

অসম চৰকাৰ



GOVERNMENT OF ASSAM



# Assam Tourism Development Corporation Limited

## REQUEST FOR PROPOSAL (RFP)

### *Volume I: Request for Proposal - Instruction to Bidders*

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**SELECTION OF DEVELOPER FOR DEVELOPEMNT/UPGRADTION, OPERATION AND  
MANAGEMENT OF MAJULI CLUSTER OF TOURISM PROPERTIES IN ASSAM**

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**September, 2017**



**Managing Director**

**Assam Tourism Development Corporation Limited**

Asom Paryatan Bhawan, A K Azad Road, Paltan Bazar,

Guwahati- 781008, Assam, India

Phone: +91-361- 2633654

Fax: +91-361- 2738620

Website: [www.assamtourisonline.com](http://www.assamtourisonline.com)

Email: [info@assamtourisonline.com](mailto:info@assamtourisonline.com) / [atdcltd@gmail.com](mailto:atdcltd@gmail.com)

## Disclaimer

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

*This RFP is not an agreement and is neither an offer nor invitation of offer 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 Proposal pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the Project Information Brief, 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 depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. 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 Bidders 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 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 Developer, as the case may be, for the Project and the Authority reserves the right to reject all or any of the 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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**Check list**

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<b>Description</b>	<b>Annexure</b>	<b>Submitted (Yes/ No)</b>
<b>ENVELOPE 1</b>		
Document Fee		
Covering letter clearly stating the validity period of the Bid	A1	
Power of Attorney for signing the Bid	A2	
Joint Bidding Agreement	A3	
Power of Attorney for Lead Member of Consortium	A4	
Bid Security, as per the prescribed format	A5	
Anti-Collusion Certificate	A6	
Statement of Legal Capacity	A7	
<b>ENVELOPE 2</b>		
Details about the Bidder	A8	
Experience of the Bidder	A9	
Certificate(s) from its statutory auditors specifying the Turnover & Net worth and Audited Financial Statements/ Balance Sheets	A10	
Project Concept, Marketing including Project Implementation Plan	A11	
<b>ENVELOPE 3</b>		
Financial Bid	B1	

## 1. GENERAL

- 1.1 Government of Assam (GoA) through Assam Tourism Development Corporation Ltd (ATDCL), a State Government Company, owns and operates a number of tourism properties referred to as Hotels, Tourist Lodges, Wayside Amenities Motels, Restaurants etc. across the state.
- 1.2 Now Govt of Assam has decided to seek strategic partner(s) for Operation & Management and further development of these properties through lease cum development model to ensure highest standards of service to the tourists and promotion of tourism in the state.
- 1.3 ATDCL, in order to make the properties commercially viable for the strategic partners, have bundled the properties into some Clusters based on predefined norms as size, location, present performance etc.
- 1.4 ATDC proposes to select a private sector participant for development **through renovation/up-gradation/modernisation of the Majuli Cluster of Tourism Properties in Assam** comprising following units:

SN	Name of Unit	Location	Facilities	Land (Acres)
1	Prashanti Eco Tourism Resort, Majuli	Kamalabari, Doria Gaon, Majuli	Reception, restaurant, auditorium, 3 community centres, 2 cluster cottages with 8 double bedded rooms, cottages for disabled with 3 double bedded rooms, dormitory with 5 bedded room.	6.94

- 1.5 Now Managing Director ATDCL (“**Authority**”) invites Bids from private sector party for **development through renovation/up-gradation/modernisation, operation, and management of the Majuli Cluster of Tourism Properties in Assam** (the “**Project**”) in a bid to unlock the commercial value of the properties and at the same time promoting tourism by improvement of tourism infrastructure.. For this purpose, the identified Project shall be leased out to Developer/s on “as-is-where-is” basis for a period of 30 years (the “**Lease Period**”).
- 1.6 The Selected Bidder shall enter into a lease cum development agreement which sets forth the detailed terms and conditions for grant of the Project Land/ Project on lease to the Selected Bidder, including the scope of the Lessee’s services and obligations.

- 1.7 The Selected Bidder (“**Developer or Lessee**”) shall be responsible for **renovation, up-gradation, modernisation, operation and management of the** Projects under and in accordance with the provisions of the lease cum development agreement (the “**Lease cum Development Agreement or Agreement**”) to be entered into between the Developer and the Authority.
- 1.8 The Selected Bidder after selection and award of the Project, shall, in terms hereof and more particularly in terms of the letter of intent, be required to incorporate a Special Purpose Vehicle (“**SPV**” or the “**Developer**”) prior to the execution of the lease Cum Development Agreement, under the provisions of the Companies Act 2013, for undertaking the development of the Project as the Developer, in terms hereof and more particularly the lease cum development agreement.
- 1.9 For undertaking the development works through renovation/upgradation of the Project the Developer shall ensure a minimum investment of Rs.10.00 lakhs (Rupees ten lakhs) as per process laid down in the Lease Cum Development Agreement.

