Bidder who offers the lowest Management Fee, shall ordinarily be the Selected Bidder. The Management Fee comprising the Bid shall be offered in accordance with the provisions of Clause 3.8.2.
- 3.8.2 The Management Fee shall be due and payable on quarterly basis.



## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Management Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Management Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Management Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Management Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Management Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, 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 Bidding Process, or after the issue of the LOA or the execution of the Management Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, 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 practices, as the case may be.
- 4.3 For the purposes of this Clause 4, 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 the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Management Agreement or arising therefrom, 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except

as permitted under the Clause 2.2.1.4 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Management Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Management Agreement, who at any time has been or is a legal, financial or technical adviser of the 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 Bidding 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 Bidding Process;
- d. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## **6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any Bidder in order to receive clarification or further information;
  - c. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information
  - d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - e. 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.
- 6.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.3 The Management Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- a. the Management Agreement;
  - b. the RFP.
- i.e. the Management Agreement at (a) above shall prevail over the RFP at (b) above.

## **7. SCOPE OF WORK**

7.1 The Concessionaire shall provide Facility Management Services viz. Mechanised House Keeping, Accounting, Item Inventory Management, Management of Front Office and Reception with Maintenance, providing Catering (F&B) Services, provision of in-house engineering services and promote the Jalandhar house property as per T&C of RFP which may be amended from time to time by the Authority during the Contractual period and it shall always form part and parcel of the Contract. The Concessionaire shall abide by such assignments as provided by the Authority from time to time.

7.2 The Concessionaire shall provide Facility Management Services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Concessionaire. The cost of the expenditure for the said facility management services, salary/wages, Raw materials for Food and Beverages, Charges of electricity, water supply and LPG shall be borne by the Authority.

7.3 The Concessionaire shall produce to the Authority the details of payments of statutory benefits like salary, wages, bonus, leave, relief etc. from time to time to its personnel.

7.4 The Authority shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Concessionaire reserves the right to remove any personnel with prior intimation to the Authority, emergencies exempted.

7.5 The Concessionaire shall cover its personnel for personal accident and death while performing the duty and the Authority shall own no liability and obligation in this regard.

7.6 The Concessionaire shall exercise adequate supervision to ensure performance of Services in accordance with Scope of Work/ Requirements.

7.7 The Concessionaire shall issue identity cards / identification documents to all its personnel who will be instructed by the Concessionaire to display the same.

7.8 The personnel of the Concessionaire shall not be the employees of the Authority and they shall not claim any permanent appointment or anything arising out of their deployment/duty under this Contract. The Concessionaire shall make them known about this position in writing before deployment under this agreement.

7.9 The Concessionaire shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws, GST Provisions, Minimum Wages Laws, Bonus Act, Contract Labour (Regulations Abolition Act) or any other law in force.

7.10 The Concessionaire shall provide minimum of two sets each of summer and winter uniform to its personnel.

7.11 The Concessionaire shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same needs to be submitted by the Concessionaire on monthly basis.

7.12 The Concessionaire shall submit a copy of wages sheet showing monthly wages paid in accordance with the provisions of Minimum Wages Act to its personnel.

7.13 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

7.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Authority.

7.15 The Concessionaire shall not deploy any person below the age of 18 years and beyond the age of 60 years. Persons engaged for the purpose should be pre-trained in requisite fields.

7.16 The Concessionaire shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Authority's premises at the Authority's Site and in sufficient number to undertake the responsibilities imposed upon the Concessionaire under the Contract and to provide full attention for executing the work thereof.

7.17 The Concessionaire shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Concessionaire shall also keep informing the Authority of any change in its organization or its personnel

7.18 The personnel engaged by the Concessionaire shall be dressed in neat and clean uniform with tie and hand gloves (including proper name badges).

7.19 The staff deployed within the Jalandhar house premises shall be provided with uniform by the contract as per their job assignments and they shall wear it compulsorily while on duty. The colour and style of uniform shall be got approved by the Authority. The staff should wear clean and properly ironed dress while on duty. The Concessionaire shall employ only adult trained staff with good health and sound mind, not below the age of 18 years. He shall also nominate qualified and experienced supervisors acceptable.

7.20 The Concessionaire and his employees shall obtain medical certificate of physical fitness from Registered Medical Practitioner. Moreover, the Concessionaire shall ensure that all employees engaged by him are free from communicable/ infectious diseases. If in the opinion, any of the Concessionaire's employee is found to be suffering from any such disease or is found to misconduct or misbehave, the Authorised Officer shall have the right to ask the Concessionaire to remove such employee(s) without questioning the decision of the authorised officer. Concessionaire shall have to provide a substitute (as early as possible) but not later than 3 days. Similarly, substitute will be provided for any staff who leaves on his own or has been removed, (as early as possible) but not later than 3 days.

7.21 The Concessionaire shall be responsible for all his employees in observing Housekeeping and safety regulations and instructions as may be issued by the office from time to time. The Concessionaire shall have the exclusive right to appoint, substitute, suspend, transfer and terminate the services of any of his employees/ workmen to fulfil his obligations under the agreement. However, the Concessionaire shall not in any capacity deploy any person(s) of bad character or any person whose antecedents are not acceptable to the Authority. Police verification of all the workers to be deployed is a must.

7.22 If the furniture/ furnishing/ fixtures and any other article is damaged due to misuse or mishandling or careless act by the Concessionaire or his employees, except normal wear and tear, the Concessionaire shall be liable to repair or replace the item at his own cost, failing

which the repair/ replacement shall be done by the Authority's Office and the cost shall be deducted from the bills of the Concessionaire.

7.23 In case, the Government suffers any loss of any nature on account of Concessionaire or his employees not following Housekeeping/ safety regulations/ instructions, the Concessionaire shall be liable to make the loss good as determined by the office at its sole discretion and the office shall have the right to recover such losses etc. from the dues payable to the Concessionaire if any.

7.24 Concessionaire shall not engage any sub-Concessionaire for the work assigned to him.

7.25 In the event of substandard performance or non-performance during the contract period, the Authority shall have the right to foreclose the contract and forfeit the Performance Bank Guarantee.

7.26 The Concessionaire shall provide Catering and related services in the Jalandhar House, Diu including suites, rooms, offices, guests. The quality of services to be provided shall be of very high standard.

7.27 The type of services that are required should essentially be a combination of Gujarati, North Indian, South Indian, Continental cuisine including confectionery, beverages, etc.

7.28 Catering and related services will include the Daily Breakfast, Lunch and Dinner at the Dining Hall, Occasional Banquet Parties, special lunch and dinner with special menus.

7.29 The Concessionaire will depute senior Chef, having experience mainly in Gujarati cuisine and other supporting cooks.

7.30 The Concessionaire shall ensure that the food items served to the guests are fresh, of good quality (FSSAI certified), hygienically prepared using standard quality of raw materials having high nutritional value. Any discomfort/ illness/ indisposition caused by the consumption of food item(s) shall be viewed seriously and the Competent Authority may terminate the contract without giving any notice to the Concessionaire. The Concessionaire alone shall be held responsible for any such discomfort/ illness/ indisposition caused to the guests as a result of serving of unhygienic or stale food item(s)/ beverage(s). Concessionaire should procure the standard quality raw material and Branded items. Concessionaire should always use standard/ branded groundnut oil for Gujarati food and Desi Ghee for sweets and Rotis. The packing material and packed items should be as per the standards of the FSSAI.

7.31 The Concessionaire shall be responsible for and shall ensure proper utilization of the facilities, equipment, furniture and utilities provided by the authority at Jalandhar house Diu.

7.32 The Concessionaire will set up a mechanism for receiving complaints and feedback from guests and other stake holders.

7.33 The Concessionaire shall make an economical use of electricity, water supply and LPG.

7.34 All staff hired by the Concessionaire to work and provide room services etc. in Jalandhar House, Diu, should have experience of having worked in an establishment providing food and other eatables of repute and possesses basic training and qualifications from a reputed institution. The staff should be smart, honest, smartly dressed in a proper uniform. All the staff

working in the kitchens should wear Aprons, Caps and abide by all the health/hygiene standards as prescribed by local authorities.

7.35 The Concessionaire shall always maintain adequate strength of staff to be deployed for supervision, preparation of food, services and cleaning etc. The premises being handed over to the successful bidder should be maintained in a neat and clean manner always.

7.36 Efficiency, promptness, quality service, clean turnout, good behaviour and politeness on the part of the Concessionaire and his staff are the essence of the contract. The Concessionaire is required to supervise the operations at all working hours and his manager or supervisor shall personally be responsible for all the catering services and proper operations in the premises. The Concessionaire shall engage adequate staff for the work in the kitchen, for cooking and serving the food in the dining halls, room service and banquet for catering in the premises to the guests.

7.37 The Concessionaire shall arrange to properly dispose of the waste and garbage generated in and incidental to the operations of the services every day.

7.38 Such other documents as may be required by the Competent Authority to ensure that the Concessionaire has duly complied with his contractual and statutory obligations shall be maintain and submitted by the Concessionaire to the Authority.

7.39 The Concessionaire shall be free to fix market driven rates/ tariffs and generate other revenue sources from the facilities with consultation of the Authority.

7.40 The rooms booking shall be managed by the Concessionaire as per the direction of the Authority from time to time.

7.41 The concessionaire will be obligated for running of bar & restaurant, maintenance & management of the Infinity Swimming Pool and all other facilities which are part of Jalandhar House, Diu.

7.42 The CapEx & OpEx will be borne by the Authority from time to time.



## **8. PAYMENTS**

8.1 After selection of the Successful Bidder, all the expenditure for the Facility Management Services viz. Mechanised House Keeping, Accounting, Item Inventory Management, Management of Front Office and Reception with Maintenance, providing Catering (F&B) Services, provision of in-house engineering services, Raw materials for Food and Beverages, Charges of electricity, water supply and LPG shall be borne by the Authority.

8.2 The Management Fee shall be payable by the Authority to the Concessionaire, as quoted by the successful bidder on quarterly basis.

8.3 All payments shall be made in Indian Currency by means of NEFT/ RTGS from time to time.

## **9. PENALTY PROVISION**

The Contractor shall also be liable for penalty upto Rs. 5,000/- per instance in the following cases:

- a) Inappropriate behaviours of the Contractor / staff.
- b) Inappropriate quality / quantity of food items.
- c) Improper use of Competent Authority's property and premises.
- d) Inappropriate service standards by the staff of the Contractor or stoppage of services.
- e) Non maintenance of hygiene, cleanliness (except for reason beyond the control of Contractor like natural disasters etc.)
- f) Not maintaining the committed strength of manpower by the Contractor.
- g) Any other misconduct noticed by the Competent Officer or his subordinates.

No penalty will be imposed without giving proper and prior hearing of Contractor's view point. However, Competent Authority's decision will be final and binding with regard to the imposition and extent of penalty. The amount of penalty will be deducted from the Contractor's subsequent bills or as a matter of last resort from the Performance Deposit. If for any reason amount in Performance Deposit is not available, the Competent Officer may withdraw these amounts from Security Deposit.

## **APPENDICES**

**Appendix-I: Technical Bid for Pre-qualification**

**Letter Comprising the Technical Bid for Pre-qualification**

*(Refer Clause 2.14.2)*

Dated:

To,

Shri \*\*\*\*\*

Department of Tourism

UT Administration of DNH & DD.