## **2. RFP DOCUMENT**

### **2.1 Bidding Documents**

- 2.1.1 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 (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.
- 2.1.2 This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Addenda issued in accordance with Clause 3.9
- 2.1.3 The Bidding Documents is being issued in three parts
- Part I: Instructions to Bidders,
- Part II: Project Information Brief (PIB)
- Part III: Lease cum Development Agreement
- Subject to the provisions of Clause 2.1.2, the aforesaid documents and any Addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 2.1.4 The PIB for the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys,

investigations and other detailed examination before submitting their Bids. Nothing contained in the PIB shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the PIB.

- 2.1.5 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Lease 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 Authority.
- 2.1.6 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect.
- 2.1.7 The Bidding Documents including this RFP and all attached documents are and shall remain 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 Authority will not return any Bid or any information provided along therewith.
- 2.1.8 This RFP is not transferable.
- 2.1.9 Any award of Lease pursuant to this RFP shall be subject to the terms of Bidding Documents.

## **2.2 Brief Description of Bidding Process**

- 2.2.1 The Authority has adopted a single-stage process (collectively referred to as the "**Bidding Process**") for selection of Developer for award of the Project. Interested applicants can submit their Bid in accordance with the provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium).
- 2.2.2 RFP Document can be downloaded from [www.assamtourisonline.com](http://www.assamtourisonline.com). The Bidder has to attach a non-refundable Demand Draft of Rs 25,000/- (Rupees Twenty Five Thousand Only) drawn in favour of Managing Director , ATDCL , payable at Guwahati while submitting the Bid documents towards the document fee.



- 2.2.3 The Bid shall be valid for a period of not less than 180 days from the Bid Due Date as specified in Clause 2.3.1 for submission of Bids (the **"Bid Validity Period"**).
- 2.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs.1.0 lakhs (Rupees one lakh only) (the **"Bid Security"**), refundable not later than 90 days from the Bid Due Date except in the case of the Selected Bidder. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of an irrevocable and an unconditional Bank Guarantee, acceptable to the Authority, as per format given in the RFP. The validity period of the Bank Guarantee, shall not be less than 240 days from the Bid Due Date, and may be extended subject to the maximum period of 300 days from the Bid Due Date by the Bidder from time to time at the request of the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 2.2.5 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.2.6 Any queries concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.3.1 below. The envelopes/ communication shall clearly bear the following identification/title: **"Queries: RFP for Development, Operation & Management of Majuli Cluster of Tourism Properties in Assam"**.

### 2.3 Schedule of Bidding Process

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

	<b>Bid Stage</b>	<b>Estimated Date</b>
1	Issue of RFP	September 28, 2017
2	Address for sending queries	Assam Tourism Development Corporation Ltd Paryatan Bhawan A.K Azad Road, Rehabari Phone: 91-361-2633654, Fax: 91-361-2738620 E-mail: noorbegum2014@gmail.com
3	Last date for receiving queries	October 7, 2017
4	Pre-bid meeting	October 9, 2017 2:00 PM ATDC Ltd Paryatan Bhawan A.K Azad Road, Rehabari Phone: 91-361-2633654, Fax: 91-361-2738620

5	Last Date for Purchase of Bid Documents	12:00 Hours of October 25, 2017
6	Bid Due Date	15:00 Hours of October 25, 2017
7	Opening of Technical Bid	17:00 Hours of October 25, 2017
8	Date of Technical Presentation	Will be intimated later
9	Opening of Financial Bid	Will be intimated later
10	Letter of Intent (LOI)	Within 15 days from the date of Financial Bid Opening
11	Validity of Bids	180 days from Bid Due Date
12	Signing of Agreement	Within 30 days of award of LOI
13	Address for Submission of Bid/ Opening of Bids	Assam Tourism Development Corporation Ltd Paryatan Bhawan A.K Azad Road, Rehabari Phone: 91-361-2633654, E-mail: mdatdc@gmail.com Fax: 91-361-2738620
14	Bid Security	Rs 1.0 lakhs (Rupees one lakh only)
15	Minimum Investment required by the Developer	Rs.10.00 lakhs (Rupees ten lakhs)
16	Minimum Lease Rent per month	Rs.75000.00 (Rupees Seventy five thousand only)

### **3. INSTRUCTIONS TO BIDDERS**

#### **3.1 General Terms of Bidding**

3.1.1 The Bidder may be a sole applicant (Company/ proprietorship /partnership firm) or a group of applicant (Companies /proprietorship /partnership firm) (the “**Consortium**”), coming together to implement the Project. However, a Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any other Consortium, as the case may be. The term Bidder used herein would apply to both a sole applicant and a Consortium.

3.1.2 Any Bidder, who has earlier been barred by GoA from participating in GoA projects, would not be eligible to submit a Proposal, where the bar subsists as on the Bid Due Date.