Sub: Technical Bid for pre-qualification for O&M of Jalandhar House, Diu

Dear Sir,

1. With reference to your RFP document dated ....., I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the operation, maintenance and management of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by the Authority;

- b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 of the RFP document;
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.8 and 2.25 of the RFP document.
9. I/ We believe that we/ our / proposed satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
10. I/ We declare that we are not a Member of any other bidder submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our managers/ employees<sup>2</sup>.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13<sup>th</sup> July, 2001 which guidelines apply

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<sup>2</sup> In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule .....hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

*mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-VII thereof.

15. I/We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
17. I/ We acknowledge and agree that in the event of a change in control of a Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Management Agreement but prior to commencement of the Appointed Date under the Management Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Management Agreement shall, at the sole discretion of the Authority, be liable to be terminated under and in accordance with Clause 2.4.2 of the RFP without the Authority being liable to us in any manner whatsoever.
18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Management Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the \*\*\*\*\*. We understand that except to the extent as expressly set forth in the Management Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
21. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.

22. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Management Agreement.
23. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause of RFP.
24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
25. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. ....  
(Rupees .....
26. I/ We offer a Bid Security of Rs..... (Rupees ..... only) to the Authority in accordance with the RFP Document. The Bid Security in the form of a {Demand Draft/ Bank Guarantee} has been submitted.
27. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
28. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Management Agreement till occurrence of Financial Close in accordance with the Management Agreement.
29. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder

Appendix-I**Annex-I: Particulars of the Bidder**

- 1
  - 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 Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
- 3 Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone:
  - f. E-Mail:
  
- 4 Particulars of the Authorised Signatory of the Bidder:
  - a. Name:
  - b. Designation:
  - c. Address:
  - d. Phone Number:
  - e. Fax Number:
  
6. The following information shall also be provided for the Bidder:

**Name of Bidder:**

No.	Criteria	Yes	No
1.	Has the Bidder of the been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder of the paid liquidated damages of more than 5% of the Reserve price 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?		

7. A statement by the Bidder 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).



Appendix-I**Annex-II: Technical Capacity of the Bidder<sup>@</sup>***(Refer to Clauses 2.2.2, 3.2 and 3.3 of the RFP)*

Bidder type	Project Code <sup>¥</sup>	Category <sup>\$</sup>	Experience
			Number of residential rooms in the hotel
(1)	(3)	(4)	(5)
Single entity Bidder	a		
	b		
	c		
	d		

- <sup>@</sup> Provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3. In case the Bid Due Date falls within 3(three) months of the close of the latest financial year, refer to Clause 2.2.12.
- <sup>¥</sup>Refer Annex-IV of this Appendix-I. Add more rows if necessary.
- <sup>\$</sup> Refer Clause 3.2.1.

Appendix-I**Annex-III: Financial Capacity of the Bidder***(Refer to Clauses 2.2.2, 2.2.4 and 3.4 of the RFP)***(In Rs. Crore)**

Bidder type	Net Cash Accruals					Net Worth <sup>££</sup>
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
(1)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder						
TOTAL						

**Name & address of Bidder's Bankers:**

- <sup>££</sup>The Bidder should provide details of its own Financial Capacity specified in Clause of RFP.

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - a. reflect the financial situation of the Bidder where the Bidder is relying on its financials;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)<sup>3</sup>.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 of the RFP document.

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<sup>3</sup> To further explain, Net worth is aggregate value of the paid-up share capital and all reserves created out of the profits and securities, premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

Appendix-I**Annex-IV: Details of Eligible Projects***(Refer to Clauses 2.2.2, 3.2 and 3.3 of the RFP)***Project Code:**

<b>Item</b>	<b>Refer Instruction</b>	<b>Particulars of the Project</b>	
(1)	(2)	(3)	
Title & nature of the project			
Category	5		
Year-wise Number of Rooms in the Hotel	6	Year	Number of Rooms
		Year 1	
		Year 2	
		Year 3	
		Year 4	
		Year 5	
		Total	
Location and address of the Hotel	7		
Date of commencement of Hotel	8		

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. Refer to Clause 3.2.1 of the RFP.
5. The Eligible Project for the entire 5 years is to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12)  
  
For the project to be Eligible for a particular year within last 5 financial years, the hotel needs to have total number of operational rooms more than or equal to 50 in that year, in accordance with Clause 2.2.2.
6. Particulars such as name, address and contact details of owner may be provided for all Eligible Projects.
7. The date of commissioning of the project should be indicated for all Eligible Projects.

8. For all Eligible Projects, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3). In case the project is owned/ operated, maintained and managed by the Bidder Company, please indicate accordingly (Refer Clause 3.2.3).
9. Certificate from the Bidder's statutory auditor<sup>4</sup> or its respective entity issuing the star categorization certificate must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
10. The Bidder shall provide a certificate from the statutory auditor of the Bidder, in the format below:

---

<sup>4</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

**Certificate from the Statutory Auditor regarding Hotels<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that .....(*name of the Bidder*) is/ was an equity shareholder in .....(*title of the project company*) and holds/held Rs. ....cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>€</sup> of the total paid up and subscribed equity capital) of the project company from .....(*date*) to .....(*date*)<sup>¥</sup>. The project was/is likely to be commissioned on .....(*date of commissioning of the project*).

We certify that ..... (title of the project company) {owned/ operated, maintained and managed} a .....(*insert name of the hotel*) having a capacity of .....(*insert number*) residential rooms and the total number of residential rooms {owned/ operated, maintained and managed} by them works out to .....(*insert number of residential rooms in words and figure*) during the past five financial years as per year-wise details noted below:

***(Give year wise details)***

.....

.....

We certify that the star category of the project is ..... As per the following certification process method: .....

We also certify that the project is in operation from ..... and presently functional.

Name of the audit firm:

Seal of the audit firm:(Signature, name and designation of the authorized signatory) Date:

11. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project.

<sup>Φ</sup> Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.

<sup>¥</sup> In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that ..... (name of Applicant) owned/ operated/ managed the ..... (name of project) from ..... (date) to ..... (date)."

Appendix-I

**Annex-V: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder )

Ref. Date:

To,

Shri \*\*\*\*\*

Department of Tourism

UT Administration of DNH & DD.

Dear Sir/Madam,

We hereby confirm that we/ satisfy the terms and conditions laid out in the RFP document.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Appendix-II: Financial Bid for selection of Bidder**

**(To be uploaded online only)**

*(Refer Clauses 2.1.4 and 2.14)*

<b>Sr. No</b>	<b>Particular</b>	<b>Unit</b>	<b>Percentage of 'Total Revenue'</b>
1	Management Fee from the date of Commencement of the Project. (Excluding GST)	Per Year	
	<b>Total</b>		



**Appendix-III: Power of Attorney for signing of Bid<sup>5</sup>**

*(Refer Clause 2.2.5)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us 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 application for pre-qualification and submission of our bid for the ..... Project proposed or being developed by the ..... (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Management Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Management 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 .....2.....

For .....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

<sup>5</sup> To be submitted in original.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

## Appendix-IV: Contract Agreement

### CONTRACT AGREEMENT

This **CONCESSION AGREEMENT** (“**Agreement**”) is entered into on this \_\_\_\_\_20\_\_\_\_  
at \_\_\_\_\_.

#### **BETWEEN**

1. **The UT Administration of Dadra & Nagar Haveli and Daman & Diu**, represented by the [\_\_\_\_\_] <sup>6</sup> with its principal office at \_\_\_\_\_] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of One Part;

#### **AND**

2. \_\_\_\_\_ **LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 with its registered office at \_\_\_\_\_, India (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

The Authority and the Concessionaire shall collectively be referred to as “**Parties**” and individually as a “**Party**”.

#### **WHEREAS:**

- (A) [The Government of India is considering private sector participation to augment the tourism facilities in the UT Administration of DNH & DD, with special emphasis to provide better facilities to the tourists visiting the district. For this purpose, it has empowered the Authority to outsource the Jalandhar House, Diu for operation, maintenance and management of the Project (*as defined hereinafter*) through private investors.]
- (B) The Authority is the owner of the Jalandhar House situated at PTS No. 145/2-A, 145/2(P) at Jalandhar Beach, Diu district, Dadra & Nagar Haveli and Daman & Diu,

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<sup>6</sup> Name of the department to be inserted.

Union Territory of India having total plot area of 15313 Sq. mt. with total built-up area of 4305 Sq. mt. and intends to outsource for operation, maintenance and management in accordance with the terms and conditions set forth in this Agreement.

- (C) The Authority had accordingly invited proposals under its [Request for Proposal No. \_\_\_\_\_]<sup>7</sup> dated [●] (the “**Request for Proposal**” or “**RFP**”) for selection of bidders for the operation, maintenance and management of the Project through private investors.
- (D) Following the evaluation of the bids submitted by the bidders, including that of the Selected Bidder, the Authority had accepted the Bid. Subsequently, the Authority had issued the letter of award no. [●] dated [●] (the “**Letter of Award**” or “**LOA**”) to the Selected Bidder and execution of this Agreement within [30 (thirty)] days of the date of issue thereof.
- (E) The {Selected Bidder} has since incorporated the Concessionaire and has requested the Authority, by its [letter dated \_\_\_\_\_]<sup>8</sup>, to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder} including the obligation to enter into this Agreement pursuant to the LOA. {The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.}
- (F) The Authority, through its [letter dated \_\_\_\_\_]<sup>9</sup>, had agreed to the request of the Selected Bidder, and accordingly intends to enter into this Agreement with the Concessionaire for execution of the Project, subject to and on the terms and conditions set forth hereinafter.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below.

1. WHEREAS the Concessionaire has fully read, understood and has undertaken to abide by all the terms and conditions as stipulated in the Tender Documents for providing all services as per the scope of work, penalties, service parameters/ indicators and payments strictly in terms of such definitions as stated in relevant tender documents and accepted by the Concessionaire by virtue of his signatures on each page of the tender documents. The contract is liable to be terminated at any time, without assigning any

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<sup>7</sup> To be inserted upon issuance of the RFQ.

<sup>8</sup> Relevant details to be inserted

<sup>9</sup> Relevant details to be inserted

reasons by the Authority if there is any discrepancy in discharge of services as per the scope of services mentioned in the tender documents. The description regarding enforcing force majeure clause, arbitration and service parameters/ indicators will also be as per the tender documents.

2. AND WHEREAS the Authority shall be responsible for all the expenditure for the Facility Management Services viz. Mechanised House Keeping, Accounting, Item Inventory Management, Management of Front Office and Reception with Maintenance, providing Catering (F&B) Services, provision of in-house engineering services, Raw materials for Food and Beverages, Charges of electricity, water supply and LPG shall.
3. AND WHEREAS the Management Fee shall be payable by the Authority to the Concessionaire, as quoted by the successful bidder on quarterly basis.
4. AND WHEREAS the Concessionaire shall, for the performance of its obligations hereunder during the operation Period, provide to the Authority within [30 (thirty)] days from the Execution Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [20 Lakhs] (Rupees [Twenty Lakhs only]) substantially in the format set forth in Appendix VI of RFP (the "Performance Security"). The Concessionaire shall maintain and keep in force the Performance Security for the entire duration of the Performance Security Period in accordance with the RFP. Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.
5. Notwithstanding anything to the contrary contained in this Agreement, in the event that the Performance Security is not provided by the Concessionaire within the above specified period, the Authority shall have the right to encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

AND WHEREAS the Authority and the Concessionaire agree as follows:

6. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents

referred to.

7. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) The Letter of Acceptance (LoA) issued by the Authority.
  - b) Notice inviting Tender (NIT) issued by the Authority.
  - c) The complete Bid, as submitted by the Concessionaire.
  - d) The Addenda, if any, issued by the Authority.
  - e) Any other documents forming part of this Contract Agreement till date.  
(Performance Bank Guarantee, Bank Guarantee)
  - f) Supplementary Agreements executed from time to time.
  
8. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
  
9. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on Behalf Concessionaire

Signed on Behalf of the Authority

**(Authorised Signatory)**

**(Authorised Signatory)**

**Appendix-V: deleted**

**Appendix VI: Bank Guarantee for Bid**

*(Refer Clauses 2.1.5 and 2.27)*

**B.G. No.**

**Dated:**

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956/2013) and having its registered office at ..... (and acting on behalf of its ) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ..... Project (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft Management Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have



obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

## Appendix-VII: Guidelines of the Department of Disinvestment<sup>10</sup>

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II  
Government of India  
Department of Disinvestment

Block 14, CGO Complex  
New Delhi.  
Dated 13th July, 2001.

### OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- a. In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- b. In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- c. In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

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<sup>10</sup> These guidelines may be modified or substituted by the Government from time to time.

- d. Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- e. The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- f. Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- g. Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

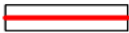





Under Secretary to the Government of India

**Appendix-VIII: Details of Rooms of property**

The R.C.C. framed structure building having G+2 floors. The Jalandhar House consist of 42 Standard Rooms, 2 VIP Suit Rooms and 1 VVIP Suit Room with open terrace covered with Canadian wood pergolas and Gym. The V.V.I.P Room connected with a separate glass elevator. It also includes the double-heightened reception area, waiting lounge, recreational area, general dining area and V.I.P. dining area, kitchen, Conference Hall, Mini Conference Hall, Swimming pool, 2 nos. Lifts, Dormitory, Parking area etc.

VVIP + VIP Suite Room	1+2 = 3
Standard Rooms	42
<b>Total No. of Rooms</b>	<b>45</b>
Floor wise Rooms	
No. of Rooms on Ground Floor	16+3= 19
No. of Rooms on First Floor	17
No. of Rooms on the Second Floor	9

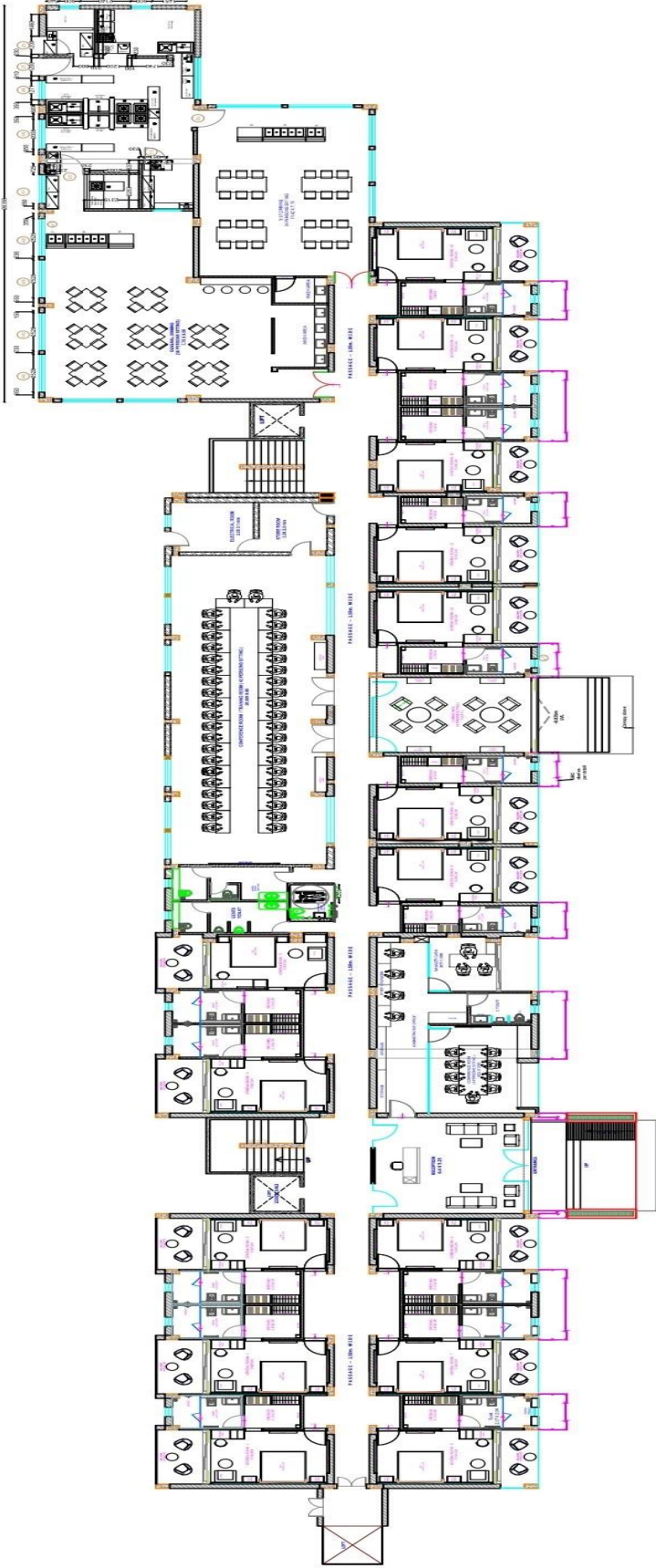
**AREA STATEMENT**

	TOTAL PLOT AREA	9980.00 Sqm.
	PLINTH AREA OF BUILDING	1539.00 Sqm.
	PLINTH AREA OF DORMATRY	229.49 Sqm.
	AREA OF INFINITY POOL	1635.00 Sqm.
	AREA OF ROCK TOP	586.00 Sqm.
	AREA OF PARKING	3112.00 Sqm.