3.1.3 A Consortium shall be eligible for consideration subject to the conditions set out in Clause 3.2 and 3.3.

3.1.4 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit, invoke and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a. a Lead Member of such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- b. a Lead Member or constituent Member of such Bidder (in case of a Consortium) is also a constituent of another Bidder; or
- c. such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Bid of either or each of the other Bidder; or
- f. such Bidder has participated as a Consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

## **3.2 Eligibility Criteria**

3.2.1 The interested Bidders are required to satisfy all the following criteria as *Minimum*

*Eligibility Criteria* to qualify for the opening of the Bids being submitted:

- a. **Technical Criteria:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date
  - Should have been a business entity with at least 5 years of existence (as on 31st March 2017)
  - Should have experience in tourism and travel related business in the role of developer and or operator

- Should have experience of Operation and Management of a hotel/resort project with at least 10 keys.

Bidders are to submit an undertaking to the effect that it meets the Minimum Eligibility Criteria along with copy of the following documents

- i) Incorporation certificate
- ii) Memorandum of Article & Association
- iii) Annual Reports/Audited Financial Statements for last three years

The term “operation and management” shall include day-to-day administration, functioning, management, maintenance, upkeep and repair of hotel/resort project. Where the Bidder has experience in operation and maintenance of any other utilities or facilities in a tourism property, it should indicate these in its Bid but these will not be counted towards the minimum eligibility criteria

The term “tourism and travel related business” shall include day-to-day administration, functioning, management, maintenance of tourism & travel operations,

In case of Consortium the above document shall be submitted for each member of the Consortium.

- b. Financial Criteria:** The Bidder shall have a minimum annual average turnover (the “**Financial Capacity**”) of Rs.25.0 lakhs (Rupees twenty five lakhs only), during the last three financial years and the Bidder and in case of a Consortium, each of the Members, will be required to demonstrate that it has a positive Net Worth at the close of the latest financial year (“**Financial Capacity**”)

In case of a Consortium, the combined technical capacity in terms of experience and financial capacity of the members, should satisfy the above conditions of eligibility. For clarification, it is to mention that, all the members should satisfy the minimum number of years of business experience as set out in clause 3.2.1 (a) above.

In case the audited financial statement for the latest financial year is not available, the Bidder shall provide a certificate from its statutory auditors stating that it has a positive Net Worth for the latest financial year.

3.2.2 In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 2 (Two)
- b) the Bid should contain the information for each member of the Consortium;

- c) members of the Consortium shall nominate one member as the Lead member (the “Lead Member”), The nomination(s) shall be supported by a Power of Attorney, signed by all the other members of the Consortium;
- d) the Application should include a brief description of the roles and responsibilities of each member, particularly with reference to financial, technical and operation obligations;
- e) Members of the Consortium shall enter into a binding Joint Bidding Agreement, (the “**Joint Bidding Agreement**”), for the purpose of submitting the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - (i) convey the intent all the obligations of the Developer in terms of the Agreement, in case the lease to undertake the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Developer in relation to the Project until the 5th anniversary of the Appointed Date; and
  - (iv) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

### **3.3 Change in Ownership**

3.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged the terms and conditions mentioned in this RFP. The Bidder further acknowledges and undertakes that each of such Consortium Members shall remain part of the Consortium with the aforesaid obligation for a minimum period of 5 (Five) years from the Appointed Date.

3.3.2 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 a Consortium Member whose Financial Capacity was taken into consideration, the Bidder shall 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 LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Developer. In such an event,

notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit, invoke and appropriate the Bid Security without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 3.3.3 A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder/Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder/Consortium Member.

### **3.4 Cost of Bidding**

- 3.4.1 The Bidder shall be responsible for all of the costs associated with the preparation of their Bid and his 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.

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

- 3.5.1 Bidders are encouraged to respond to this RFP after making an on the spot assessment of the relevant Units of cluster/Properties and the conditions prevailing thereof, the surroundings, market assessment and all other parameters and issues related to development of Properties including Applicable Laws and regulations, and any other matter considered relevant by them.
- 3.5.2 For the purpose of site visit, the Bidders are required to contact the below mentioned person:

General Manager ATDCL  
Paryatan Bhawan, A.K Azad Road, Rehabari  
Guwahati: 781008  
Phone: 91-361-2633654,  
E-mail: [mdatdc@gmail.com](mailto:mdatdc@gmail.com)

### **3.6 Acknowledgement**

- 3.6.1 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) acknowledged and 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 3.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 3.5.1 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 there under;
- e) made a complete and careful examination of the various aspects of the Project including but not limited to:
  - (i) the land on which the project unit is located;
  - (ii) existing facilities and structures;
  - (iii) condition of the interiors, exteriors, appurtenances and the layout of the building including but not limited to open spaces around the Unit;
  - (iv) the conditions of the access roads and utilities in the vicinity of the Unit;
  - (v) conditions affecting transportation, access, disposal, handling and storage of materials;
  - (vi) clearances obtained by the Authority for the Project; and
  - (vii) all other matters that might affect the Bidder's performance under the terms of this RFP document
- f) 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 3.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Developer; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

### **3.7 Right to accept and to reject any or all Bids**

- 3.7.1 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 Bids at any time

without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 3.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security 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, supplemental information sought by the Authority
  - c. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 3.7.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Lease thereby granted by the Authority, that one or more of the prequalification 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 Developer either by issue of the LOI or entering into of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, the Authority shall forfeit, invoke and appropriate the Bid Security or Performance Security without prejudice to any other right or remedy that may be available to the Authority.
- 3.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

### **3.8 Clarifications**

- 3.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 2.2.6. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 2.3.1. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.