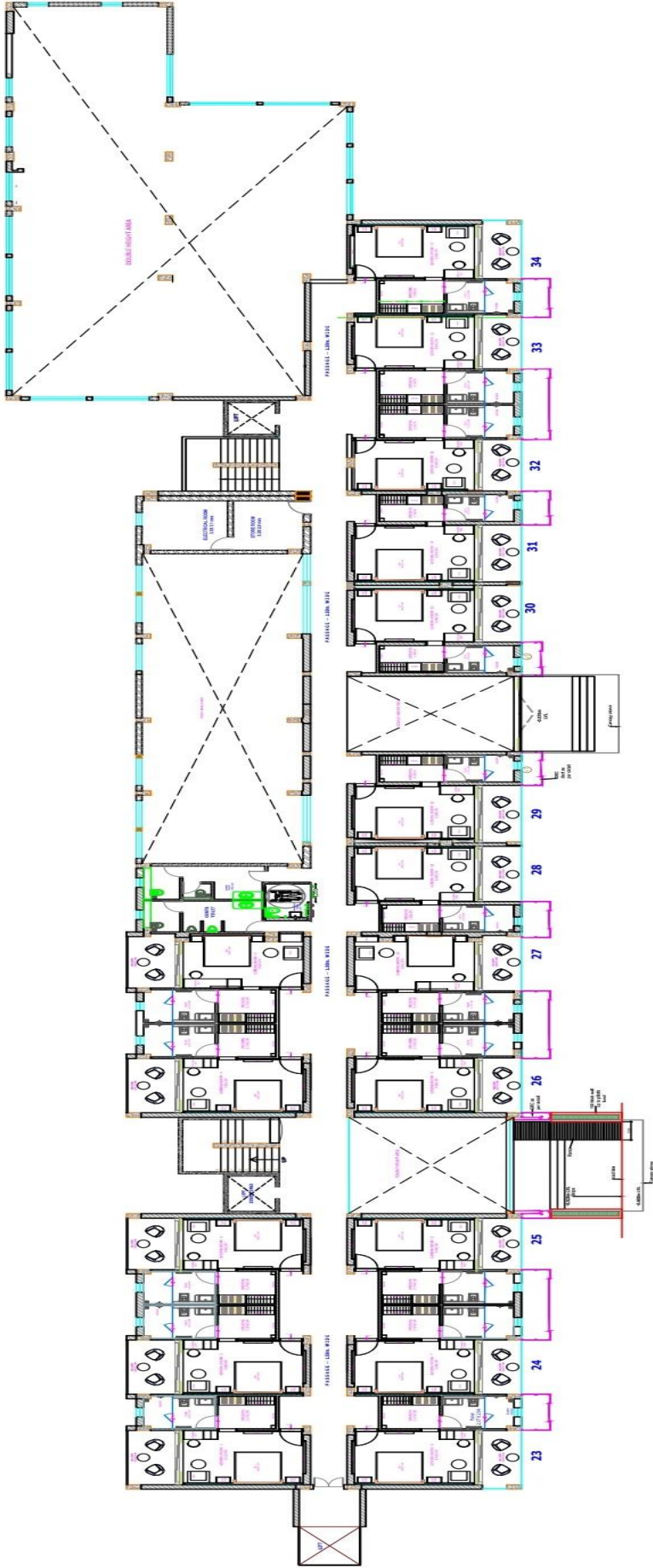
**Jalandhar Circuit House Area Statement**

Built up Area of Ground Floor	1539.09 Sqmts
Built up Area of First Floor	1238.55 Sqmts
Built up Area of Second Floor	1067.38 Sqmts
<b>Total Built up Area</b>	<b>3845.02 Sqmts</b>
Built up Area of Dormatry G.F.	229.49 Sqmts
Built up Area of Dormitory F. F.	229.49 Sqmts
<b>Total Built up Area of Dormatory</b>	<b>458.98 Sqmts</b>