- 3.8.2 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.
- 3.8.3 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.

### **3.9 Amendment of RFP**

- 3.9.1 At any time prior to the deadline for submission of Bids, 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.
- 3.9.2 The Addenda/modified RFP (if any) shall be uploaded on the website [www.assamtourisonline.com](http://www.assamtourisonline.com). It will be the responsibility of the Bidders to visit the website on a regular basis to check for updates on this Project and the Bidding Process. The Authority shall not entertain any complaint/grievance from any Bidder regarding the non-receipt of the Addenda/Modified RFP.
- 3.9.3 In order to give the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## **4. PREPARATION AND SUBMISSION OF BIDS**

### **4.1 Language**

- 4.1.1 The Application 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 Application 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 Application, the English language translation shall prevail.

### **4.2 Format and Signing of Bid**

- 4.2.1 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.

4.2.2 The Bid shall be typed and signed by the Authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

4.2.3 The Bidder shall prepare and submit only 1 (one) Bid for the Project.

### **4.3 Sealing and Marking of Bids**

4.3.1 The Bidder shall submit the Bid in the following format

ENVELOPE I: General Eligibility criteria

ENVELOPE II: Technical Proposal

ENVELOPE III: Financial Proposal

4.3.2 Envelope I: “**General Eligibility Criteria**” shall be submitted in a separate envelope and shall contain the following, in original:

- a. **Bid Fee** –The Bidder shall submit a Demand Draft of Rs. 25,000 (Rupees twenty five thousand) only in favour of the Managing Director, Assam Tourism Development Corporation, Govt. of Assam payable in Guwahati and drawn on any Scheduled Bank in India.
- b. Covering letter clearly stating the **validity period of the Bid** in the prescribed format **Annexure A1**
- c. **Power of Attorney** for signing the Bid, as per the prescribed format **Annexure A2**.
- d. **Joint Bidding Agreement**, as per the prescribed format in **Annexure A3** wherever required.
- e. **Power of Attorney** for Lead Member of Consortium, as per the prescribed format in **Annexure A4**
- f. **Bid Security**, – if Bid Security is opted in the form of Bank Guarantee it should be as per the prescribed format at **Annexure A5**
- g. **Anti-Collusion Certificate** – to be submitted on the letter head of the Lead Member (in case of a Consortium) or the Single applicant as the case may be substantially as per format given in **Annexure A6**.
- h. **Statement of Legal Capacity** – to be submitted on the letter head of the Lead Member (in case of a Consortium) or the Single applicant as the case may be substantially as per format given in **Annexure A7**.

4.3.3 Envelope II: “**Technical Proposal**” shall be submitted in a separate envelope and shall contain the following, in original:

- a. Details about the Bidder: as per **Annexure A8**.
- b. Memorandum of Article & Association (MoAA) - The main object of the Company shall be the similar as the activities which are envisaged under the Scope of Work as mentioned in this RFP Document and the related Bid Documents.
- c. Details about the experience of the bidder as per **Annexure A9**.
- d. Certificate(s) from its Statutory Auditors specifying the Annual Turnover and Net worth of the Bidder, in the last three financial years as per **Annexure A10** along with copy of Audited Financial Statements/Balance Sheets for last three years.. Financial Year shall mean from 1st April till 31st March.-
- e. Project Concept, Marketing Write-up, Capital Expenditure, Operation and Maintenance Plan **Annexure A11**.

4.3.4 Envelope III: **Financial Proposal**’ shall be submitted in a separate envelope The Price Bid shall be furnished in the format given at Annexure B1 and shall consist of the Lease Rent to be quoted by the Bidder over and above minimum lease rent of Rs 75000/- per month. The Bidder shall specify (in Indian Rupees) the Lease Rent

- a. Financial Bid as per **Annexure B1**.

The Financial Bid should be submitted in a separate sealed envelope with the following clearly mentioned on the envelope – “Financial Bid for the Majuli Cluster of Tourism Properties.”. All the above submissions in original shall be placed inside the Outer Envelope along with Envelope I, Envelope II and Envelope III. The Outer Envelope shall be sealed, and labelled as “**BID FOR DEVELOPMENT, OPERATION & MANAGEMENT OF MAJULI CLUSTER OF TOURISM PROPERTIES IN ASSAM**”

4.3.5 Each of the envelopes shall be addressed to:

Managing Director  
Assam Tourism Dev Corporation Ltd  
Paryatan Bhawan A.K Azad Road, Rehabari,  
Guwahati-781008

4.3.6 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 submitted.

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

#### **4.4 Bid Due Date**

4.4.1 Bids should be submitted before 1500 hours IST on the Bid Due Date at the address provided in Clause 2.3.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.3.1.

4.4.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.9 uniformly for all Bidders.

#### **4.5 Late Bids**

4.5.1 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.

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

4.6.1 No Bid shall be modified, substituted or withdrawn by the Bidder after its submission.

4.6.2 Any alteration/ modification in the Bid or additional information supplied subsequent to submission of Bid to the Authority shall be disregarded.

#### **4.7 Rejection of Bids**

4.7.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

4.7.2 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.

#### **4.8 Validity of Bids**

4.8.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended subject to the maximum period of 240 days by mutual consent of the respective Bidders and the Authority.

#### **4.9 Confidentiality**

4.9.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the 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 the 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.

#### **4.10 Correspondence with the Bidder**

4.10.1 The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **5. BID SECURITY**

#### **5.1 Bid Security**

5.1.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.2.4 herein above in the form of an irrevocable and unconditional bank guarantee issued by a Nationalised Bank or a Scheduled Bank in India, in favour of the Authority in the format at as mentioned in Clause 4.3.2 (the “**Bank Guarantee**”). 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.

5.1.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of Managing Director, ATDC Ltd and payable at Guwahati (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.

5.1.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

5.1.4 Save as provided in Clause 2.2.4, the Bid Security of unsuccessful Bidders will be refundable, without any interest, not later than 90 days from the Bid Due Date except in the case of the Selected Bidder.

5.1.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the Security Deposit in accordance with the provisions thereof.

- 5.1.6 The Authority shall be entitled to forfeit, invoke and appropriate the Bid Security in any of the events specified in Clause 5.1.7 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 Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 5.1.7 The Bid Security shall be forfeited, invoked and appropriated by the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a. If a Bidder submits a non-responsive Bid;
  - b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 7.1 of this RFP;
  - c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
  - d. In the case of Selected Bidder, if it fails within the specified time limit to sign the Agreement and/or to furnish the Performance Security

## **6. EVALUATION OF BIDS**

### **6.1 Opening of Bids**

- 6.1.1 The Authority shall open the Bids at 1530 hours on the Bid Due Date, at the place specified in Clause 2.3.1 and in the presence of the Bidders who choose to attend.
- 6.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in Clause 6.3
- 6.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### **6.2 Tests of Responsiveness**

- 6.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- a. it is received as per the format as specified in Clause 4.3;
  - b. it is received on the Bid Due Date including any extension thereof pursuant to Clause 4.4;
  - c. It is signed, sealed, and marked as stipulated in Clause 4.3;

- d. it is accompanied by the Bid Security as specified in Clause 2.2.4 & Clause 5.1;
- e. it is accompanied by the Power(s) of Attorney;
- f. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats as specified in this RFP);
- g. it does not contain any condition or qualification; and
- h. it is not non-responsive in terms hereof

6.2.2 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.

### 6.3 Evaluation Process

#### A. Scoring System

6.3.1 The Authority shall open the Envelope I of the Bid at the time and date mentioned against the Opening Date in the Schedule of Bidding Process.

6.3.2 In the first stage, the document for General Eligibility will be evaluated. (Bid Fee, **Annexure A1, A2, A3, A4, A5 A6 and A7 and attachments to annexures, if any**)

6.3.3 A Bid Evaluation Committee, on the basis of General Eligibility, will undertake the screening of all Bids. Preliminary scrutiny of the Bid Document will be made to determine whether the Documents have been properly signed, Bid security deposited and other all relevant papers are submitted and the Bids are generally in order.

6.3.4 Evaluation of Bids of only those Bidders who qualify the General Eligibility criteria shall be evaluated on the basis of technical qualifying criteria as defined below:

The Technical Proposal will be evaluated on the basis of Applicant's total experience, its financial strength, experience in undertaking similar assignments and its Investment Plan etc. The scoring criteria to be used for evaluation shall be as follows.

Sl. No.	Criteria	Maximum Marks
1.	Total Experience in the field of Hospitality/Tourism Industry (In years) 5 years = 10 Marks More than 5 to 10 Years = 15 Marks More than 10 years = 20 Marks	20
2.	Operation and Maintenance of Number of Hotels/Resorts (minimum 10	15

	keys) 1 Hotel = 5 Marks 2 Hotels = 10 Marks 3 or More Hotels = 15 Marks	
3	Experience in running Star Category Hotels 1- 2 Star Category or 10-20 keys = 5 Marks 3- 4 Star Category or 21-40 keys = 10 marks 5 Star Category or more than 40 keys = 15 Marks	15
4.	Turnover 1xMT to 1.5xMT = 5 Marks More than 1.5xMT to 2xMT = 7 Marks More than 2xMT = 10 Marks Note: MT = Minimum Average Turnover as specified in Clause 3.2.1 (b)	10
5	Development Plan : Detailed Investment and Marketing Plan as per bid submitted under Annexure-A10	20
5	Presentation on Investment Plan and O&M Plan	20
	<b>Total</b>	<b>100</b>

Only the Applicants who's Technical Proposals score 70 points or more out of 100 shall be ranked and will be eligible for evaluation of Financial Bid.

- 6.3.5 Bidders qualifying in the earlier stage will be considered for financial evaluation and only those financial bid will be opened in presence of the bidders. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations within the total quoted price shall be that of the Bidder. The Highest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times F/FM$$

(F = amount of Financial Proposal)

## **B. Combined Score and Final Evaluation**

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:



$$S = (ST \times Tw) + (SF \times Fw)$$

Where, Tw and Fw are weightages assigned to Technical Score (ST) and Financial Score (SF) that shall be 0.8 and 0.2 respectively.

The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in this RfP.

- 6.3.6 In its sole judgment, if the authority considers the Highest Annual Lease Rent is less below acceptable level, the Authority reserves the right to reject the Bid and cancel the Bidding Process.
- 6.3.7 In the case that the Authority receives only one Bid for the Project, it is at the discretion of the Authority to accept it or reject it, after negotiation of the Bidder if required
- 6.3.8 Information relating to the examination, clarification, evaluation, and recommendation for the Bidder 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
- 6.3.9 After selection, a Letter of Intent (the “LOI”) 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 LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder.

#### **6.4 Contacts during Bid Evaluation**

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

#### **6.5 Payment to be made by the Selected Bidder**

- 6.5.1 The Selected Bidder would be required to make the following payments:

- a) **Annual Lease Rent:** The Selected Bidder shall, pay to ATDC annual lease rental of amount quoted by it in its bid over and above the minimum rental of Rs 75,000/- per months in the manner as laid down in the draft lease cum development agreement.
- b) **Revenue Sharing :** In addition to the Lease Rental, the Developer will offer a revenue share to the ATDC that would be calculated at 3% (three percent) of Gross Revenue from the Project and shall be paid in the manner as laid down in draft Lease Cum Development Agreement.

#### 6.5.2 Performance Security:

- a) The Selected Bidder shall submit a Performance Security prior to the signing of the Agreement in the form of a Demand Draft/Bankers Cheque drawn in favour of Assam Tourism Development Corporation Ltd payable at Guwahati. The Performance Security shall be for an amount equivalent to one year annual Lease Rent for the first year. The performance security shall be released after 60 days from the end of Lease period.

## 7. FRAUD AND CORRUPT PRACTICES

### 7.1 General

- 7.1.1 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 LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Authority shall reject a Bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Developer, as the case may be, if it determines that the Bidder or Developer, 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 forfeit, invoke and appropriate the Bid Security or Performance Security without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 7.1.2 Without prejudice to the rights of the Authority under Clause 7.1.1 and the rights and remedies which the Authority may have under the LOI or the Agreement, if a Bidder or Developer, 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 LOI or the execution of the Agreement, such Bidder or Developer

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 Developer, 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.

7.1.3 For the purposes of this RFP, 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 LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the 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.

## **8. MISCELLANEOUS**

## **8.1 Pre-bid conference**

- 8.1.1 Pre-Bid conferences 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.
- 8.1.2 During the course of Pre-Bid conferences, 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.

## **8.2 Other Conditions**

- 8.2.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Guwahati shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 8.2.2 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. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d. 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.
- 8.2.3 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

### **Annexure A1**

Letter comprising the Bid  
(Refer Clause 4.3.2)

Dated:

**Managing Director  
Assam Tourism Development Corporation  
4<sup>th</sup> Floor, Asom Paryatan Bhawan,  
A.K. Azad Road,  
Paltanbazar, Guwahati-781008**

**Sub: Bid for Development, Operation & Management of Majuli Cluster of Tourism Properties in Assam**

Dear Sir,

1. With reference to your RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Majuli cluster of properties .comprising the following units:
  - a) Prashanti Eco Tourism Resort, Majuli
2. The Bid is unconditional and unqualified.
3. All information provided in the Bid and in the Annexure is true and correct.
4. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project/s.
5. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/ We declare that:
  - I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
  - I/ We do not have any conflict of interest in accordance with Clause 3.1.4 of the RFP document;
  - I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 8 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
  - I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 7.1 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. 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 3.7 of the RFP document.
10. I/ We believe that we/ our Consortium/ satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid in accordance with the RFP document.
11. I/ We declare that we/ any Member of the Consortium are/is not a Member of a/ any other Consortium submitting a Bid for the Project.
12. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Members.
14. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/employees.
15. 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 guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/We hereby irrevocably waive any right 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 the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the 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 concerning or relating to the Bidding Process including the award of Operation.
19. The Annual Lease Rent has been quoted by me/we after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the Project and all the conditions that may affect the Bid.
20. I/We offer a Bid Security of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs only), to the Authority in accordance with the RFP Document. The Bid Security is in the form of a Demand Draft/ irrevocable and unconditional Bank Guarantee (strike out whichever is not applicable) is attached.
21. 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.

22. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
23. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Date:

Place:

*Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.*

**Annexure A2**

**Power of Attorney for signing of Bid  
(To be executed in Stamp paper and notarised by a designated Notary)**

(Refer Clause 4.3.2)

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/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the **“Development, Operation & Management of Majuli Cluster of Tourism Properties in Assam”** proposed or being developed by the Managing Director, ATDC ltd, (the “Authority”) including but not limited to signing and submission of all Bids, Bids and other documents and writings, participate in Bidders' 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 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 Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

For \_\_\_\_\_

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

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

[Notarised]



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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

**Annexure A3**  
(Refer Clause 4.3.2)

**Joint Bidding Agreement**

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ 2017

**BETWEEN**

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

**AND**

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

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

Assam Tourism Development Corporation under Department of Tourism, Government of Assam, represented by its Managing Director hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal dated \_\_\_\_\_ (the “**RFP**”) for prequalification, short-listing of bidders and selection of Developer for **Development, Operation & Management of Majuli Cluster of Tourism Properties in Assam** (the “**Project**”) through public private partnership.

The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

2.1. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into an Agreement with the Authority and for performing all its obligations as the Developer in terms of the Agreement for the Project

### **4. Role of the Parties**

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

4.1. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process;

4.2. Party of the Second Part shall be {the Technical/ Financial Member of the Consortium;}

### **5. Joint and Several Liability**

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

### **6. Shareholding in the SPV**

The Parties agree that the proportion of shareholding among the Parties

First Party:

Second Party:

### **7. Representation of the Parties**

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

7.1. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

7.2. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

a. require any consent or approval not already obtained;

b. violate any Applicable Law presently in effect and having applicability to it;

c. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

d. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;

or

e. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

f. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

g. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the 5<sup>th</sup> anniversary of the signing of agreement with the Authority, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of {India}. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER

(Signature)

(Name)

(Designation) (Address)

For and on behalf of: SECOND PART

(Signature)

(Name)

(Designation)

(Address)

**Annexure A4**  
(Refer Clause 4.3.2)

**Power of Attorney for Lead Member of Consortium**

Whereas the Managing Director, Assam Tourism Development Corporation, Government of Assam (“the Authority”) has invited applications from interested parties for the Development, Operation & Management of Majuli Cluster of Properties in Assam(the “Project”).

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

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2011

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

.....  
(Executants)

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

Witnesses:

- 1.
- 2.

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.*
- *Also, wherever required, the Applicant 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 Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**Annexure A5**  
(Refer Clause 4.3.2)

**Bank Guarantee for Bid Security**

*(The Bidder has to submit separate Bid Security for submitting more than one Bids)*

B.G. No. Dated:

In consideration of you, Managing Director, Assam Tourism Development Corporation, Government of Assam, having its office at Guwahati, (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 provision of the Companies Act, 1956] and having its registered office at \_\_\_\_\_ [and acting on behalf of its Consortium] (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 Development, Operation and Management of Majuli of Tourism Properties (hereinafter referred to as “**the Project**”) pursuant to the RFP Document dated \_\_\_\_\_ issued in respect of the Project and other related documents 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 Section 5 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. \_\_\_\_ Lakhs (Rupees \_\_\_\_ Lakhs only)** as Bid Security (hereinafter referred to as the “Bid Security”) 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.

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.

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. \_\_\_\_\_ Lakhs (Rupees \_\_\_\_\_ Lakhs only).

This Guarantee shall be irrevocable and unconditional and remain in full force for a period of 240 (Two Hundred Forty) 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.

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.

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.

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.

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.

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 that shall be deemed to have been duly authorised to receive the said notice of claim 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.



We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

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.

Signed and Delivered by \_\_\_\_\_ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

**Annexure A6**  
(Refer Clause 4.3.2)

**ANTI-COLLUSION CERTIFICATE**  
(On the letter head of the Bidder)

ANTI-COLLUSION CERTIFICATE

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

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

Date this .....Day of .....2011.

Name of the Bidder  
Signature of the Authorised Representative  
Name of the Authorised Representative

*Note: To be executed by the lead member, in case of a Consortium*

**Annexure A7**  
(Refer Clause 4.3.3)

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref.

Date:

**To,**  
**Managing Director**  
**Assam Tourism Development Corporation**  
**4<sup>th</sup> Floor, Asom Paryatan Bhawan,**  
**A.K. Azad Road,**  
**Paltanbazar, Guwahati-781008**

Dear Sir,

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

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

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFP. Further, the 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.....

*\* Please strike out whichever is not applicable.*

**Annexure A8**  
(Refer Clause 4.3.3)

S.N.	Particulars	Details
<b>1.</b>	<b>Basic Information of Organization</b>	
a)	Name of the Company/Firm	
b)	Status of the Project	Single Bidder/ Lead Consortium Member / Other Consortium Member <i>(Strike out whichever is not applicable)</i>
c)	Country of incorporation ( <i>attach incorporation certificate</i> )	
d)	Date of incorporation and / or commencement of business	
e)	Address of the corporate headquarters and its branch office(s), if any, in India	
f)	Ownership of the Organization (List of stakeholders/members who own 10% or more stocks & their interest in the company)	1. 2. 3.
g)	List of current directors	
h)	Other key management personnel	
2.	Brief description of the Company including details of its main lines of business.	
3.	Proposed role and responsibilities of the Company in this project.	
4.	Details of individual (s) who serve as the point of contact/communication within the Company. a) Name b) Designation c) Address d) Telephone Number e) E-Mail Address f) Fax Number	

**Note:**

- In case of a Consortium, the information above should be provided for all the members of the consortium in separate sheets.
- Please attach a copy of Certificate of Incorporation, Memorandum of Association, Articles of Association, Capability Profile, Company Brochure Copies of latest Income Tax return, Service Tax Registration No. issued by the competent authorities with details of PAN/TIN/ECC/CST etc of each individual Members

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company \_\_\_\_\_

Company seal

Date \_\_\_\_\_

## Annexure A9

### Details of Experience of the Bidder (Refer Clause 4.3.3)

<b>#Name of the Project :</b>	
<b>Name of Company/Firm:</b>	
<b>Location, Address, Contact Person &amp; Contact No.</b>	
<b>Type of Project:</b>	
<b>##Brief Description of Business Activity :</b>	
<b>Year of Commissioning:</b>	
<b>Developer / Operator/ (Tick either or both as the case may be)</b>	
<b>Project facilities :</b>	

# Use separate sheet for each project

## For hotel/resort mention no of keys, category etc

**Annexure A10**  
(Refer Clause 4.3.3)

**Financial Capacity Statement**

*All figures in INR millions*

<b>S.No.</b>	<b>Description</b>	<b>Year</b>	<b>Year</b>	<b>Year</b>
A.	Annual Turnover			
B	Net worth (as on 31 <sup>st</sup> March)			

This is to certify that ..... (name of the Entity) has a Average Annual turnover (as the case may be) as shown above.

Name of the Auditor :

Name of the Audit Firm :

(Signature of the Authorized Signatory)

Seal of the Audit Firm

---

Note:

- Details of Calculation of Annual Turnover along with Auditors Certificate (for each member in case of Consortium) shall be to be enclosed.
- Audited Balance sheets and Profit & Loss statements of the Applicant (of the each member, in case of a Consortium) shall be enclosed

**Annexure A11**  
(Refer Clause 4.3.3)

Brief on Project Concept, Investment Plan, Marketing Plan including proposed Capital Expenditure, Operation & Management and Maintenance Plan

Timeline for Implementation Period with details on investigation, design, renovation, redevelopment, augmentation, of the Property

*Note: Bidder is at liberty to use his own format for the write-up.*

## Annexure B1

*[On the Letter head of the Bidder (in case of Single Bidder)  
or Lead Member (in case of a Consortium)]*

Date:

**Managing Director  
Assam Tourism Development Corporation  
4<sup>th</sup> Floor, Asom Paryatan Bhawan,  
A.K. Azad Road,  
Paltanbazar, Guwahati-781008**

**Sub: Financial Bid for Development, Operation and Management of Majuli Cluster of Tourism Properties in Assam**

Sir,

1. Being duly authorised to represent and act on behalf of \_\_\_\_\_(name of the Bidder) and having reviewed and fully understood all the requirements of Bid submissions provided vide the RFP document dated \_\_\_\_\_ pertaining to **Development, Operation & Management of Majuli Cluster of Tourism Properties in Assam**, we hereby provide our financial bid.

Annual Lease Rent Offered over and above minimum lease rent of Rs.50000/- per month (Rs)	
Rs. (in figures)	

2. We are ready to enter into an Agreement with the Authority in the event of being the Selected Bidder.
3. In compliance to the requirement of Clause 6.5 of RFP document, we hereby accept and agree to pay to the Authority the Revenue Sharing and the Annual Lease rent during the Lease Period.
4. We also agree to furnish Performance Security as Demand Draft/Bankers Cheque in favour of the Authority as indicated in the RFP document.
5. Service Tax and any other Applicable taxes shall be payable by us
6. We understand that the development, operation, and management of the Project would be as per the specification mentioned in the Agreement, the RFP document and in line with Good Industry Practice.
7. The Authority reserves the right to charge liquidated damages from the Developer in case of non performance as laid out in Agreement
8. Until a formal Agreement is prepared and executed between us, this Bid, together with your LOI, shall constitute a binding contract between us.



9. We understand that you are not bound to accept the Highest or any Bid that you may receive.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our Bid is found to be non-responsive, will be sufficient for the Authority to reject our Bid and forfeit our bid security in full.

Yours faithfully,

---

(Signature of Authorised Signatory)  
(Name, Title, Address, Date)