Appendix-IX: Building plan of Property



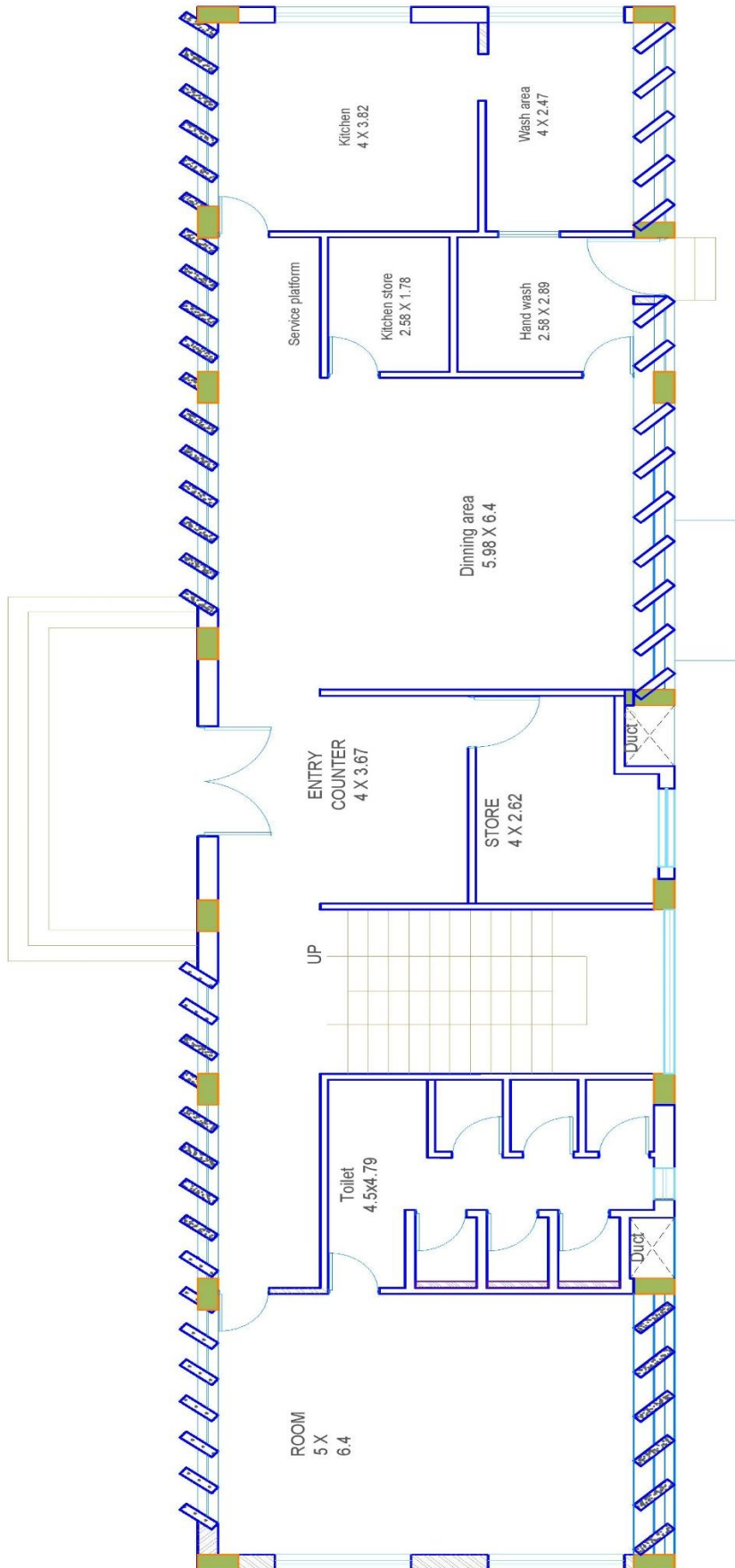
**GROUND FLOOR**



# FIRST FLOOR

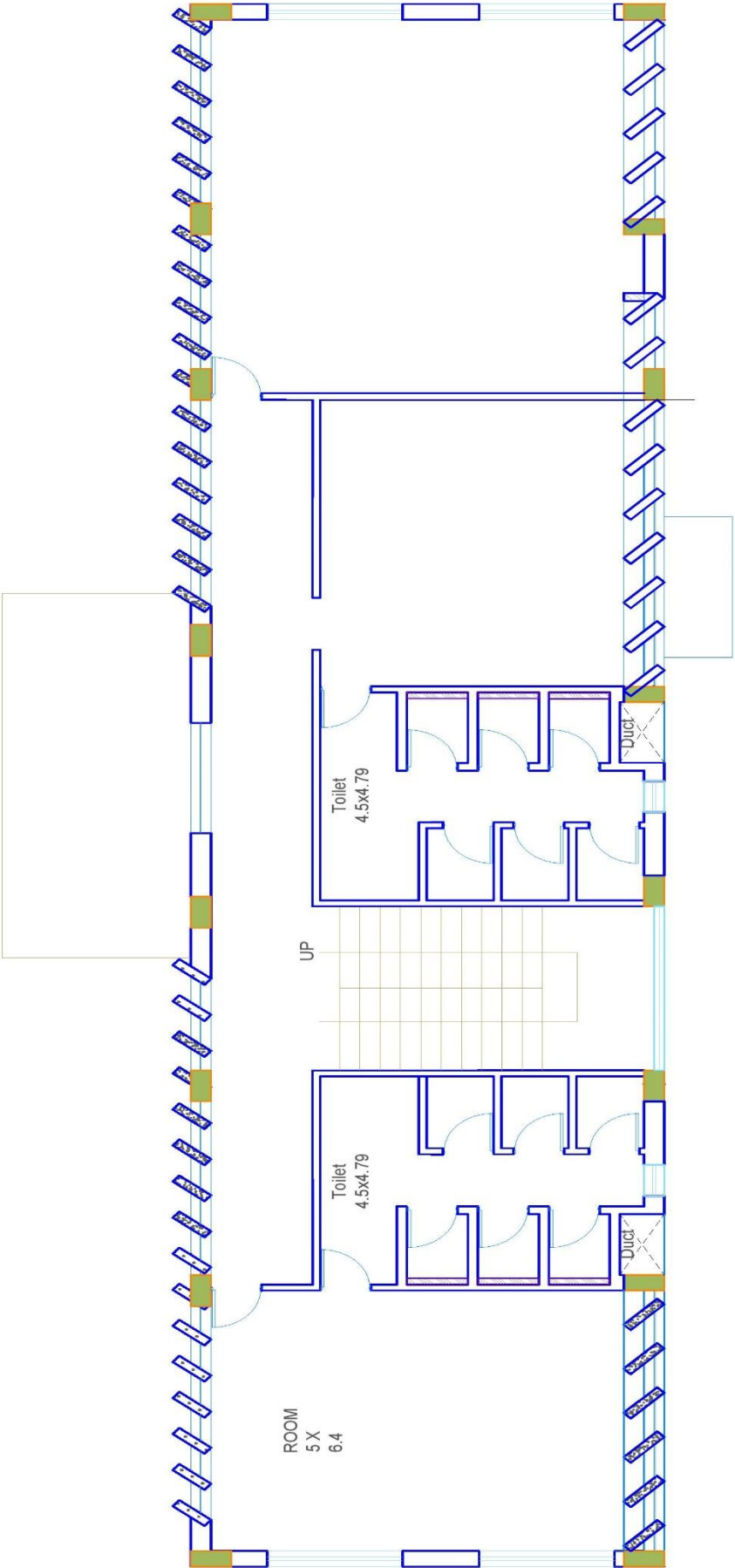


# SECOND FLOOR



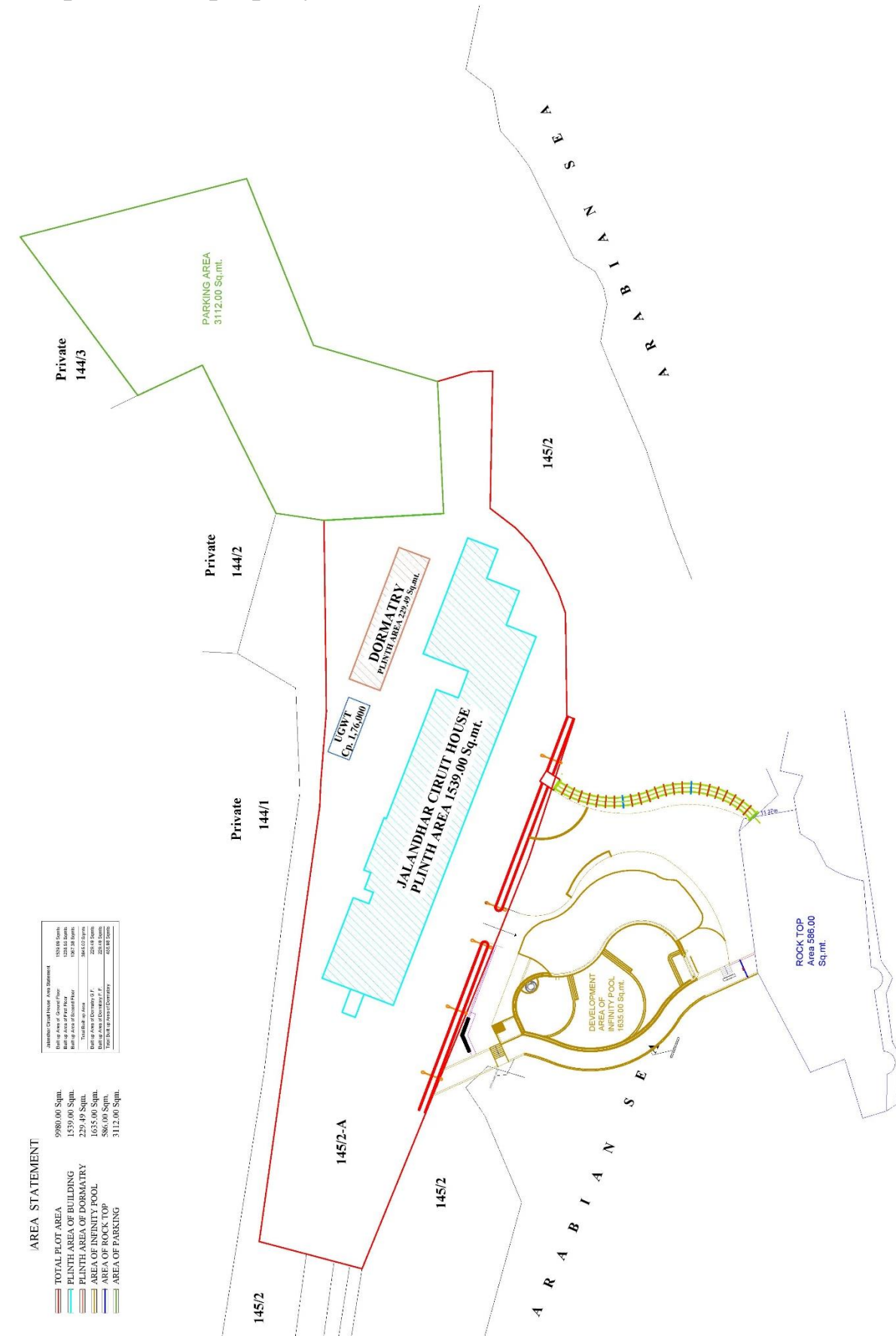
GROUND FLOOR PLAN (Dormatery )





FIRST FLOOR PLAN ( Dormatery )

Site plan of the property:



AREA STATEMENT

TOTAL PLOT AREA	9980.00 Sq.m.
PLINTH AREA OF BUILDING	1539.00 Sq.m.
PLINTH AREA OF DORMATRY	229.49 Sq.m.
AREA OF INFINITY POOL	1635.00 Sq.m.
AREA OF ROCK TOP	586.00 Sq.m.
AREA OF PARKING	3112.00 Sq.m.

Jalandhar Circuit House Area Statement	
Building Area of Ground Floor	1539.00 Sq.m.
Building Area of First Floor	1567.38 Sq.m.
Total Area of Area	3106.38 Sq.m.
Building Area of Development of P.	229.49 Sq.m.
Total Area of Development	3335.87 Sq.m.

Photos of property:











