



SARDAR SAROVAR NARMADA NIGAM LIMITED
(A GOVERNMENT OF GUJARAT UNDERTAKING)

Block No. 12, New Sachivalaya, Gandhinagar - 382 010, Gujarat, India

RFP:
VOLUME I

INSTRUCTIONS TO BIDDERS (ITB)
MAY, 2019

**OPERATIONS & MAINTENANCE OF SHRESTHA BHARAT
BHAWAN AT KEVADIA, NARMADA, GUJARAT**



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Schedule of Bidding Process:

Milestones	Dates
Downloading of Tender Documents from the website	06/05/2019
Last date for sending Queries	13/05/2019
Bid Submission Due Date (Technical & Financial Bid)	21/05/2019 upto 18.00 Hrs.
Physical submission of Tender fee, EMD & Technical bid	22/05/2019 upto 16.00 Hrs
Opening of Technical Bids	22/05/2019 from 16.30 Hrs. onwards
Presentation in front of Authority/ Committee	To be initiated in due course
Opening of Price Bids	To be initiated in due course
Letter of Award (LOA)	To be initiated in due course
Signing of Licence Agreement	Within 15 days of issuance of LOA

Disclaimer:

1. The information contained in this Request for Proposals document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially details regarding the project sites, 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.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
5. 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.
6. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP at anytime during the Bidding Process.
7. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Licensee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning

any reason whatsoever. Mere submission of a responsive Bid does not ensure selection of the bidder as Licensee.

8. 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.

Definitions:

“**Additional Annual Premium**” means the amount quoted by Bidders and offered to Authority on annual basis over and above the Reserve Annual Premium

“**Affiliate**” means with respect to a specified Person, any Person which is a holding company or subsidiary of such specified Person, or any Person which directly or indirectly, (a) owns or controls such specified Person, (b) is owned or controlled by such specified Person, or (c) is owned or controlled by the same Person, who, directly or indirectly, owns or controls such specified Person.

“**Authority**” or “**Licensor**” or “**SSNNL**” shall mean **Sardar Sarovar Narmada Nigam Limited**.

“**Bid**” or “**Proposal**” shall mean the Bid submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any.

“**Bidder**” shall mean who has responded to the RFP and submitted its Bid in response to the RFP.

“**Bidding Documents**” shall mean all RFP and other documents (including but not limited to the RFP and Draft Licence agreement) being provided by the Authority along with the modifications, alterations, amendments from time to time.

“**Bid Due Date**” shall mean the last date for submission of Bids

“**Bidding Process**” shall mean the entire process commencing from the uploading of the tender documents, pre-bid meeting, technical and financial bid submission, evaluation and the award of the work (unless the authority decides to terminate the bidding process at any point of time before its successful completion)

“**Bid Security**” as defined in this RFP, that needs to be submitted in the form of an unconditional, irrevocable Bank Guarantee or Demand Draft.

“**License Agreement**” means the document which sets forth the detailed terms and conditions for the License to the Licensee, including the scope of the Licensee’s services and obligations

“**Licensee**” means the Selected Bidder or the tenderer who has offered **Highest Total Annual Premium** and who has been awarded a License on the Authority’s decision and has signed the License Agreement.

“**License Period**” is a period of 20 years (twenty) from the date of Signing of Agreement. It is further clarified that if the Authority is satisfied with the performance of the Licensee during the License Period, it may by order, extend the License Period for a further period of 15 years, on such terms and conditions as may be mutually agreed upon.

“**Commercial Operation Date**” means the date on which the Commercial Operations of the Project Facilities gets commenced by the Licensee.

“**Estimated Project Cost**” is the project cost estimated for developing the facilities defined under the Minimum Development Obligations / Essential Facilities and is estimated to be in the range of **Rs. 2.00 - 3.00 cr.**

“**Government**” unless otherwise mentioned shall mean the Government of Gujarat.

“**Highest Bidder**” shall mean the Bidder who is offering the highest Total Annual Premium (Reserve Annual Premium + Additional Annual Premium) in the first year of Commercial Operation.

“**Letter of Award**” or “**LOA**” shall mean the letter issued to the Preferred Bidder by SSNNL.

“**Lock in Period**” means a period of at least 5 (five) years from the Commercial Operation Date wherein the Licensee shall compulsorily hold a minimum 51% (fifty one percent) of the paid-up equity share capital.

“**Member**” unless otherwise mentioned shall mean Member of the Consortium.

“**Project Information Memorandum**” or “**PIM**” means the brief Site & Project details prepared by the Authority which may be referred by the Bidder in conjunction of the Bidding Documents as well as his own discretion and verification of details on site.

“**PPP**” means Public Private Partnership.

“**Preferred Bidder**” or “**Selected Bidder**” shall mean the Bidder, shortlisted as per criteria mentioned at clause 3.3.2 and who has offered **Highest Total Annual Premium**.

“**Premium**” means the Total Annual Premium which is Reserve Annual Premium + Additional Annual Premium, paid to the Authority by the Licensee

“**Special Project Company**” means a limited company to be incorporated by the Successful Bidder under the Companies Act, 2013

“**Project**” shall mean **Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat** through PPP.

“**Re**” or “**Rs**” of “**INR**” shall mean Indian Rupees.

“**Reserve Annual Premium**” shall mean the minimum annual premium that the Bidder shall have to pay for the said project. The Reserve Annual Premium as fixed by SSNNL is **Rs. 60,00,000 (Rupees Sixty lakhs only) plus taxes**.

“**Tie Bidders**” shall mean the bidders (two or more) who quote the same amount of Additional Annual Premium.

“**Total Annual Premium**” shall mean Reserve Annual Premium + Additional Annual Premium + applicable taxes that shall be paid by the Bidder to the Authority.

Interpretation:

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
2. Reference to any gender includes the other genders;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
6. Any reference to a person shall include such person's successors and permitted assigns;
7. A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of the RFP documents, provisions of the License Agreement shall prevail over and supersede the provisions of other documents;
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement; and
13. All capitalized words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the License Agreement.

1. INTRODUCTION

1.1 Background

- 1.1.1 The Sardar Sarovar Narmada Nigam Limited (the “**Authority**” or “**SSNNL**”) is a 100 (one hundred) percent subsidiary of Government of Gujarat. SSNNL was responsible for implementing the Sardar Sarovar Project, one of the largest water resources project of India covering four major states - Maharashtra, Madhya Pradesh, Gujarat and Rajasthan.
- 1.1.2 The Sardar Sarovar Project is a lifeline of Gujarat and hence it was the cherished desire of Government and people of Gujarat to erect a monument at this sacred spot in memory of one of Independent India’s tallest leaders Sardar Vallabhbhai Patel. Government of Gujarat, created a special purpose vehicle i.e. Sardar Vallabhbhai Patel Rastriya Ekta Trust (SVPRET) for implementing the Project. The Statue of Unity Project, includes the iconic 182 meter tall Statue of Sardar Vallabhbhai Patel, a museum and other ancillary facilities on Sadhu Hill, 3 Kms downstream of the Sardar Sarovar Dam.
- 1.1.3 Kevadia, with the Sardar Sarovar Dam and the Statue of Unity is gradually becoming a global tourist hub. Looking at the increasing tourist footfalls, along with a plethora of other attractions being developed for the tourists, it is intended to provide tourists with a host of stay options near the Statue of Unity. As part of this endeavour, the Authority has decided to undertake selection of an Agency for Operations & Maintenance of **Shrestha Bharat Bhawan (SBB)**, Narmada, Gujarat on Operation and Maintenance (O&M) basis, and has, therefore, decided to carry out the bidding process for selection of the Bidder to whom the work may be awarded.

SSNNL invites sealed Bids comprising of Technical and Price Bids (**price bid to be submitted on-line only**) from interested Bidders for Operation and Maintenance (providing equipment, furnishing and fixture, wherever required) of **Shrestha Bharat Bhawan at Kevadia**.

Bid Summary: Brief particulars of the Project are as follows:

S. No.	Key Information	Details
1.	Project Title	Operation & Maintenance of Shrestha Bharat Bhawan , Kevadia, Narmada, Gujarat
2.	Location	Shrestha Bharat Bhawan: 52 rooms, Service Area and Parking spread over an area of about 30,000 sq. m.
3.	Grantor of Authorization	Sardar Sarovar Narmada Nigam Limited (SSNNL)

S. No.	Key Information	Details
4.	Minimum Development Obligations / Essential Facilities	<ol style="list-style-type: none"> 1. The Selected Bidder / Agency will be required to upgrade the SBB to the standards similar / equivalent to 3 stars or above category hotel. <ul style="list-style-type: none"> • MEP, Interiors, Furniture Details for Shrestha Bharat Bhawan are enclosed at Annexure 19. 2. The Selected Bidder / Agency shall market SBB and provide all related services to the guests equivalent / similar to the standards of 3 stars or above category. <ul style="list-style-type: none"> • Bidder are advised to conduct a site visit and have a first-hand idea on the additional infrastructure / investment that would be required at SBB to upgrade them equivalent / similar to the standards of 3-star or above category. 3. Management, Operation and Maintenance of the Hotel as per prudent market norms equivalent / similar to the standards of 3 star or above category. <ul style="list-style-type: none"> • It will include all Front office management, room services, Housekeeping, Repair & maintenance services, food and beverage services, banquet and related services. It may also include transport and logistics required, travel desks, any health club / spa services if required. 4. The Selected Bidder / Operator will be entitled to fix the prices/tariff of these services and change the rates thereof whenever it deems it. 5. The brand being brought by the selected bidder shall have to be in place for at least 10 years from Commercial Operation Date. Any changes in the same can only be allowed, for a comparable brand, under rare circumstances, with prior due approval of MD, SSNNL. Any such change of brand, if required, shall have to be by a brand qualifying as per Operation & Maintenance Experience criteria as given in this RFP. 6. Licensee shall be required to clearly provide, in its Bid, a letter clearly indicting the brands willingness (commitment letter) to setup at SBB.

S. No.	Key Information	Details
		Alternatively, the bidder is free to provide name of upto 5 such brands that it will able to bring in. If the bidder happens to be the Selected Bidder, he will be required to submit a commitment letter from any of the 5 brands as given in its bid, before signing of the Agreement. After issuance of the LoA, the Agreement needs to be signed on or before 15 days from issuance of LoA.
5.	Optional Facilities	<ul style="list-style-type: none"> • Any other development with the approval of SSNNL.
6.	Special Conditions	<ul style="list-style-type: none"> • The land / building shall not be used for purposes other than the Project. The land / building should be only used for the intended use of Hotel, restaurants/cafeteria, Banqueting, uses incidental to functioning of facility, parking etc. and not for any other purposes. • SSNNL will facilitate / provide the following: <ul style="list-style-type: none"> ○ An area of about 1000 sq m around the SBB site for facilities like Driver's room, staff change room / wash room / rest room etc. The Selected Bidder / Licensee shall be allowed to create infrastructure, at its own cost, of temporary nature only, after due approvals of the same from SSNNL. ○ 10 One-Bed Room Apartments and 4 Two-Bed Room Apartments at reasonable rent at Kevadiya, in closed proximity to SBB. ○ Facilitate and extend all possible non-financial support in this regard. <p>The area and apartments shall be provided for a period co-terminus with the License Period.</p>
7.	Estimated Cost towards upgradation / renovation / improvement	<p>In the range of Rs. 2.00 - 3.00 cr.</p> <ul style="list-style-type: none"> • It is clarified that the investment, as envisaged in the RFP is only a broad estimate. • Bidders are not bound to make an investment as indicated above. Preferred Bidder, is free to make an investment, lesser or more, for upgradation of the property to suit the requirement of RFP and operate the property as per desired standards.

S. No.	Key Information	Details						
8.	Institutional Structure for Implementation	Special Purpose Company (SPC) in the form of a limited company to be incorporated by the successful Bidder under the Companies Act, 2013, in case selected bidder happens to be a JV / Consortium.						
9.	License Format	Upgrade / Improve, Operate, Maintain and Transfer.						
10.	Renovation / Improvement Period for upgradation of services	3 months. The above stated time lines shall become applicable from the date of signing of Agreement. Selected Bidder will be required to start commercial operations of Shrestha Bharat Bhawan on or before 1st September 2019 . All required work shall have to be completed before that.						
11.	License / Lease period	20 (Twenty) years from the Agreement Signing Date, unless terminated earlier. It is further clarified that if the Authority is satisfied with the performance of the Licensee during the License Period, it may by order, extend the License Period for a further period of 15 years , on such terms and conditions as may be mutually agreed upon.						
12.	Bid Submissions	<ul style="list-style-type: none"> Outer Envelope <table border="1" data-bbox="699 1400 1337 1624"> <tr> <td>a) Envelope I</td> <td>:</td> <td>PQ Bid along with RFP Fee and Bid Security</td> </tr> <tr> <td>b) Envelope II</td> <td>:</td> <td>Technical Bid (in the form of Presentation)</td> </tr> </table> Price bid to be submitted online through n-procure only 	a) Envelope I	:	PQ Bid along with RFP Fee and Bid Security	b) Envelope II	:	Technical Bid (in the form of Presentation)
a) Envelope I	:	PQ Bid along with RFP Fee and Bid Security						
b) Envelope II	:	Technical Bid (in the form of Presentation)						
13.	Bid Security	A Bidder is required to deposit, along with its Bid, a bid security of Rs. 8.00 lakhs (Rupees Eight lakhs only) (the " Bid Security "). The Bidders will have an option to provide the Bid Security in the form of a Demand Draft or an unconditional, irrevocable bank guarantee, from a bank acceptable to the						

S. No.	Key Information	Details
		<p>Authority in favour of Executive Engineer (Tourism Division), SSNNL, Kevadia Colony, Kevadia payable at any Scheduled Bank having its Branch at Kevadia / Vadodara as per the format at Annexure 8 of this RFP, which can be invoked at any of the bank's branch located at Gandhinagar. The validity period of the Bid Security, in case of Demand Draft, shall not be less than 90 (ninety) days from the Bid Due Date (which shall be extended on mutual agreement) and in case of a Bank Guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. An additional Demand Draft of Rs. 2,360 (Rupees two thousand three hundred and sixty only) will have to be provided towards non-refundable RFP Fee in favour of Executive Engineer (Tourism Division), SSNNL, Kevadia Colony, Kevadia payable at any Scheduled Bank having its Branch at Kevadia / Vadodara.</p>
14.	Eligibility Criteria for the bidder	<p>Financial Criteria: The Bidder should have:</p> <ul style="list-style-type: none"> • Minimum Average Annual Turnover of Rs. 25.00 cr. (Rupees twenty five crores only) in three past consecutive financial years (2015-16, 2016-17 and 2017-18) as per the Audited Balance Sheet; <p>AND</p> <ul style="list-style-type: none"> • Minimum Net-worth of Rs. 10.00 cr. (Rupees ten crores only) {(Subscribed and Paid up Equity Share Capital + Free Reserves) - (Revaluation Reserves + miscellaneous expenditure not written off + accrued liabilities)} as on 31st March, 2018, as per the Audited Balance Sheet. <p>Technical Experience Criteria: A. Development Experience</p>

S. No.	Key Information	Details
		<p>The Bidder shall have developed/constructed a hotel of 3 (three) star or above category having a minimum of 50 (fifty) rooms (in a single facility) in India and / or abroad.</p> <p>B. Operation & Maintenance Experience</p> <p>The preferred Bidder/Licensee shall have operating and managing experience of a hotel having facilities similar / equivalent to a 3 (three) star or above category having a minimum of 50 (fifty) rooms (in a single facility in India and / or abroad (One Project must be currently in operations).</p> <p>Bidder is required to submit the Agreement of the same.</p> <p>The specific brand Hotel as submitted by bidder towards experience shall have at least 25 operational branches having facilities equivalent to 3 (three) star or above category of the same Brand / Hotel Group / same Holding Company in India and/or Abroad, as on December 31, 2018</p> <p>After detailed evaluation of above details, SSNNL shall shortlist the bidders fulfilling all the above Eligibility Criteria (Financial Criteria and Technical Experience Criteria). Such shortlisted bidders, as per criteria mentioned under clause 3.3.2 shall only be eligible for Price Bid opening stage.</p>
15.	Payments to be made by the Preferred Bidder	<p>a) Total Annual Premium: The minimum 'Reserve Annual Premium' of Rs. 60,00,000 (Rupees Sixty Lakhs only) plus GST plus 'Additional Annual Premium' as quoted by the Bidder. Total Annual Premium shall be payable as under:</p> <ul style="list-style-type: none"> • From Commercial Operation date till its 3rd anniversary, the Total Annual Premium will be paid in advance in 4 equal Quarterly instalments. • From 4th year onwards, the Total Annual Premium will be paid in advance on annual basis throughout the remaining License Period.

S. No.	Key Information	Details
		<p>The Total Annual Premium shall be escalated by 12% (twelve percent) every 3 (three) years on compounding basis from Commercial Operation Date. Taxes as applicable (including GST) shall also be payable by the Preferred Bidder.</p> <p>b) Success Fee: The Preferred Bidder shall pay an amount equivalent to Rs. 6.00 lakhs by way of a bank draft drawn on any nationalized or scheduled bank in India in favour of 'Gujarat Tourism Opportunity Limited' and payable at Gandhinagar, Gujarat. Taxes as applicable shall also be payable by the Preferred Bidder.</p> <p>c) Annual Land Lease Rentals: The Preferred Bidder shall, effective from the date of signing of Land Lease Agreement (Lease Deed) and during the License Period, shall pay Annual Land Lease Rentals to SSNNL. The Annual Land Lease Rentals for the project site is Re. 1.00 (Rupee One only) per sq. m. Taxes as applicable shall also be payable by the Preferred Bidder.</p> <p>d) Other statutory payments in accordance with the law: The Preferred Bidder shall pay GST, service charges and other statutory levies and any other charges, cess, duties as leviable under any applicable law.</p>
16.	Price Bid	<p>Total Annual Premium: The Reserve Annual Premium as fixed by SSNNL is Rs. 60,00,000 (Rupees sixty lakhs only) plus taxes. The Bidder shall quote 'Additional Annual Premium' over and above the Reserve Annual Premium.</p>
17.	Selection Parameter	<p>Maximum 'Total Annual Premium' (Reserve Annual Premium + Additional Annual Premium).</p>
18.	Technical Specifications	<p>As per applicable Bureau of Indian Standards Codes and other Indian & International Standards and practices.</p>
19.	Bid Validity	<p>180 (one hundred and eighty) days from the Bid Due Date.</p>

S. No.	Key Information	Details
20.	Signing of License Agreement	<p>The Preferred Bidder would be issued a letter of award (LOA), inviting to sign the License Agreement on fulfilling conditions precedent.</p> <p>The Preferred Bidder shall return a duplicate copy of the LOA as issued by SSNNL, duly signed by an authorized signatory within 7 (seven) days from the date of issue of the LOA.</p> <p>Within 15 (fifteen) days from the date of issue of the LOA, the Preferred Bidder shall sign the License Agreement with SSNNL provided that the payments including Improvement / upgradation Performance Security and Success Fee as defined earlier have been submitted by the Preferred Bidder. The period of 15 (fifteen) days has been provided to the Preferred Bidder so that it can incorporate the SPC as per the terms of the RFP document and does such other acts as are required prior to the signing of License Agreement.</p>
21.	Responsibilities of the Successful / Preferred Bidder	<ol style="list-style-type: none"> i. Submit detailed specifications, fixtures and furniture that the Preferred Bidder will provide at SBB. ii. Procure required clearances for taking up upgradation. iii. Achieve Financial Closure for the Project including mobilizing of debt and equity, if required. iv. Develop and implement all the common infrastructure and facilities earmarked for the Project, if required. v. Maintain and improve the Project facilities over time to provide the desired levels of service to the users. vi. Fulfil all other terms & conditions set forth in Bidding Documents during the License Period.
22.	Improvement / Upgradation Performance Security	<p>The Preferred Bidder shall within 15 (fifteen) days from the date of LOA (before the signing of License Agreement) provide an Improvement / Upgradation Performance Security of Rs. 15,00,000 (Rupees fifteen lakhs only) to SSNNL as per the Draft License Agreement. The same shall be</p>

S. No.	Key Information	Details
		returned after submission of O&M Performance Security as given below.
23.	Operation & Maintenance (O&M) Performance Security	The Licensee shall for due and punctual performance of obligations during the Operations Period under the License Agreement, furnish an irrevocable and unconditional bank guarantee (as per format placed at Draft License Agreement) from nationalized/scheduled bank acceptable to the Authority, having a branch at Gandhinagar, Gujarat, for an amount of Rs. 30,00,000 (Rupees thirty lakhs only) . The amount for the Bank Guarantee shall be escalated by 12% (twelve percent) on compounding basis every 3 (three) years.

- 1.1.4 The SPC incorporated by the Selected Bidder (the “**Licensee**”), shall be responsible for designing, engineering, financing, procurement, construction, operation, maintenance & transferring of the Project under and in accordance with the provisions of a long-term License agreement (the “**License Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.5 The scope of work will broadly include the planning, designing, marketing, managing, operating, maintaining and transferring the proposed facilities in accordance with the terms of the License Agreement.
- 1.1.6 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders. It is clarified that the investment, as envisaged in the RFP is only a broad estimate. Bidders are not bound to make an investment as indicated above. Preferred Bidder, is free to make an investment, lesser or more, for upgradation of the property to suit the requirement of RFP and operate the property as per desired standards.
- 1.1.7 The License Agreement sets forth the detailed terms and conditions for the License to the Licensee, including the scope of the Licensee’s services and obligations (the “**License**”).
- 1.1.8 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Licensee set forth in the License Agreement or the Authority’s rights

to amend, alter, change, supplement or clarify the scope of work, the License to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.9 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.2 for submission of Bids (the "**Bid Due Date**").
- 1.1.10 "**Bid**" or "**Proposal**" shall mean the Bid submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any.
- 1.1.11 **Technical bid** - Bidders shall submit their bids in **TWO SEPARATE PARTS** in sealed envelopes super-scribed with due date, time, project and nature of bid. Bidder has to submit hard/soft/spiral bound document duly numbered. Loose documents shall be rejected.

Part-I:

PQ Bid along with Bid Security and RFP Fee (in a separate sealed envelope) superscripted with the RFP Document number. Please enclose the following drawn in favour of **Executive Engineer (Tourism Division), SSNNL, Kevadia Colony, Kevadia** payable at any Scheduled Bank having its Branch at Kevadia / Vadodara.

- Bid Security of **Rs. 8,00,000 (Rupees Eight Lakhs Only)** and
- Non-refundable RFP Fee of **Rs. 2,360/- (Rupees Two Thousand Three Hundred and Sixty Only)** in form of demand draft.

PQ Bid comprising of information to be provided by the Bidders on their technical capacity and financial capacity for undertaking the Project as per the terms of RFP. Based on the evaluation of this stage, only those Bids that meet the technical capacity and financial capacity as set out in this RFP for the Project would be shortlisted / qualified and their Technical Bids would be evaluated.

PART-II: Original and one copy of TECHNICAL BID complete with all technical and other relevant details. Original printed document shall be considered as authentic.

Price Bid of upto **3 top Bidders, provided they score a minimum 70 marks in the technical evaluation**, shortlisted after technical evaluation would be opened for identification and selection of the Bidder.

Note: Filling up of any information of the Price Bid in Part II will render the Bidder disqualified. The envelopes containing Part-I and Part-II as given above should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed.

- 1.1.12 **Financial Bid** - Bidder shall submit the FINANCIAL BID online through www.nprocure.com only.

Bidders who wish to participate in online tender will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solution-a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n)Procure Support team at the address mentioned below:-

(n)Code Solutions- A Division of GNFC Ltd.,

(n)Procure Cell 403, GNFC Infotower, S. G. Road, Bodakdev,
Ahmedabad - 3800 54 (Gujarat)

Contact Details:

Phone:+91-79-40007501, 40007512, 40007516, 40007525, 30181689, 26854511, 26854512,
26854513 (EXT: 501, 512, 516, 525)

Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 525)

Bidders shall submit their financial offer in the electronic format through n-procure only. Submission of financial offers with the technical proposal shall lead to disqualification of the bidder in this RFP.

Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the Bid, even if any deviation or exclusion may be specifically stated in the Bid. Such price changes shall render the Bid liable for rejection.

As per the evaluation of the Price Bids, the Bidder, who quotes the highest Additional Annual Premium consequently amounting to highest Total Annual Premium, will be the "**Preferred Bidder**". For clarification, the arithmetic sum of Reserve Annual Premium and the offered Additional Annual Premium shall be the criteria for determining H1

- 1.1.13 The Bid shall be valid for a period of not less than **180 (one hundred and eighty) days** from the Bid Due Date.

- 1.1.14 The RFP Documents include the draft License Agreement for the Project which is enclosed. Subject to the provisions of Clause 2.9.2, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the RFP Documents.
- 1.1.15 “**Bidder**” shall mean who has responded to the RFP and submitted its Bid in response to the RFP.
- 1.1.16 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 8.00 lakhs (Rupees Eight Lakhs Only) (the “**Bid Security**”), refundable not later than 60 (sixty) days from the date of signing of the License Agreement with the Preferred Bidder, except in the case of the Preferred Bidder whose Bid Security shall be retained till it has provided an Improvement / upgradation Performance Security under the License Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 90 (ninety) days (further extendable on mutual agreement) from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. An additional demand draft of **Rs. 2,360 (Rupees Two thousand three hundred and sixty only)** will have to be provided towards RFP Fee, in favour of **Executive Engineer (Tourism Division), SSNNL, Kevadia Colony, Kevadia** payable at any Scheduled Bank having its Branch at Kevadia / Vadodara.
- 1.1.17 During the bid stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the License including implementation of the Project.
- 1.1.18 Bids are invited for the Project in the form of Total Annual Premium which is Reserve Annual Premium + Additional Annual Premium, paid to the Authority (the “**Premium**”).
- a. **Reserve Annual Premium:** The Reserve Annual Premium as fixed by SSNNL is **Rs. 60,00,000 (Rupees sixty lakhs only)** plus taxes.
- Additional Annual Premium:** Amount quoted by Bidders and offered to Authority on annual basis over and above the Reserve Annual Premium.
- b. In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Total Annual Premium (Reserve Annual Premium + Additional Annual Premium) in the first year of Commercial Operation. The License Period and other terms are pre-determined, as indicated in the draft License Agreement, and the Total Annual Premium shall constitute the sole criteria for evaluation of Bids.

Subject to the provisions of Clause 2.9.4, the Project will be awarded to the Highest Bidder.

- c. **Total Annual Premium** shall be payable on annual basis throughout the License Period and shall be escalated by **12% (twelve percent) every 3 (three) years on compounding basis**. Taxes as applicable shall also be payable by the Preferred Bidder.
- 1.1.19 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.5.3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.1.20 The Licensee shall, in consideration of its investment and services, be entitled to demand, charge, collect, retain and appropriate and revise tariff as per market driven rates.
- 1.1.21 Details of the process to be followed at the bid stage and the terms thereof are spelt out in this RFP.
- 1.1.22 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/courier and by e-mail so as to reach the officer designated in Clause 2.18.5 by the specified date. The envelopes/communication shall clearly bear the following identification/title:

“Queries / Request for Additional Information: RFP for Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat”.

1.2 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Milestones	Dates
Downloading of Tender Documents from the website	06/05/2019
Last date for sending Queries	13/05/2019
Bid Submission Due Date (Technical & Financial Bid)	21/05/2019 upto 18.00 Hrs.
Physical submission of Tender fee, EMD & Technical bid	22/05/2019 upto 16.00 Hrs
Opening of Technical Bids	22/05/2019 from 16.30 Hrs. onwards

Presentation in front of Authority/ Committee	To be initiated in due course
Opening of Price Bids	To be initiated in due course
Letter of Award (LOA)	To be initiated in due course
Signing of Licence Agreement	Within 15 days of issuance of LOA

1.3 Clarifications / Suggestions on the RFP

- 1.3.1 The prospective Bidders are 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.
- 1.3.2 The Bidders should submit the queries in writing or by fax or e-mail and the same should reach to SSNNL on or before **13th May 2019** with a soft copy of the same to SSNNL by e-mail.
- 1.3.3 Corrigendum / Addenda, if any, will be uploaded in the SSNNL / nprocure website, which will subsequently form an addendum to this RFP, as required. The Bidders are requested to visit the website from time to time.

2. INSTRUCTIONS TO BIDDERS

2.1 General Eligibility

2.1.1 This invitation of Bid is open to all interested Bidders, who may either be a single entity or consortium coming together to implement the Project.

2.1.2 All the Bidders, who have downloaded this RFP document will be considered, subject to their meeting the specific criteria set forth in the RFP.

2.1.3 Bids submitted by a consortium of upto maximum **two members** (more than two members including the Lead Member is not permitted) shall comply with the following requirements:

- i. Consortium agreement duly signed by all the members of the consortium shall be submitted along with the Bid. The members of the consortium shall nominate one of the members of the consortium thereof as the Lead Member (subject to fulfilling the conditions stipulated in the RFP).
- ii. The consortium agreement shall clearly state the roles & responsibilities, proposed to be shared, among the members of consortium during Project execution and implementation.
- iii. The Lead Member shall be authorized by all members of the consortium to act for and on behalf of the consortium including interacting with SSNNL, receive instructions and furnishing Bid Security etc.
- iv. The Lead Member and other consortium members shall be jointly and severally liable for the implementation of the Project in accordance with the terms of the draft License Agreement and a statement to this effect shall be included in the License Agreement.
- v. All the information as per the requirements of the RFP shall be provided to the Lead Member of the consortium.
- vi. The Bid shall be legally binding on all the members of the consortium.
- vii. No member of the consortium shall be changed after submission of the Bids and before termination of the License Agreement or expiry of the License Period. Bids would be evaluated based on the details and data furnished. SSNNL decision regarding a Bidder's eligibility or otherwise shall be final and binding.

2.1.4 The Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to SSNNL and, if required, SSNNL may request the Bidders for the same till signing of the License Agreement.

A Bidder may be disqualified if it is determined by SSNNL, at any stage of the bidding process that the Bidder fails to continue to satisfy the eligibility criteria and technical criteria as set out in Clauses 2.3 and 2.4 respectively of this RFP. Supplementary information or documentation regarding the criteria may be sought from the Bidders at any time and the same shall be so provided within the time frame stipulated by SSNNL.

2.2 Minimum Equity Commitment

2.2.1 The Preferred Bidder shall be required to incorporate a Special Purpose Company (SPC) under the Companies Act, 2013 prior to signing of License Agreement. The Preferred Bidder would be required to hold 100% of the paid-up equity share capital of the Licensee during the construction period for the Project. In case of consortium, the Lead Member shall hold at least 51% of paid-up equity share capital of Licensee, at all times during the period of construction of the Project.

2.2.2 The Preferred Bidder shall hold minimum 51% (fifty one percent) of the paid-up equity share capital of the Licensee at all times for a period of at least 5 (five) years from the Commercial Operation Date ("**Lock-in Period**"). In case of Preferred Bidder being a Consortium, the Lead Member shall hold at least 26% (twenty six percent) of the paid-up equity share capital of the Licensee for Lock in Period and each other constituent member of the Consortium, shall also hold at least 10% (ten percent) of the paid-up equity share capital of the Licensee for Lock in Period. No change in composition of the Preferred Bidder shall be made during the period of construction of the Project and the Lock in Period. Any transfer of such share capital after the Lock-in Period shall require the prior written approval of SSNNL, which shall not be unreasonably denied.

2.3 Pre-Qualification Criteria & Proposal

2.3.1 To be eligible for pre-qualification and short-listing for evaluation of Technical and Price Bid, a Bidder shall fulfil the following conditions of eligibility:

Financial Eligibility Criteria: The Bidder should have,

a) Minimum Average Annual Turnover of **Rs. 25.00 cr. (Rupees twenty five crores only)** in three past consecutive financial years (2015-16, 2016-17 and 2017-18) as per the audited balance sheet.

AND

b) Minimum Net-worth of **Rs. 10.00 cr. (Rupees ten crores only)** {(Subscribed and Paid up Equity Share Capital + Free Reserves) – (Revaluation Reserves + miscellaneous expenditure not written off + accrued liabilities)} as on 31st March, 2018 as per the audited balance sheet.

Technical Experience Criteria:

A. Development Experience

The Bidder shall have developed/constructed a hotel of 3 (three) star or above category having a minimum of 50 (fifty) rooms (in a single facility) in India and / or abroad.

B. Operation & Maintenance Experience

The preferred Bidder/Licensee shall have operating and managing experience of a hotel of 3 (three) star or above category having a minimum of 50 (fifty) rooms (in a single facility) continuously for a minimum period of **3 (three)** years

in **last 5 (five) years** in India and / or abroad (One Project must be currently in operations).

Bidder will be required to submit the Agreement of the same.

The specific brand Hotel as submitted by bidder towards experience shall have at least 25 operational branches having facilities equivalent / similar to the standards of 3 star or above category of the same Brand / Hotel Group / same Holding Company in India and / or Abroad, as on December 31, 2018.

2.4 Technical Proposal

2.4.1 The Technical Proposal, submitted as part of the Bid, would be a presentation of various activities the Bidders would be proposing to undertake the aforesaid assignment of Upgradation, Operation & Maintenance of SBB at Kevadia. Information to be furnished in the Technical Proposal would include the following:

- a) **Overall Planning pertaining to repairing and upgrading the property as per desired standards:** It is the intention of SSNNL to develop the property alongwith the support facilities incidental to the use of the Project in the Project area so as to cater to the demand of Tourism Industry as per desired level of service. Keeping this objective in view, a Project Plan with an optimised disposition of project facilities / products is recommended.
- b) **Product Term Sheet specifying complete product specifications**
- c) **Operation & Maintenance Plan**
- d) **Broad Environmental Management Plan**
- e) **Credentials of Project team**
- f) **Any other relevant details**

2.4.2 The Bidder would be required to submit the presentation along with the bid and the same shall be evaluated as per clause 3.

2.5 Qualification through Affiliates

2.5.1 The Bidding Company (in case of a single Bidder)/consortium member can draw upon the technical experience and financial capability of one of its Affiliates, for meeting technical criteria and / or financial criteria. In either case, the ownership relation between the Bidder and the Affiliate(s) must be explained.

2.5.2 For purposes hereof, "**Affiliate**" means with respect to a specified Person, any Person which is a holding company or subsidiary of such specified Person, or any Person which directly or indirectly, (a) owns or controls such specified Person, (b) is owned or controlled by such specified Person, or (c) is owned or controlled by the same Person, who, directly or indirectly, owns or controls such specified Person. For the purposes of this RFP, the terms "holding company" and "subsidiary" shall have the

meaning ascribed to them under Section 4 of the Companies Act, 1956 and the term "control" shall mean:

- (a) control over the composition of majority of board of directors of a company; or
- (b) control of more than 50% (fifty percent) of the voting shares of such Person; and
- (c) with respect to a Person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

2.5.3 Where an individual entity or the consortium has drawn upon the technical/ financial capabilities of its Affiliate to meet the technical/financial requirements as set out in Clauses 2.3 and 2.4 of this RFP, the individual bidding company or the member of consortium shall continue to be an Affiliate of the technically evaluated and/or financially evaluated entity till the expiry of the License Period or termination of the License Agreement, whichever is prior. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.6 Special Conditions for a Consortium

2.6.1 For evaluation of financial capability, the following conditions shall additionally apply:

- i. The maximum number of members in the consortium shall be **2 (two)** including the Lead Member.
- ii. The Lead Member shall fulfil the financial criteria of both Minimum Annual Turnover and Net worth.
- iii. During the Project Implementation (Improvement / Upgradation / Repair), (a) the consortium shall hold 100% and (b) the Lead Member shall hold atleast 51%, of the paid up equity share capital of the Licensee.
- iv. After the Commercial Operation Date, the consortium as a whole shall hold a minimum equity participation of 51% (fifty one percent) in the Licensee at all times during the Lock in Period.
- v. Minimum equity commitment shall be as per the Clause 2.2.

2.6.2 For evaluation of technical experience criteria as stipulated in Clauses above, only such projects would be considered for evaluation, which have been developed/operated by any one constituent member of the consortium either on its own or as a Lead Member of a consortium.

2.7 Special Condition for a Sole bidder

2.7.1 In case of Sole Bidder, it shall be required to commit to hold a minimum equity participation of (a) 100% in the Licensee during the construction of the Project; and (b) atleast 51% in the Licensee at all times during Lock in Period. However for any change in the composition of the Licensee, a prior approval of SSNNL has to be taken.

2.8 Non-Compliance with RFP

SSNNL reserves the right to terminate a Bidder's participation in the Bidding Process at any time, should SSNNL consider that a Bidder has, without the prior consent, failed to comply with the procedures and requirements prescribed in the RFP.

A. GENERAL

2.9 General terms of Bidding

2.9.1 No Bidder shall submit more than one Bid for the Project. 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 Consortium, as the case may be.

2.9.2 The details regarding SBB 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 of the Project before submitting their Bids. Nothing contained in the details 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 such details.

2.9.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder to the extent not inconsistent with the terms of the License Agreement, shall continue to have effect in addition to its obligations under the License Agreement.

2.9.4 The Price Bid shall consist of Additional Annual Premium to be quoted by the Bidder as per the terms and conditions of this RFP and the provisions of the License Agreement.

2.9.5 The Bidder shall deposit a Bid Security of **Rs. 8,00,000 (Rupees eight lakhs only)** in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at **Annexure 8**.

2.9.6 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. Where a Demand Draft is provided, its validity shall not be less than 90 (ninety) days (that shall be further extended on mutual agreement) from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the of signing of the License Agreement with the Selected Bidder except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the License Agreement.

- 2.9.7 The Bidder should submit a power of attorney as per the format at **Annexure 5**, authorising the signatory of the Bid to commit the Bidder.
- 2.9.8 In case the Bidder is a consortium, the members thereof should furnish a power of attorney in favour of the Lead Member in the format at **Annexure 6**.
- 2.9.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.9.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.
- 2.9.11 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.9.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.9.12 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 be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the License Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, member or Associate, as the case may be) in the other Bidder, its member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of

section 2 of the Companies Act, 1956/2013. For the purposes of this Clause 2.9.12, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, Licenseal loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, Licenseal loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.9.12, shall include each Member of such Consortium.

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

2.9.13 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Selected Bidder or Licensee, as the case may be, after issue of the LOA or execution of the License Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the License Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the License Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Licensee for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.9.14 This RFP is not transferable.

2.9.15 Any award of License pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.10 Cost of Bidding

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

2.11 Site visit and verification of information

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

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

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;

- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.10 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.10 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.10 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 License Agreement by the Licensee;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.12 Verification and Disqualification

2.12.1 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 and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.12.2 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;
- (b) the bidder fail to comply with the procedure and requirement described in RFP;
- (c) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid;

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.5.3 and 3.5.4; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Licensee either by issue of the LOA or entering into the License Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Licensee, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Licensee. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the License Agreement, or otherwise.

B. DOCUMENTS

2.13 Contents of the RFP

2.13.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any addenda issued in accordance with Clause 2.16.

- i) Volume I : Instruction to Bidders and Annexures and details regarding SBB
- ii) Volume II : Draft License Agreement & Appendices to the Agreement

2.14 Clarifications

2.14.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/courier/special messenger and by e-mail in accordance with Clause 2.18.5. They should send in their queries on or before the date mentioned in the schedule of Bidding Process specified in Clause 1.2. 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 uploaded on the SSNNL website as well as n-procure websites. The Bidders are requested to visit the websites: <https://nprocure.com> from time to time.

2.14.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this

Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

2.15 Amendment of RFP

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

2.15.2 Any Addendum will be uploaded in the SSNNL website, which will subsequently form an addendum to this RFP, as required. The Bidders are advised to visit the website from time to time.

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

C. PREPARATION AND SUBMISSION OF BIDS

2.16 Overview

2.16.1 The Bidders are required to submit their Bids in two envelopes (i) PQ Bid alongwith Bid Security and Bid Document Fee in envelope-1 (ii) Technical Bid in envelope-2. Both the envelopes shall be placed inside an outer envelope.

2.16.2 The PQ Bid in envelope-1 will be evaluated based on the compliance vis-à-vis the stipulated technical criteria

2.16.3 The Technical Bid in envelope-2 will be marked based on the terms of RFP.

2.16.4 The Bidders qualified in the PQ evaluation will only be eligible for technical evaluation. Further top 3 bidders, **provided they score a minimum 70 marks in the technical evaluation**, under technical evaluation, will only be eligible for opening & evaluation of their price Bids. Evaluation of the price Bids will be the final stage of evaluation process.

2.16.5 In order to accomplish a comprehensive, expeditious and fair Bid evaluation process, Bidders are requested to study the contents of the RFP documents completely and carefully. The Bidders may obtain formal clarifications, if required from SSNNL in this regard.

2.16.6 The evaluation of Bids would lead to the selection of a Preferred Bidder.

2.17 Format and Signing of Bid

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

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

2.18 Sealing and Marking of Bids

2.18.1 The Bidder shall submit the Bid in the format specified at Annexure 1, and seal it in an envelope and mark the envelope as "Technical Bid".

2.18.2 The Bid shall be submitted in two envelopes as given below:

ENVELOPE 1: PQ Bid

1. **Bid Security:** Bank Guarantee as per **Annexure 8** or Demand Draft.
2. **Demand Draft** towards cost of the document (RFP Fee).
3. Checklist of Submissions as per **Annexure 1**.
4. Covering Letter as per **Annexure 2**.
5. Letter of Undertaking as per **Annexure 3**.
6. Consortium Agreement (in case of Consortium) as per **Annexure 4**.
7. Power of Attorney for the Bid Signatory as per **Annexure 5**.
8. Power of Attorney for Lead Member (in case of Consortium) as per **Annexure 6**.
9. Board Resolution as per **Annexure 7**.
10. General Information of the Bidder as per **Annexure 9**.
11. Financial Summary as per **Annexure 10**.
12. Development/Construction experience details as per **Annexure 11**.
13. Operation and Maintenance Experience Details per **Annexure 12**.
14. Letter of Undertaking for Technical Bid as per **Annexure 13**.
15. History of Litigation as per **Annexure 14**.
16. Indemnity Undertaking as per **Annexure 15**.
17. Anti-Collusion Certificate as per **Annexure 16**.

ENVELOPE 2: Technical Bid

1. Presentation on the Detailed Plan for the Project,
2. Product Specifications (materials, design, Specifications, elements etc.),
3. Quality & Experience of Project Team,
4. Project Management & Implementation program and Operation & Maintenance Program.

2.18.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.18.2 above, shall be bound together and the pages shall be numbered serially. Each page thereof shall be initialled in blue/black ink by the authorised signatory of the Bidder. This copy of the documents shall be placed in a separate envelope and marked "Copy of Documents".

2.18.4 The two envelopes specified in Clauses 2.18.2, shall be placed in an outer envelope, which shall be sealed. Both the envelopes shall clearly bear the following identification:

"Bid for the Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.18.5 The envelopes shall be addressed to:

To,
Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Ltd.
Block No. 12, 3rd Floor, New Sachivalaya,
Gandhinagar - 382 010.
Gujarat, India.
E-mail: sekdtc19@gmail.com, dgm.narmada14@gmail.com, coo@gujtop.com (for
Queries / Clarifications)

2.18.6 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 and consequent losses, if any, suffered by the Bidder.

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

2.19 Instructions for Submission of Bid

2.19.1 General Information of the Bidder

- a) Details of the place of incorporation, registered office (or its equivalent), current directors, key management personnel and principal shareholders, legal jurisdiction, principal country where assets are located and where the Bidder is a subsidiary company, the details of the Bidder's status as a subsidiary together with the name, registered office (or its equivalent), current directors and principal shareholder of its immediate and all superior holding companies.
- b) In case of Bidder being a consortium, the above information should be given for all the members of the consortium including the role of each member of the consortium in implementation of the Project.

- c) Contact details comprising name, address, telephone and facsimile numbers, e-mail address of the Bidder (Lead Member and each member in case of consortium) and the names and titles of the persons who are the principal contact persons shall be provided. This information is to be provided as per **Annexure 9**.

2.19.2 Financial Qualifications (to meet the Eligibility Criteria)

- a) The Bidders shall submit their financial qualifications/data as per **Annexure 10**.
- b) The Bidders shall be required to submit audited annual accounts of single entity or of all the consortium members for past three consecutive financial years (FY 2015-16, 2016-17 and 2017-18) in support to the above, as attachments to the Annexure 10. The Bidders would also be required to submit unaudited accounts (duly certified by Chartered Accountants) for the period between preparation of audited accounts for the last financial year and 15 (fifteen) days prior to the Bid Due Date by the Bidder.

2.19.3 Experience Qualifications (to meet the Eligibility Criteria)

- (a) Development / Construction Experience: Details shall be furnished separately for each member of consortium as per **Annexure 11**.
- (b) Operation & Maintenance Experience: Details shall be furnished separately for each member of consortium as per **Annexure 12**.

2.19.4 A letter of undertaking for Technical Bid as per **Annexure 13**.

2.20 Instructions for Submission of Price Bid

2.19.5 Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com>. Further, participating Bidders will have to procure digital certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals.

2.19.6 Bidders can procure the same from (n) Code Solutions - a division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a digital certificate need not procure a new digital certificate.

2.19.7 The Bid shall be furnished online only. A sample format for the same is placed at **Annexure 17**.

2.21 Bid Due Date

2.20.1 Bids should be submitted before 18:00 Hrs on the Bid Due Date at the address provided in Clause 2.18.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.18.5.

2.20.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.15.

2.22 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration at the sole discretion of SSNNL and shall be summarily rejected.

2.23 Contents of the Bid

2.22.1 The Bid shall be furnished in the format at Annexure 1 and Additional Annual Premium shall be filled online as mentioned in Clause 1.1.12

2.22.2 Generally, the Project will be awarded to the Highest Bidder.

2.22.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.22.4 The proposed License Agreement shall be deemed to be part of the Bid.

2.24 Modifications/ Substitution/ Withdrawal of Bids

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

2.23.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.18, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.23.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.25 Rejection of Bids

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

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

2.26 Validity of Bids

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 by mutual consent of the respective Bidders and the Authority.

2.27 Confidentiality

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 or as may be required by law or in connection with any legal process.

2.28 Correspondence with the Bidder

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

D. BID SECURITY

2.29 Bid Security

2.28.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.9.5 and 2.9.6 hereinabove in the form of a Bank Guarantee issued by a nationalised bank, or a Scheduled Bank in India, acceptable to the Authority, in favour of the **Executive Engineer (Tourism Division), SSNNL, Kevadia Colony, Kevadia** payable at any Scheduled Bank having its Branch at Kevadia / Vadodara in the format at **Annexure 8** (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required.

2.28.2 The list of applicable banks acceptable to the authority are placed at **Annexure 18**.

2.28.3 Bid Security can also be in the form of a Demand Draft issued by a Scheduled Bank in India acceptable to the Authority, drawn in favour of **Executive Engineer (Tourism Division), SSNNL, Kevadia Colony, Kevadia** payable at any Scheduled Bank having its Branch at Kevadia / Vadodara (the "**Demand Draft**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

- 2.28.4 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.28.5 Save and except as provided in Clauses 1.1.14 and 1.1.15 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days of signing of the License Agreement with the Selected Bidder. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee Demand Draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said Demand Draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.28.6 The Selected Bidder's Bid Security will be returned, without any interest, upon the Licensee signing the License Agreement and furnishing the Improvement / upgradation Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the License Agreement.
- 2.28.7 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.28.8 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.28.8 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the License Agreement, or otherwise, if
- (a) a Bidder submits a non-responsive Bid;
 - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) the Selected Bidder fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the License Agreement; or

- (iii) to furnish the Performance Security within the period prescribed there for in the License Agreement.
- (d) the Selected Bidder, having signed the License Agreement, commits any breach thereof prior to furnishing the Performance Security;
 - (e) the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by SSNNL;
 - (f) If the Bidder refuses to accept the correction of errors in his Bid;
 - (g) If a Bidder conceals any material information or make incorrect and misleading statements or misrepresent facts in its Bid. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of SSNNL or any of its advisors/agencies/ consultants and if SSNNL or any of its advisors/agencies/consultants is adequately satisfied;
 - (h) If the Bidder modifies or withdraws its Bid during the Bid validity period of 180 (one hundred and eighty) days;

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Technical Bids at 4:00 pm on the Technical Bid Due Date, at the place specified in Clause 2.18.5 and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- (a) it is received as per the format at Annexure 1;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.20.2;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.18 and 2.19;
- (d) it is accompanied by the Bid Security as specified in Clause 2.9.5;
- (e) it is accompanied by the power(s) of attorney as specified in Clauses 2.9.7 and 2.9.8, as the case may be;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

3.2.2 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. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Bid Evaluation

3.3.1 Evaluation of PQ Bid

- a. **Process:** SSNNL may constitute a committee for the purpose of Bid Evaluation. The submissions of the PQ Bid would be evaluated to check its' substantial compliance with the stipulated requirements. If the submission is not in substantial compliance, the submission will be rejected and the Bidder will be eliminated from further evaluation process. The right to determine the 'substantial compliance' or otherwise will rest solely with SSNNL/committee and no correspondence and/or representation towards this will be entertained. A Technical Bid that is in substantial compliance is one that is accompanied with the required documents in the prescribed format that conforms to the requirements without material deviation or reservation (i.e. which affects in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project).
- b. **Cause for Rejection:** The required information shall be provided in 'reasonable detail' and in the prescribed formats. For purposes here, 'reasonable detail' means that, the submissions in the Technical Bid generally meet the requirements and if need be, by having communication with the Bidder, the same can be clarified. The determination of whether the information has been provided in 'reasonable detail' rests solely with SSNNL / committee.
- c. SSNNL / committee may discuss, request clarifications / substantiation / additional information and require meeting with the Bidders or presentation by the Bidders on their Technical Bids. The Bidder shall provide clarifications/substantiation/additional information, as requested within a period as specified by SSNNL.
- d. PQ bids will be evaluated to see its conformity with the parameters mentioned at clause 2.3. Once the committee as constituted by SSNNL for evaluation is satisfied that the bidder meets the minimum eligibility criteria as mentioned under clause 2.3, it may under take technical evaluation of the bid.

3.3.2 Evaluation of Technical Bid

The documents submitted during the PQ stage shall be marked as under for Technical Evaluation.

S. No.	Criteria	Range	Marks
1	Minimum Average Annual Turnover as defined under clause 2.3.1 (a)	Rs. 25 cr. – Rs. 50 cr.	10.0
		>Rs. 50 cr – Rs. 75 cr.	12.5
		>Rs. 75	15.0
2	Net Worth as defined under clause 2.3.1 (a)	Rs. 10 cr. – Rs. 20 cr.	10.0

S. No.	Criteria	Range	Marks
		>Rs. 20 cr. – Rs. 30 cr.	12.5
		>Rs. 30	15.0
3	Developed / constructed a hotel of 3 (three) star or above category having a minimum of 50 (fifty) rooms (in a single facility) in India and / or abroad	50 – 75 rooms	10.0
		> 75 – 100 rooms	12.5
		> 100 rooms	15.0
4	Operation and Maintenance Experience of a hotel of 3 (three) star or above category having a minimum of 50 (fifty) rooms (in a single facility) in India and / or abroad	50 – 75 rooms	10.0
		> 75 – 100 rooms	12.5
		> 100 rooms	15.0
5	Marks for Technical Proposal and Presentation a) Overall Planning pertaining to repairing and upgrading the properties as per desired standards b) Product Term Sheet specifying complete product specifications c) Operation & Maintenance Plan d) Broad Environmental Management Plan e) Credentials of Project team f) Any other relevant details		40.0

Marks will awarded under each head and will be totalled out of 100. **Top 3** bidders, **provided they score a minimum 70 marks in the technical evaluation**, under technical evaluation, as given above, will only be eligible for opening & evaluation of their price Bids.

3.3.3 Evaluation of Price Bids

- In the Price Bid Stage, Price Bids would be opened only for those Bidders who have been shortlisted in the stage as per clause 3.3.2 above.
- Price Bid is required to be submitted on www.nprocure.com (sample format at **Annexure 17**) on or before the Bid due date.
- Evaluation:** For evaluation of the Price Bid, the Additional Annual Premium as quoted by the Bidder and the consequent Total Annual Premium shall be the sole criteria for evaluation of the Price Bid.

3.4 Preferred Bidder

As per the evaluation of the Price Bids, the Bidder, who quotes the **highest Additional Annual Premium** consequently amounting to **highest Total Annual Premium**, will be the “**Preferred Bidder**”. For clarification, the arithmetic sum of Reserve Annual Premium and the offered Additional Annual Premium shall be the criteria for determining H1.

3.5 Selection of Bidder

- 3.5.1 Subject to the provisions of Clause 2.24, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2, qualifies in stage as mentioned under clause 3.3.1 and 3.3.2 and quotes the highest Additional Annual Premium offered to the Authority, shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.5.2 In the event that two or more Bidders quote the same amount of Additional Annual Premium (the “**Tie Bidders**”), SSNNL may ask the said Bidders to furnish their respective revised offer which shall not be lower than Total Annual Premium as per the initial offer made by the Bidder. The highest Bidder (H1) shall be identified on the basis of such revised offer.
- 3.5.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite H2 Bidder to revalidate or extend its respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder. If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.
- 3.5.4 In the event that no Bidder offers to match the Highest Bidder as per process as specified in Clause 3.5.3, the Authority may, in its discretion, invite fresh Bids (the “**second round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the second round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such second round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.5.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and proceed to second round of bidding as set out in Clause 3.5.3 above.
- 3.5.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Licensee to execute the License Agreement within the period prescribed in Clause

1.2. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

3.6 Contacts during Bid Evaluation

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

3.7 Bid Parameter

3.7.1 The Bid shall comprise '**Additional Annual Premium**', to be quoted by the Bidder in accordance with the provisions of the License Agreement. The Bidder who offers the highest '**Total Annual Premium**', shall ordinarily be the Selected Bidder.

3.7.2 Total Annual Premium shall be payable on annual basis throughout the License/Lease Period and shall be escalated by 12% (twelve percent) every 3 (three) years on compounding basis. The Total Annual Premium shall be paid by the Selected Bidder in advance, within [30] days prior to the Scheduled Commercial Operation Date and for each other years after that, during the License Period, within [30] days prior to the end of immediately previous year.

3.8 Issue of LOA after evaluation of the Bids and approval of SSNNL

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Project/License would be conveyed by SSNNL to the Preferred Bidder, who satisfies all other compliance requirements. The LOA would be issued by SSNNL to the Preferred Bidder.

3.9 Fulfilment of conditions for signing of License Agreement as included in LOA

The preferred Bidder need to fulfil the following conditions as stipulated in LoA before signing of the License Agreement:

3.9.1 Provide Non-refundable and irrevocable 'Success Fee' to GUJTOP of an amount as provided under clause 1.1.

3.9.2 Provide Improvement / upgradation Performance Security to SSNNL Ltd. in the form and manner prescribed in the draft License Agreement.

3.9.3 Incorporation of Special Purpose Company (SPC) exclusively for developing, operationalising and maintaining the Project during the License Period and submission of the related documents with equity details as per the RFP/submitted Bid of the Preferred Bidder within 15 (fifteen) days from the date of issue of LOA. The SPC will be mandatory in case the bid is being submitted in JV / Consortium

3.10 Signing of License Agreement

3.10.1 The Preferred Bidder shall through the SPC sign the License Agreement with SSNNL within 15 (fifteen) days of issue of LOA upon fulfilling the requirements mentioned at Clause 3.9 above.

3.10.2 If the Preferred Bidder fails to sign the License Agreement with SSNNL, the Bid Security of the Preferred Bidder shall be forfeited. In that event, SSNNL shall follow the process as defined in Clause 3.5 above.

3.10.3 SSNNL shall release the Bid Security to the Preferred Bidder only upon signing of the License Agreement with SSNNL and furnishing the Improvement / upgradation Performance Security in accordance with the provisions thereof.

3.11 Execution of Lease Deed

SSNNL shall, on date of signing of the License Agreement, lease the Project Site to the Preferred Bidder on an "as is where is basis" under a valid and binding Land Lease Deed for a period co-terminus with the License Period.

3.12 Possession of site to Licensee

The Licensee upon signing of the License Agreement and Lease Deed and upon formal intimation to SSNNL, can fix a date mutually agreeable to both parties, and take over the leased premises from SSNNL with inventory and records of material/assets in the premises, if any.

3.13 Payment of annual land lease rentals

In consideration of the lease of the Project Site and the rights appurtenant thereto in favour of the Licensee, the Licensee shall, effective from the date of signing of Land Lease Agreement and during the License Period, shall pay annual land lease rentals to SSNNL. The annual land lease rentals for the Project site is Re. 1.00 (Rupee One only) per sq.m. Applicable taxes, if any, on the above amount of annual lease rentals shall also be paid by the Licensee.

3.14 Other Statutory payments in accordance with the Law

Preferred Bidder and /or the Licensee shall pay service charges and other statutory levies and any other charges, cess, duties as leviable under any applicable law.

3.15 License Period

The License Period for the Project is **20 years (Twenty)** from the date of Signing of Agreement ("**License Period**").

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the License Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the License Agreement, or otherwise.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the License Agreement, or otherwise if a Bidder or Licensee, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the License Agreement, such Bidder or Licensee 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 Licensee, 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.

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

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the License Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.9.13 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA

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

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

5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the Laws of India and the Courts of Gandhinagar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.2 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.
- 5.3 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.4 All financial data shall be given (converted) in Indian Rupees only. The conversion ratio has to be specified clearly.
- 5.5 All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- 5.6 The Bidding Documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
- (a) the License Agreement;
 - (b) LoA
 - (c) Addendum
 - (d) Pre-bid conference minutes
 - (e) RFP Document

6. ADDITIONAL TERMS AND CONDITIONS

- 6.1 All sanctions, permissions, no objections, letters of intent, consent, permissions, clearance, approvals etc. shall be obtained by the Licensee at his cost and such permission / clearance shall be kept effective and in force at all times throughout the License Period.
- 6.2 The Authority shall have the right to inspect the premises and also the books of accounts, etc. of the Licensee at any time. The Licensee may be required to submit the accounts as and when directed by the Authority, which the Licensee cannot deny and the same shall be provided by the Licensee within a reasonable time not later than 10 (ten) days from the date of request made by the Authority.
- 6.3 The Licensee shall promptly submit verified statements, reports, accounts, documents and any other particulars as required by the SSNNL from time to time.
- 6.4 The Licensee has to confine its activities only within the specified area handed over to him.
- 6.5 No unlawful/illegal activities shall be allowed within the Project site.
- 6.6 The Licensee should cover his establishment under Employment Provident Fund and Miscellaneous Provision Act, 1952, Employee State Insurance Act, 1948 and all other labour and industrial legislations.
- 6.7 SSNNL shall have the right to re-enter the premises and terminate the License Agreement, in-case of default or any type of malpractice noticed on the part of the Licensee.
- 6.8 All costs, charges, including stamp duty and registration charges, etc. shall be borne by the Licensee.
- 6.9 Any additional terms and condition will be incorporated as and when required as per the instruction of Government of Gujarat and/or Government of India other than the mentioned terms and conditions in the RFP before the Bid Due Date. This will be binding to the Bidders.

Annexures

Annexure 1: Format for CHECKLIST OF SUBMISSIONS

S. No.	Enclosures to the Technical Bid	Status (Submitted / Not Submitted)	Remarks
1.	Covering Letter (Annexure 2)		
2.	Bid Security & RFP Fee		
3.	Letter of Undertaking (Annexure 3)		
4.	Consortium Agreement (Annexure 4) (In Case The Bidder is a Consortium)		
5.	Power of Attorney for the Bid Signatory (Annexure 5) (choose any one) In case the Bidder is submitting the Bid on his own OR In case the Bidder being a Consortium		
6.	Power of Attorney for the Lead Member (Annexure 6) (In case the Bidder is a Consortium)		
7.	Board Resolution (Annexure 7)		
8.	Bank Guarantee (Annexure 8) for Bid Security		
9.	General Information (Annexure 9)		
10.	Financial Summary (Annexure 10)		
11.	Audited Financial Statements/ Annual Reports		
12.	Development/Construction Experience Details (Annexure 11)		
13.	Experience Certificates for Development Experience		
14.	Operation and Maintenance Experience Details (Annexure 12)		
15.	Experience Certificates for Operation and Maintenance Experience, License/Work order of operations along with location and number of rooms		
16.	Letter of Undertaking for Technical Bid (Annexure 13)		
17.	A copy of Pan of Company/Consortium companies		
18.	History of Litigation (Annexure 14)		
19.	Indemnity Undertaking (Annexure 15)		
20.	Anti-Collusion Certificate (Annexure 16)		
21.	Price Bid (Annexure 17)		

*Price Bid is to be uploaded in *n-procure* website only

Annexure 2: Format for COVERING LETTER

Date:

To,

Chief Engineer (CPC)

Sardar Sarovar Narmada Nigam Ltd.

Block No. 12, 3rd Floor, New Sachivalaya,

Gandhinagar - 382 010.

Gujarat, India.

Subject: Bid for the Bid for the Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat

Dear Sir,

1. We are submitting this Bid (Proposal) on our own.

(or)

We are submitting this Bid (Proposal) as the Lead Member of a Consortium consisting of the following members, for and on behalf of the Consortium.

S. No.	Names of Consortium Members	Address
1. (Lead Member)	
2. (Member)	

As a Lead Member, we understand the obligations of the Licensee to implement the Project. We are enclosing Consortium Agreement signed by all the members of the Consortium, nominating and authorizing us to act as 'Lead Member' for implementing the Project.

2. Having visited the site and examined the RFP document, for the execution of the License Agreement for the captioned Project, we the undersigned offer to Repair / Upgrade, finance, operate & transfer the whole of the said 'Project' including marketing of permissible components and maintenance for the License Period through a Special Purpose Company (SPC) in conformity with the RFP.
3. This Bid and the LOA issued by SSNNL in lieu of its acceptance shall form part of the Project Agreements to be signed between the Licensee and the Sardar Sarovar Narmada Nigam Limited (SSNNL). If a Bidder is nominated as Preferred Bidder, we understand that it is on the basis of the technical, financial & organizational

capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per RFP or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.

4. We agree that;
- (a) if we fail to meet the Minimum Development Obligations and/or Technical specifications and/or the Performance Standards according to the conditions/stipulations of the RFP/License Agreement,

OR

- (b) If we fail to offer/provide required facilities to the SSNNL or its Authorized Representative for carrying out the inspection of works, operations and performance

SSNNL or its representative shall be at liberty to take action in accordance with the RFP/License Agreement.

5. We undertake, if our Bid is accepted, to complete the Project, commence operations and manage as per the RFP/License Agreement.
6. We agree to abide by this Bid for a period of 180 (one hundred and eighty) days from the Bid Due Date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. In the event of our Bid being accepted, we agree to enter into a formal License Agreement with SSNNL by incorporating a Special Purpose Company for exclusive implementation, incorporating the conditions of the Bid including the draft License Agreement thereto annexed and written acceptance thereof.
8. We agree, if our Bid is accepted, for the following:
- (a) **Total Annual Premium payment:** The minimum '**Reserve Annual Premium**' of **Rs. 60,00,000 (Rupees sixty lakhs only)** exclusive of GST / other taxes plus '**Additional Annual Premium**' as quoted by us.
- From Commercial Operation date till its 3rd anniversary, the **Total Annual Premium** will be paid in advance in 4 equal monthly instalments.
 - From 4th year onwards, the **Total Annual Premium** will be paid in advance on annual basis throughout the remaining License Period.
- Total Annual Premium shall be payable on annual basis throughout the License Period and shall be escalated by 12% (twelve percent) every 3 (three) years on compounding basis. Taxes as applicable (including GST) shall also be payable by the Preferred Bidder.
- (b) **Success Fee:** The Preferred Bidder shall pay an amount equivalent to **Rs. 6.00 lakhs** by way of a bank draft drawn on any nationalized or scheduled bank in

- India in favour of 'Gujarat Tourism Opportunity Limited' and payable at Gandhinagar, Gujarat. Taxes as applicable shall also be payable by the Preferred Bidder.
- (c) **Annual Land Lease Rentals:** Effective from the date of signing of Land Lease Agreement (Lease Deed) and during the License Period, we shall pay Annual Land Lease Rentals to SSNNL. The Annual Land Lease Rentals for the project site is Re. 1.00 (Rupee One only) per sq.m. Taxes as applicable shall also be payable by us.
- (d) **Other statutory payments in accordance with the law:** GST / Service charges and other statutory levies and any other charges, cess, duties as leviable under any applicable law.
- (e) To furnish the "**Improvement / upgradation Performance Security**" for **Rs. 15,00,000 (Rupees fifteen lakhs only)** as a pre-condition to signing of the License Agreement.
- (f) For due and punctual performance of obligations during the Operations Period under the License Agreement, to furnish an irrevocable and unconditional bank guarantee (as per format placed at the Draft License Agreement) from nationalized/scheduled bank acceptable to the Authority, having a branch at Gandhinagar, Gujarat, for an amount of **Rs. 30,00,000 (Rupees thirty lakhs only)**. The amount for the Bank Guarantee shall be escalated by 12% (twelve percent) on compounding basis every 3 (three) years.
9. We agree that if we fail to fulfil any of the conditions mentioned at Paragraph 7 and 8 above, SSNNL has the right to forfeit the Bid Security being furnished by us along with this Bid.
10. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects' and we agree to the terms as under
- Minimum Development Obligations as indicated in the RFP;
 - Development Controls/Building Bye-laws of SSNNL/Local Authority guidelines, guidelines of SSNNL or any other statutory provisions in force through local bodies/Government of Gujarat authority;
 - The technical specifications, the performance standards etc as stipulated in the RFP;
 - The Environmental Norms of the State and Central Governments; and
 - Any other regulation as applicable.
11. We understand that SSNNL is not bound to accept any or all Bids it may receive.
12. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Licensee.

13. We do also certify that all the statements made and/or any information provided in our proposal are true and correct and complete in all aspects.
14. We declare that in the event that SSNNL discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

Dated this _____ day of _____ YYYY

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

Annexure 3: Format for LETTER OF UNDERTAKING

*[To be furnished by the Bidder on the letterhead of the Firm,
In case of Consortium to be given separately by each member of the consortium]*

Date:

To,

Chief Engineer (CPC)

Sardar Sarovar Narmada Nigam Ltd.

Block No. 12, 3rd Floor, New Sachivalaya,

Gandhinagar - 382 010.

Gujarat, India.

**Subject: Bid for Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia,
Narmada, Gujarat**

Dear Sir,

We confirm that we are not barred by Government of Gujarat (GoG), any other State Government in India (SG) or Government of India (GoI) or any of the agencies of GoG/SG/GoI from participating in any category of infrastructure projects (EPC, DBFOT or otherwise) as on the Bid Due Date.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

Annexure 4: Format for CONSORTIUM AGREEMENT

(In case the Bidder being a Consortium)

(On Non Judicial Stamp Paper of a value of Rs. 100/-)

THIS AGREEMENT is executed at _____ on this _____ day of _____ YYYY between _____ a Company registered under the Companies Act 1956/2013 and having its registered Office at _____ (hereinafter referred to as “the Party of the First Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Second Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Third Part”) and _____ also a Company registered under the Companies Act 1956/2013 and having its registered office at _____ (hereinafter referred to as “the Party of the Fourth Part”)

WHEREAS

I. The Parties hereto propose to participate as a Consortium for the Bid based on the Request For Proposal (RFP) from Sardar Sarovar Narmada Nigam Limited (SSNNL), for the Project of **Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat (“the Bid”)** by pooling together their resources and expertise.

II. If the Parties hereto succeed in the Bid, they propose to incorporate a Special Purpose Company (SPC) which will exclusively undertake Operation & Maintenance of **Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat (“the Project”)**.

III. The Parties hereto are desirous of recording the broad terms of their understanding as set out herein below:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Parties hereto agree to carry on the business in joint venture on the broad terms and conditions herein through a SPC to be incorporated by them with the shareholding commitments expressly stated to domicile the project, prior to the implementation.
2. That the business of the SPC will be that of exclusively developing, financing, constructing, operating and managing the Project.
3. That in the event the Parties hereto succeed in the Bid for the Project, the SPC will execute the Project in accordance with terms and conditions of the Bid document and will execute the License Agreement and all the documents/writings/papers with the SSNNL and construct and commission the Project in accordance with the plans/designs sanctioned by the appropriate/concerned authorities.
4. That it shall be ensured that the consortium as a whole holds and maintains a shareholding of (a) 100% of paid up equity capital of the SPC during the construction of the Project and (b) minimum 51% (fifty one percent) of the equity share capital in the SPC for a period of 5 (five) years from Commercial Operation Date.
5. That it shall also be ensured that _____ (“**the Lead Member**”) holds and maintains a shareholding of (a) 51% of paid up equity capital of the SPC during the construction of the Project; and (b) at least 26% (twenty six percent) of the equity share

capital of the SPC for a period of atleast 5 (five) years from Commercial Operation Date. _____ and _____ (“**Constituent Members**”) shall hold and maintain at least 10% (ten percent) of the equity share capital of the SPC each, for a period of 5 (five) years from Commercial Operation Date.

6. The roles and responsibilities of the Members of the consortium shall be as follow:
 - (a) The Party of the First Part (Lead Member) shall be responsible for:
 - (i)
 - (ii)
 - (iii)
 - (b) The Party of the Second Part shall be responsible for:
 - (i)
 - (ii)
 - (iii)

(Note: Role & responsibility of all Members of the consortium shall be included in the above paragraph).

7. Each of the Parties shall be liable and responsible jointly and severally for:
 - (a) Compliance of all statutory requirements as may be applicable in respect of the Project.
 - (b) Contribute to the joint venture all of its management and business experience, expertise, competence and acumen for the success of the Project.
8. That the responsibility of all the members of the consortium shall be joint and several at every stage of implementation of the Project.
9. That in case the project is awarded to the consortium, the consortium shall carry out all the responsibilities as the Licensee and shall comply with all the terms and conditions of the License Agreement as would be entered with the SSNNL (Grantor).
10. That this Agreement shall remain in full force and effect till the termination of the License Agreement or expiry of License Period, whichever is earlier.
11. That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

(Note: The above provisions are mandatory, the consortium may add any other provision, if required, which are not contradictory to the above)

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered for and on behalf)
 of the within named M/s.....)
 by its Director,)
duly authorized in the presence of)
)

Signed and delivered for and on behalf)

of the within named M/s.....)

....by its Director,)

_____)

duly authorized in the presence of)

.....)

Annexure 5: Format for POWER OF ATTORNEY FOR THE BID SIGNATORY (in case the Bidder is submitting the Bid on his own)

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we,[name of the Company], a company incorporated under the Companies Act 1956/2013, having its Registered Office at[Address of the Company] (hereinafter referred to as “Company”):

WHEREAS in response to the Request for Proposal (RFP) for **Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat (“Project”)**, the Company is submitting Bid Comprising Technical and Price Bids on behalf of the Bidder for the Repair / Upgradation, operation and maintenance of the Project to the **Chief Engineer (CPC)**, Sardar Sarovar Narmada Nigam Limited and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son of _____ resident of _____, holding the post of _____ as the Attorney of the Company.

NOW KNOW WE ALL BY THESE PRESENTS, that _____ do hereby nominate, constitute and appoint.....[name & designation of the person].....as its true and lawful attorney so long as he is in the employment of the Company to do and execute all or any of the following acts, deeds and things for the Company in its name and on its behalf, that is to say :

- To act as the Company’s official representative for submitting the Bid comprising Capability Statement, Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;
- To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;
- To do all such acts, deeds and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, YYYY in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company])))-----) [name & designation of the person])
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------

OR

Format for POWER OF ATTORNEY (POA) FOR AUTHORIZED SIGNATORY ON BEHALF OF MEMBERS OF CONSORTIUM (In case the Bidder being a Consortium)

{On Requisite Stamp Paper - be in the name of the company who is issuing the power of Attorney}

Know all men by these presents, that We (name of member of the consortium with the address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.(name and residential address) who is presently employed with us and is holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid submitted in response to the Request for Proposal (RFP) for **Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat ("Project")**.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and affirm that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

Accepted

.....(signature)

(Name, Title and Address of the Attorney)

.....(signature)

.....(signature)

(Name, Title and Address of the two Witnesses)

Note:

- ◆ To be executed by all the members in case of a consortium.
- ◆ 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.

Annexure 6: Format for APPOINTING THE LEAD MEMBER - SIGNED BY ALL MEMBERS OF THE CONSORTIUM

{On Requisite Non Judicial Stamp Paper}

KNOW ALL MEN by these presents that this Power of Attorney is being issued by, ...[name of the company], a company incorporated under the Companies Act 1956, having its Registered Office at[Address of the Company] ,[name of the company], a company incorporated under the Companies Act 1956, having its Registered Office at[Address of the Company],[name of the company], a company incorporated under the Companies Act 1956, having its Registered Office at[Address of the Company] (hereinafter collectively referred to as "**Consortium**")

WHEREAS the Consortium is to submit a Bid in response to the Request for Proposal ("**RFP**") for the **Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat** ("**Project**") issued by Sardar Sarovar Narmada Nigam Limited (SSNNL) and is desirous of appointing an attorney for the purpose thereof.

Whereas the Consortium deems it expedient to appoint M/s. _____ (name of Company, registered office address) as the Lead Member of the Consortium

NOW KNOW WE ALL BY THESE PRESENTS, that the Consortium do hereby nominate, constitute and appoint...[name the lead member company] as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Consortium in its name and on its behalf, that is to say:

- (a) To act as the Lead Member of the Consortium for the purposes of the Project;
- (b) In such capacity, to act as the Consortium's official representative for submitting the Technical and Price Bid for the Project and other relevant documents in connection therewith;
- (c) To sign all papers for Bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid;
- (d) To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- (e) To sign and execute contracts, through SPC created for the said project, relating to the Project, including variation and modification thereto;
- (f) To represent the Consortium at meetings, discussions, negotiations and presentations with SSNNL, Competent Authorities and other Project related entities;
- (g) To receive notices, instructions and information for and on behalf of the Consortium;
- (h) To do all such acts, deeds and things in the name and on behalf of the Consortium as necessary for the purpose aforesaid.

AND the Consortium hereby covenant with the said attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Company puts its hand and seal to this Power of Attorney on this ..[day, month & year]

<p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, YYYY in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p>	<p>)The common seal of [name of the)))-----)[name & designation of the person])</p>
<p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of -----, YYYY in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p>	<p>)The common seal of [name of the)))-----)[name & designation of the person])</p>

Annexure 7: Format for BOARD RESOLUTION

(Board resolution by the Bidder or each member of the consortium, in case the Bidder is Consortium, indicating the approval to undertake the project and authorize a person for signing of necessary documents.)

Resolved that the company will participate in the bidding for the “**Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat**” basis by forming a consortium with.....at..... andat.....

Further it is resolved that the following person is being nominated for representing the company and signing the documents on company’s behalf.

Name:

Designation:

Contact number:

Contact Address:

Annexure 8: Format for BID SECURITY (BANK GUARANTEE)

(On Requisite Stamp Paper)

This Deed of Guarantee is made on this ____ day of _____, 2019 at _____ by _____ a Nationalized Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at _____ and inter alia an operational Branch Office at _____, Gandhinagar (hereinafter referred to as "**the Bank**" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favour of '**Sardar Sarovar Narmada Nigam Limited**' having its Registered Office at Udyog Bhavan, Sector-11, Gandhinagar - 382 011 (hereinafter referred to as "**SSNNL**" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, SSNNL undertook the process of competitive bidding for selection of Preferred Bidder for "**Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat**" for which purpose SSNNL issued a Request for Proposal ("**RFP**") inviting Bids from the Bidders to execute the Scope of Work specified therein ("**Project**");

WHEREAS, [name of Bidder] (hereinafter called "**the Bidder**") has submitted his Bid dated [date] for the implementation of the Project (hereinafter called "**the Bid**").

1. [name of the Bank] at the request of the Bidder, do hereby in terms of Clause 2.29 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to SSNNL an amount of Rs. (Rupees only) (hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.
2. Any such written demand made by SSNNL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of SSNNL is disputed by the Bidder or not, merely on the first demand from SSNNL stating that the amount claimed is due to SSNNL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our

liability under this Guarantee shall be restricted to an amount not exceeding Rs.
(Rupees only).

4. We, the Bank, further agree that SSNNL 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 RFP 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 SSNNL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between SSNNL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. 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.
6. In order to give full effect to this Guarantee, SSNNL shall be entitled to treat the Bank as the principal debtor. SSNNL 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 RFP 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 RFP 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 RFP or the securities available to SSNNL, and the Bank shall not be released from its liability under these presents by any exercise by SSNNL 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 SSNNL or any indulgence by SSNNL to the said Bidder or by any change in the constitution of SSNNL 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.
7. 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.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for SSNNL 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 SSNNL 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.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of SSNNL in writing.
11. 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.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.Lakhs (Rupees Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 8 hereof,
13. This Guarantee will remain in force up to 240 (Two hundred and forty) days from the Due Date (inclusive of due date) for submission of the Bid, inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between SSNNL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
14. The jurisdiction in relation to this Guarantee shall be the Courts at Gandhinagar, Gujarat and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by

Board Resolution passed on ____/Power of Attorney dated [.....]

Authorized Signatory

Name :

Designation:

In the presence of:

1.

2

NB: SSNNL should be able to invoke this Bank Guarantee at any branch of the Bank located at Gandhinagar.

Annexure 9: Format for GENERAL INFORMATION

S. No	Particulars	Details
1.	Basic Information of Organization	
a)	Name of Firm	
b)	Status in the Project	Single Bidder/Lead Consortium Member/ Other Consortium Member (Strike out whichever is not applicable)
c)	Country of incorporation	
d)	Address of the corporate headquarters and its branch office(s), if any, in India	
e)	Date of incorporation and/or commencement of business	
f)	Ownership of the Organization (List of stakeholders/ members who own 10% or more stocks & their interest in the company)	1. 2. 3. 4. 5.
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 will 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 (1-4) should be provided for all the members of the consortium in separate sheets.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL COMPANY _____

DATE _____

Annexure 10: Format for FINANCIAL SUMMARY**1. Turnover**

All figures in Equivalent Currency (in Rs. Crore)

Description	Last Three Financial Years - Audited (Ending March 31, 2018)		
	FY 2015-16	FY 2016-17	FY 2017-18
Operating Revenue			
(add) Other Revenue			
Total Turnover			

Financial Year: 1st April to 31st March

2. Net-worth

All figures in Equivalent Currency (in Rs. Crore)

Description	As on March 31, 2018
Subscribed and paid up equity share capital	
(add) Free Reserves (refer point 3 under Note below)	
Net-worth	

This is to certify that _____ (name of the bidder/ member of the consortium) has Annual Turnover and Net Worth as shown above against the respective/s financial year/s.

Signature _____

Name of the Statutory Auditor _____

Membership no _____

Designation _____

Name of the Audit Firm _____

FRN _____

(Seal of the firm)

DATE _____

Note:

1. In case of Bidder being a Consortium, the above details shall be submitted for the Lead Member and all the financially significant members.

2. The Bidder/Consortium shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) for the Lead Member and each of the financially significant members in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
3. Certificate(s) from the statutory auditors specifying the Net Worth of the Bidder/member of the Consortium, as at March 31, 2018. For the purpose of this RFP, net worth shall mean the sum of subscribed and paid up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Annexure 11: Format for DEVELOPMENT/ CONSTRUCTION EXPERIENCE

S. No.	Name of Project	Name Client/Owner	Location	Type of Experience: Development/Construction	Project Cost (Rs. in Crore)	Area Details (In sq.m.)	Developed as single entity or as Lead Member of Consortium	Completion Date
1								
2								
3								

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

1. In case of consortium the above details are to be given for each Member, as applicable.
2. The claimed experience shall be supported by documentary evidence i.e. completion certificates, commissioning certificates, etc., duly attested by Architect.
3. If the Bidder is claiming experience of DBFOT/Own Project Promotion and Development Experience, then it should provide certificates from its CA/Statutory Auditor and Architect in the format given hereunder:

This is to certify that _____ (Name of the Bidder) has promoted and developed _____ (Title and nature of the Project) and the project was commissioned on _____ with a total Built-up area of _____ sqm.

Signature of the CA / Statutory Auditors

Signature of the Architect who designed
(with seal & registration no.) the building and/or supervised construction
(with seal & registration no.)

Any other proof of development may also be provided along with the minimum required supporting document.

Annexure 12: Format for OPERATION AND MAINTENANCE EXPERIENCE

S. No.	Project Title	Location	Name of Client/Owner	Duration	Operated as single entity or as Lead Member of Consortium	Completion Date	Number Of Rooms Operated	Special Remarks (if any)
1								
2								
3								

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

1. In case of consortium the above details are to be given for each member, as applicable.
2. The claimed experience shall be supported by documentary evidence i.e. work order, completion certificates, commissioning certificates, etc.,
3. The Bidder should provide certificates from their CA / statutory auditor in the format given hereunder:

This is to certify that _____ (Name of the Bidder) has operated and maintained _____ (Title and nature of the project) and the project was commissioned on _____ for a duration of _____ with a total number of rooms of _____.

_____.

Signature of the CA/ Statutory Auditors

Any other proof of operation and maintenance may also be provided along with the minimum required supporting document.

Annexure 13: Format for LETTER OF UNDERTAKING FOR TECHNICAL BID

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

Date:

To,

Chief Engineer (CPC)

Sardar Sarovar Narmada Nigam Ltd.

Block No. 12, 3rd Floor, New Sachivalaya,

Gandhinagar - 382 010.

Gujarat, India.

Subject: Bid for Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat

Dear Sir,

As a part of the Bid for Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat, we hereby agree to develop and operate the Project as per the requirements stipulated in the RFP for the License Period of 20 (twenty) years. We hereby undertake that if the Project is awarded to us, we will meet requirements as specified hereunder and hereby give our compliance for the same:

S. No.	Components	Details
1.	Minimum Development Obligations/ Essential Components	<ol style="list-style-type: none"> 1. We will upgrade / renovate the SBB to the standards similar / equivalent to 3 stars or above category hotel. 2. We shall market SBB and provide all related services to the guests as per the standards equivalent / similar to 3 stars or above category. 3. We will Manage, Operate and Maintain the Hotel (SBB) as per prudent market norms equivalent / similar to standards of 3 star of above category including but not limited to all Front office management, room services, Housekeeping, Repair & maintenance services, food and beverage services, banquet and related services. It may also include transport and logistics required, travel desks, any health club / spa services if required. 4. We understand that we will be entitled to fix the prices/tariff of these services and change the rates thereof whenever it deems fit. 5. The brand being brought by us shall be in place for at least 10 years from Commercial Operation Date. Any changes in the same can only be allowed, for a

S. No.	Components	Details
		comparable brand, under rare circumstances, with prior due approval of MD, SSNNL. Any such change of brand, if required, will only be by a brand qualifying as per Operation & Maintenance Experience criteria as given in the RFP.
2.	Optional Development	<ul style="list-style-type: none"> Any other development with the approval of SSNNL.
3.	Prohibited Development and Prohibited Activities	All non-compatible uses as per the laws of Government of India and Government of Gujarat are not permitted.
4.	Development Controls/ Guidelines	Applicable building bye laws, Guidelines of Ministry of Tourism, Government of India and all other applicable guidelines
5.	Environmental Norms	All the applicable environmental norms are to be followed Any environmentally incompatible functions are not permitted
6.	Applicable Permits	All the applicable Permits needs to be obtained by us.

We hereby assure you and guarantee that in future, from time to time whenever we are required to undertake or follow any specific guideline/law, we shall do the needful as required to ensure that the project and the Licensee comply with the legal requirements.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Address, Date)

Annexure 14: Format for HISTORY OF LITIGATION

Information on any history of litigation or arbitration resulting from development/construction, operation and maintenance contracts in last 5 (five) years:

Year	Award for/or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this _____ Day of _____, YYYY

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

NOTE

To be submitted by all the members individually

Annexure 15: Format for INDEMNITY UNDERTAKING

I on behalf of M/s hereby agree and undertake that I have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non-Technical working on behalf of M/s..... will abide by all the rules, regulations, guidelines and procedures.

I declare that M/s will be responsible for any safety violations/ accident etc. in the premises allotted to me/us as per the Agreement throughout the License Period. SSNNL will not be responsible in case of any accident /incident and will not compensate financially or otherwise.

I hereby declare that I am solely responsible on behalf of M/s.. for giving such declaration.

Name of Indemnifier - Signature of Indemnifier

Stamp/Seal of the Indemnifier/Contractor

Signature of SSNNL Official

Annexure 16: Format for ANTI-COLLUSION CERTIFICATE

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

Date: _____

To,
Chief Engineer (CPC)
Sardar Sarovar Narmada Nigam Ltd.
Block No. 12, 3rd Floor, New Sachivalaya,
Gandhinagar - 382 010.
Gujarat, India.

Dear Sir,

Ref: Bid for the Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat

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

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

Dated this _____ Day of _____, YYYY

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

Annexure 17: Format for FINANCIAL BID

(This is a sample format only. Financial is to be submitted through n-procure only. Non Compliance shall lead to bid rejection)

To,
Chief Engineer (CPC)
 Sardar Sarovar Narmada Nigam Ltd.
 Block No. 12, 3rd Floor, New Sachivalaya,
 Gandhinagar - 382 010.
 Gujarat, India.

Dear Sir,

I/We hereby bid for the **Operation & Maintenance of Shrestha Bharat Bhawan at Kevadia, Narmada, Gujarat**. Our quote, in Terms of reference given in the RFP document of the SSNNL, is as under:

1	Reserved Annual Premium	Rs. 60,00,000/-*
2	Additional Annual Premium (to be quoted by the bidder)	Rs. _____/-*
3	Total Annual Premium (1+2)	Rs. _____/-*

* Any statutory levies/dues/Luxury tax/Goods & Service Tax etc. which is applicable as per govt. rules & regulation payable are not included in the price quoted above. It has to be paid separately by selected Bidder to respective department.

We agree that the Total Annual Premium shall be escalated by 12% (twelve percent) every 3 (three) years on compounding basis.

Thanking You,
 Yours Sincerely,

Annexure 18: List of Applicable / Acceptable Banks

As per the GR No. EMD/10/2018/18/DMO dated 16th April 2018 from Finance Department, wherein the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted in the financial year 2018-19.

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

- 1) All National Banks including the Public Sector Bank- IDBI Ltd.

(B) Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2019. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of bank Guarantee.

- 1) Rajkot Nagarik Sahakari Bank Ltd.
- 2) The Mehsana Urban Co-Operative Bank Ltd.
- 3) The Surat District Co-Op. Bank Ltd.
- 4) The Ahmedabad Mercantile Co-Op. Bank Ltd.
- 5) Nutan Nagrik Sahakari Bank Ltd.
- 6) The Kalupur Commercial Co-Operative Bank Ltd.
- 7) Saurashtra Gramin Bank
- 8) Baroda Gujarat Gramin Bank
- 9) RBL Bank
- 10) Karur Vysya Bank
- 11) AXIS Bank
- 12) ICICI Bank
- 13) HDFC Bank
- 14) Kotak Mahindra Bank
- 15) IndusInd Bank
- 16) DCB Bank
- 17) FEDERAL Bank
- 18) YES Bank

All the eligible banks are instructed to collect the original documents/ papers of guarantee from the concerned tendering authority.

Bidders are advised to keep referring the website of Finance Department for the updated list of banks for FY 2019-20.

Annexure 19: MEP, Interiors, Furniture Details for Shrestha Bharat Bhawan

MEP

EQUIPMENT	UNIT OF MEASURE	QUANTITY	MAKE	SITC
Transformers-1000 KVA	NO	2	Universal	Universal
DG sets -1010KVA	NO	2	Sterling Wilson	Sterling Wilson
Chiller (screw type) -150 TR	NO	2	Diakin	Diakin
STP -120 KLD	SET	1	Apurva Water Management	Apurva Water Management
WTP - 8.5 cubic meter /hr	SET	1	Apurva Water Management	Apurva Water Management
Boiler- 3.61 lac k cal/Hr 420 KW X2 Nos	No	2	ECOMAX	STG
RO -0.35 cubic meter/Hr	SET	1	Apurva Water Management	Apurva Water Management
FPS pumps-main pump-137cu meter/hr-13 bar	No	2	Kirloskar	Kirloskar
FPS pumps- 10.8 cu meter/hr -8.8 bar	No	1	Kirloskar	Kirloskar
Cooling Tower-170TR	No	2	Pharapur	Pharapur
BMS	SET	1	Johnson control	Johnson control
CCTV	NO	85 (Total)	Pelco	Johnson control
Access Control	NO	12	CEM	Johnson control
FAS PANEL	NO	1	Simplex	Johnson control
Hooter/Smoke detector	NO	300	Simplex	Johnson control
Door Fram metal detector	NO	1	Sivananda	Johnson control
Boom barrier	No	12	NICE	Johnson control

Volume I: Instructions to Bidders

INTERIOR FURNISHING SPECIFICATIONS

SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
Guest Room				
1	Mattress - 1.8 x 2m	Nos	65	Brand:- King Koil, Product :- Guest Rest Euro Soft, Specification:- Pocket Spring In Core Layer+2" Ultra Plush Softy Foam In Eurotop Give Soft Luxurious Feel, 1800mm(L) / 2000mm(W) / 254(T)
2	Extra Mattress - 1.8 x 1.2m	Nos	26	Mattress:- King Koil - Guest Rest Euro Soft 6"
3	Mattress Topper - 1.8 x 2m	Nos	65	Description:- Micro Fibre, 100 % Cotton Fabric, Hypo allergen-free, Dust Mine Free, Washable, Thickness Approx 2", COLOUR: White, PATTERN: Diamond, GSM: 500 GSM, 72"/78"
4	Mattress Protector	Nos	65	Brand :- Peps, Material :- 80% Cotton-20 % Polyester Surface Water Proof, Breathable Fabric, Side Border Cotton Lycra Elastic Up to For 12" Mattress, Color:- White GSM :- 250, 72"/78"/13" (W/L/T)
5	Main Curtain	Nos	52	Curtain Fabric - Ddecor ICON-FIDELON_CZ-DBY31297CZ_140-193, Block out Fabric - Ddecor Dimout Satin SRD 55574-140cms
6	Sheer Curtain	Nos	52	Sheer Fabric - Ddecor NEWCOL_SA-SHEER10322-140-PLAIN
7	Shower Curtain	Nos	52	Shower Curtain Fabric - Water repellent fabric, SS rod with chrome coated hooks & SS conceal
8	Bed	Nos	52	1800X1800mm - laminate Finish - As per drg
9	Side Table with Drawer	Nos	104	450X450X450mm - As per drg
10	TV	Nos	52	TV UNIT-PANASONIC, MODEL NO - 43F200
11	Setup Box	Nos	52	HD Setup boxes - Dish TV
12	Mini Bar	Nos	52	MINI BAR - Elan Pro 60 Lt. Glass Door
13	Magnifying Glass	Nos	52	MAGNIFYING GLASS-Stainless steel 8" dia magnifying 10x mirror fixed to wall
14	Electric Kettle	Nos	52	MAKE - PRESTIGE, 1.8 LITRE CAPACITY
15	Hair Dryer	Nos	52	MAKE - WEGO, 1000 WATT WITH STAND
16	Safe Locker	Nos	52	Model: E Bio, Size: 200(h) x 420(w) x 370(d)

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SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
17	Bed Spread	Nos	156	COLOR : White, TYPE : 1 cm satin Stripe, SPECIFICATION : 300 TC 60's compact yarn 100 % Cotton
18	Duvet	Nos	104	COLOR : White, SHELL TYPE : Micro Polyester satin, SPECIFICATION : 350 GSM 300TC Thermal Bonding Fiber filing, DESIGN PATTERN : Diamond, SIZE : 100"x100"
19	Duvet Cover	Nos	156	COLOR : White, TYPE : 1 cm satin Stripe, SPECIFICATION : 300 TC 60's combed yarn Flap 100 % Cotton, SIZE : 102"x102"
20	Pillow	Nos	234	COLOR: White, SHELL TYPE : 100% Cotton 180 Thread count, FILLER : 900gms 0.9D Soft Microfiber Filling 100% white down anti-microbial, SIZE : 18"x28"
21	Pillow Cover	Nos	208	COLOR : White, TYPE : 1 cm satin Stripe, SPECIFICATION : 220 Thread count 40 combed yarn Flap type 100 % Cotton
22	Bathmat	Nos	156	COLOR : White, TYPE : Ring Spun superior quality yarn Terry cotton, SPECIFICATION : 500gms -600gsm, Weft : 16's, Warp : 2/20's, Pile : 2/20's, SIZE : 30"x60"
23	Towel	Nos	208	COLOR : White, TYPE : Ring Spun superior quality yarn Terry cotton, SPECIFICATION : 300gms-350gsm, Weft : 16's, Warp : 2/20's, Pile : 2/20's, SIZE : 20"x30"
24	Bed Spread for Extra Bed	Nos	52	COLOR : White, TYPE : 1 cm satin Stripe, SPECIFICATION : 300 Thread count 60's compact yarn, Weft : 175, Warp : 57X2, 100 % Cotton, SIZE : 80"x112"
25	Bed Cover for Extra Bed	Nos	52	BEDCOVER: Terry Cotton Surface Water Proof, Breathable Fabric, Cotton Lycra White 200 GSM
26	Mid Back Task Chair	Nos	52	Wipro Spice Chair
27	Decorative Bed Runner	Nos	104	Brand: D'Essentialz, Collection: Safari, Nomad, Shade: Red Acacia, Dimensions: 2250mm (L) X 600mm (W)
28	Cushions	Nos	208	Material: 100% hypo-allergenic fibre fill 800 to 1000 GSM, Shade: White, Dimensions: 18in (L) X 18in (B)

Volume I: Instructions to Bidders

SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
29	Decorative Cover for Cushions	Nos	208	Description: Customized to match to Bed runner, Color: Red
Conference & Office Room				
1	Fabric Panel	Nos	4	Cotton Dicey Fabric, Color: Beige, Area: 4700mm X 2150mm
2	Pinup Board	Nos	2	Cotton Dicey Fabric, Shade: 164 Dimensions: 1200mm (L) X 1800mm (H)
3	Movable Partition	Sqm	30	Operable Partitions - 50 DB -Less than 6m height, Manual operation system 100mm thick MDF panels with sound isolation value of 51 dB
4	Storage Unit - 750 x 450 x 750mm - Type-1	Nos	12	Monarch - 750Wx450Dx750H PLB Storages
5	Conference Table	Nos	2	Monarch - 2400Wx1200Dx750H Meeting table
6	Conference Chair	Nos	14	Monarch - High back chair
7	Storage Unit - 750 x 450 x 750mm - Type-1	Nos	8	Monarch - 750Wx450Dx750H Metal Storages with PLB shutters
8	Work Station	Nos	4	Monarch - 1200x700Dx1200H Linear Work Stations
9	Work Station Chair	Nos	4	Monarch - Mid back chair
10	Cabin Table-1	Nos	1	Monarch - Cabin-1500Wx600D-Main 1050Wx450Dx750H -side table
11	Cabin Table-2	Nos	1	Monarch - Cabin-1500Wx600D-Main 600Wx450Dx750H -side table
12	Cabin Chair	Nos	6	Monarch - High back chair
13	1 Seater Sofa	Nos	1	890W x 675H x 750D x Seat height 440mm, Fabric: Ddecor Collection: Creative Basic 01 Shade: Dicey 122 DBY60285, Legs with MS with powder coated
14	2 Seater Sofa	Nos	1	1660W x 675H x 750D x Seat height 440mm, Fabric: Ddecor Collection: Creative Basic 01 Shade: Dicey 122 DBY60285, Legs with MS with powder coated
15	Centre Table	Nos	1	1200x600x450mm, 19mm Rubber wood with polished to match Mystic walnut (10511 merino), MS frame with black powder coated finish

Volume I: Instructions to Bidders

SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
16	Blinds	Nos	4	Description: Roller Blinds, Brand: Hunter Douglas, Collection: Roller Shades, Shade: Basket White/White 3%, Dimensions: 2600mm (L) X 1800mm (H)
17	Projector Screen	Nos	2	PROJECTOR SCREEN-Motorized With Remote
18	Storage Cabin Case	Nos	1	As per drg
Restaurant, Coffee Shop & Visitors Lounge				
1	TV & Setup Box	Nos	1	TV UNIT-PANASONIC 55" 4 K LED TV MODEL 55FX600 D
2	Setup Box	Nos	1	HD Setup boxes - Dish TV
3	Curtain	Nos	10	Curtain Fabric - GLAMOUR-VENICE-DBY 21491 CHINTZ-140-PLAIN, Block out Fabric - Dimout Satin SRD 55574-140cms
4	Dining Chair	Nos	71	500W x 620D x Back height 852mm x Seat height 450mm, Fabric: Ddecor Collection: Creative Basic 01 Shade: 67 DBY60646 Vinny, Rubber wood legs with polished to match Mystic walnut (10511 merino)
5	Coffee Shop Chair	Nos	40	As per drg, Fabric: Ddecor Collection: Jacquard 4 Shade: 2254 CAT3, Rubber wood legs with polished to match Mystic walnut (10511 merino)
6	1 Seater Sofa - Visitors Lounge	Nos	8	800W x 675H x 750D x Seat height 440mm, Fabric: Ddecor Collection: Aura Prism II Shade: 26 Teconica F11980, Legs with MS with powder coated black
7	2 Seater Sofa - Visitors Lounge	Nos	4	1660W x 675H x 750D x Seat height 440mm, Fabric: Ddecor Collection: Aura Prism II Shade: 26 Teconica F11980, Legs with MS with powder coated black
8	3 Seater Sofa - Restaurant	Nos	3	1700W x 700D x Seat height 450mm x Back sofa height 710mm x Seat depth 475mm, Fabric: Ddecor Collection: Creative Basics 01 Shade: 67 DBY60646 Vinny, Base Rubber wood with polished to match Mystic walnut (10511 merino)

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SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
9	1 Seater Sofa - Coffee Shop	Nos	1	800W x 675H x 750D x Seat height 440mm, Fabric: Ddecor Collection: Aura Prism II Shade: 26 Teconica F11980, Legs with MS with powder coated
10	2 Seater Sofa - Coffee Shop	Nos	1	1660W x 675H x 750D x Seat height 440mm, Fabric: Ddecor Collection: Aura Prism II Shade: 26 Teconica F11980, Legs with MS with powder coated
11	C Shaped Seater Sofa - Coffee Shop	Nos	1	As per drg, Fabric: Ddecor Collection: Aura Prism II Shade: 26 Teconica F11980
12	4 Seater Dining Table - Restaurant	Nos	10	900L x 900W x 750H, Rubber wood with polished to match Mystic walnut (10511 merino)
13	6 Seater Dining Table - Restaurant	Nos	11	750L x 750W x 750H, Rubber wood with polished to match Mystic walnut (10511 merino)
14	6 Seater Dining Table - Restaurant	Nos	3	1200L x 750W x 750H, Rubber wood with polished to match Mystic walnut (10511 merino)
15	Centre Table - 600mm Dia - Visitors Lounge	Nos	5	600mm Dia x 450H, 16mm thick comm. Ply with Veneer clear PU polish, MS with powder coated
16	Centre Table - 600mm Dia - Coffee Shop	Nos	5	600mm Dia x 450H, 16mm thick comm. Ply with Veneer clear PU polish, MS with powder coated
17	Centre Table - Visitors Lounge	Nos	1	1200x600x450mm, 19mm Rubber wood with polished to match Mystic walnut (10511 merino), MS frame with black powder coated finish
18	Centre Table - Coffee Shop	Nos	1	1200x600x275mm, Rubber wood with polished to match Mystic walnut (10511 merino), Square legs
19	Coffee Shop Table	Nos	10	800x800x750mm, 19mm Rubber wood top 36mm thick with polished to match Mystic walnut (10511 merino), MS with black powder coated finish
20	Bar Stool	Nos	4	As per drg, Fabric: Ddecor Collection: Jacquard 4 Shade: 2254 CAT3, Rubber wood legs with polished to match Mystic walnut (10511 merino)

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SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
21	Coffee Shop Front Counter	Nos	1	As per drg
22	Coffee Shop Rear Counter	Nos	1	As per drg
23	Restaurant Counter	Nos	1	As per drg
24	Visitors Lounge Counter	Nos	1	As per drg
25	Kids Chair	Nos	6	Adjustable type wooden chair
26	AP Spoon	Nos	336	AWK - DELTON 8 INCHES
27	AP Fork	Nos	336	AWK - DELTON 10 INCHES
28	AP Knife	Nos	276	AWK - DELTON 8 INCHES
29	Soup Spoon	Nos	276	AWK - DELTON 6.5 INCHES
30	Ice Tong	Nos	72	AWK - 6 INCHES
31	Butter Knife	Nos	180	AWK - DELTON 7 INCHES
32	Noodle Tong	Nos	18	AWK - 6.5 INCHES
33	Spatchula/Gateaux Slicer/ Pie Server/ Pastry Slicer	Nos	12	AWK - 10 INCHES
34	Ice cream Scooper	Nos	4	AWK
35	Dessert Spoon	Nos	336	AWK - DELTON 7 INCHES
36	Dessert Fork	Nos	336	AWK - DELTON 6.9 INCHES
37	Tea Spoon	Nos	516	AWK - DELTON 5.4 INCHES
38	Sundae Spoon	Nos	24	AWK - DELTON
39	Demi Spoon	Nos	60	AWK - DELTON 4.5 INCHES
40	Salad Tong/ Bread/ Service	Nos	48	AWK - 8.5 INCHES
41	Cheese Knife	Nos	12	AWK - DELTON 8 INCHES
42	American Trays	Nos	36	CFX FIBER GLASS ANTI SKID TRAY 15X20, 16X22 & 18X26
43	Tray Stands	Nos	6	CFX TRAY JACK STAND SS
44	Beverage Rounds	Nos	48	CFX FIBER GLASS ANTI SKID SALWAR 14 & 16
45	Centre Point for Tables	Nos	36	PASA VASE 43407 (FLORA)
46	Bill Folder	Nos	22	

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SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
47	Finger Bowl with Underliner	Nos	180	MATT FINISH
48	Bread Basket	Nos	96	DS BREAD BASKET CAPSULE 20CM & 22CM
49	Hot Water Flask	Nos	9	FL VACUUM FLASK CHROME 1.9LTR
50	Water Jugs	Nos	18	DS JUG TANGO
51	Ice Bucket	Nos	70	AWK ICE BUCKET
52	Straw Holder	Nos	69	SS Straw Holder
53	Toothpick Holder	Nos	45	SS Toothpick Holder
54	Water Tumbler	Nos	330	ARCOROC ISLANDE 30CL
55	Glass For Juice (Buffet)	Nos	318	ARCOROC ELEGANCE 17CL
56	Centro Beverage (Fresh Lime, Lassi, Chaas)	Nos	138	BRASSERIE 28.5CL
57	Tom Collins (Aerated Beverages)	Nos	180	ARCOROC ELEGANCE 34CL
58	High Ball	Nos	180	ARCOROC ELEGANCE 28CL
59	Footed Glass (Ice Tea, etc.)	Nos	48	BRASSERIE 42.5CL
60	Margarita	Nos	48	ARCOROC CABERNET MARGARITA 44CL
61	Martini	Nos	48	ARCOROC CABERNET COCKTAIL 30CL
62	Old Fashioned	Nos	60	ARCOROC ISLANDE 38CL
63	Studio Rock (Mock tails)	Nos	60	ARCOROC SHETLAND 35CL
64	Champagne Tulip	Nos	102	ARCOROC ELEGANCE FLUTE 17CL
65	Hurricane Glass	Nos	48	ARCOROC ELEGANCE HURRICANE COCKTAIL 44CL
66	AP Wine Glass	Nos	102	ARCOROC ELEGANCE REDWINE 25CL
67	Ice Cream Bowls	Nos	162	ARCOROC QUADRO ICE CREAM CUP 30CL
68	B & B Plate - 17 cm	Nos	330	ROUND PLATE 17 CM BANQUET BAFF17
69	Dessert Plate	Nos	330	ROUND PLATE 24 CM BANQUET BAFF24
70	Full Plate - 29 cm	Nos	225	ROUND PLATE 29 CM BANQUET BAFF29

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SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
71	A'la Carte Plate - Round 32 cm	Nos	84	ROUND PLATE 31 CM BANQUET BAFP31
72	Dal Bowl - 9 cm	Nos	270	ROUND BOWL 9 CM NANO NNBW09
73	Curd Bowl - 12 cm	Nos	84	ROUND BOWL 12 CM NANO NNBW12
74	Soup Bowl	Nos	180	CREAM SOUP BOWL W/O HANDLE 30 CL BANQUET BACS01
75	Saucer For Soup Bowl - 17 cm	Nos	180	BOWL STAND 17 CM BANQUET BAST01
76	Cereal Bowl	Nos	135	SALAD BOWL 12 CM RONDO BASP12D7
77	Underliner for Cereal Bowl	Nos	135	SAUCER 15 CM RONDO BASA15D7
78	Butter Ramequin 9 cm	Nos	65	BUTTER RAMEQUIN-STACKABLE 8 CM BANQUET BABR02
79	Chutney Pot - 9 cl	Nos	240	BUTTER RAMEQUIN 7 CM BANQUET BABR01
80	Tea Cup - 23 cl	Nos	330	CUP -STACKABLE 23 CL BANQUET BACU23
81	Saucer For Tea Cup - 16 cm	Nos	330	SAUCER 15 CM BANQUET BASA15
82	Coffee Cup - 34 cl	Nos	195	FLORA MUG 36 CL BANQUET BAFMG36
83	Saucer For Coffee Cup - 16 cm	Nos	195	SAUCER 15 CM BANQUET BASA15
84	Demi Tasse Cup - 9 cl	Nos	66	CUP -STACKABLE 9 CL BANQUET BACU09
85	Saucer for Demi Tasse Cup	Nos	66	SAUCER 13 CM BANQUET BASA13
86	Coffee Mugs For Rooms	Nos	156	MUG 26 CL BANQUET BAMG26
87	Pizza Plate - 32 Cm	Nos	66	PIZZA PLATE 32 CM BANQUET BAPP32
88	Egg Cup -13 Cm	Nos	60	EGG CUP BANQUET BAEG01
89	Creamer Prime - 15 Cl	Nos	45	RONDO - BACR15D7
90	Creamer Prime - 25 Cl	Nos	24	RONDO - BACR25D7
91	Sugar Pack Holder - 11cm	Nos	154	SUGAR PACK HOLDER 11 CM BANQUET BASH01
92	Salad Plate - 26 Cm (A'la Carte)	Nos	60	SALAD BOWL 25 CM BANQUET BASP25
93	Soup Plate - 23 Cm (A'la Carte)	Nos	60	ROUND DEEP PLATE 23 CM BANQUET BADP23
94	Pasta Plates / Bowls	Nos	60	PASTA PLATE 30 CM BANQUET BADP30

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SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
95	One Portion Bowl	Nos	148	RONDO - BAS16D7
96	Two Portion Bowls	Nos	36	SALAD BOWL 31 CM BANQUET BASP31
97	Salt Shaker (Table Top)	Nos	36	SALT SHAKER BANQUET BASS01
98	Pepper Shaker (Table Top)	Nos	36	PEPPER SHAKER BANQUET BAPS01
99	Tea Pots - 2 Portion	Nos	36	TEA POT WITH LID 40 CL BANQUET BATP40
100	Tea Pots - 4 Portion	Nos	18	TEA POT WITH LID 80 CL BANQUET BATP80
101	Tea Pots -6 Portion	Nos	12	TEA POT WITH LID 100 CL BANQUET BATP100
102	Coffee Pots - 2 Portion	Nos	36	COFFEE POT WITH LID 35 CL BANQUET BACP35
103	Coffee Pots - 4 Portion	Nos	18	COFFEE POT WITH LID 70 CL BANQUET BACP70
104	Portion Platter - 1 Portion	Nos	180	RECTANGULAR PLATE 21 CM CLASSIC CLRP21, OVAL PLATE 26 CM BANQUET BAOP26, OVAL PLATE RIMLESS 26 CM NANO NNOP26, SQUARE PLATE 27 CM CLASSIC CLSP27, RECTANGULAR PLATE 33 CM CLASSIC CLRP33
105	Portion Platter - 2 Portion	Nos	72	RECTANGULAR PLATE 38 CM CLASSIC CLRP38, OVAL PLATE 32 CM BANQUET BAOP32, DROP SHAPE 35.5X18.5 MINIMAX ACDS01, OVAL PLATE RIMLESS 32 CM NANO NNOP32
106	Watercooler	Nos	4	500lts
107	Moda Chair	Nos	2	500x500x450mm, Fabric: Ddecor Collection: F200106
108	Side Station	Nos	4	1200W x 1500H x 450D, 19mm Merino ply with 1mm Mystic walnut (10511 merino)
Reception Lounge				
1	TV & Setup Box	Nos	1	TV UNIT-PANASONIC 55" 4 K LED TV MODEL 55FX600 D
2	Setup Box	Nos	1	HD Setup boxes - Dish TV
3	Reception Lounge Counter	Nos	1	As per drg
4	Reception Chair	Nos	4	Monarch - Mid back chair
5	2 Seater Sofa	Nos	2	1475W x 750D x 420mm leg height x back height 675mm x hand height 575mm, Fabric: Ddecor Collection: Aura Prism II Shade: 118

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SL. NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	MAKE & SPECIFICATIONS
				OLTON_NC DBY70301NC, Rubber wood legs with polished to match Mystic walnut (10511 merino)
6	3 Seater Sofa	Nos	1	1975W x 750D x 420mm leg height x back height 675mm x hand height 575mm, Fabric: Ddecor Collection: Aura Prism II Shade: 118 OLTON_NC DBY70301NC, Rubber wood legs with polished to match Mystic walnut (10511 merino)
7	Centre Table	Nos	1	1200x600x275mm, Rubber wood with polished to match Mystic walnut (10511 merino), Square legs
Other Areas				
1	First Aid Room Chair	Nos	1	Monarch - Mid back chair
2	First Aid Room Table	Nos	1	Monarch - Cabin-1200Wx600D-Main 600Wx450Dx750H -side table
3	Chef Room Chair	Nos	1	Monarch - Mid back chair
4	Chef Room Table	Nos	1	Monarch - Cabin-1200Wx600D-Main 600Wx450Dx750H -side table
5	Reception Manager Room Chair	Nos	3	Monarch - Mid back chair
6	Reception Manager Room Table	Nos	1	Monarch - Cabin-1200Wx600D-Main 600Wx450Dx750H -side table
7	Security Room Chair	Nos	4	Monarch - Mid back chair
8	Staff Room Lockers	Nos	10	Godrej - 300 x 450 x 1800mm
9	Luggage Room Lockers	Nos	12	Godrej - 300 x 450 x 1800mm
Outdoor				
1	Outdoor Table - Restaurant	Nos	6	750L x 750W x 750H, Honnie Wood with polished to match Mystic walnut (10511 merino)
2	Outdoor Chair - Restaurant	Nos	12	460W x 410D x Back depth 420mm x Back height 820mm, Honnie Wood Seating & Back Rest with polished to match Mystic walnut (10511 merino)

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3	Outdoor Table - Coffee Shop	Nos	4	800x800x750mm Base 600x600mm, Honnie wood with polished to match Mystic walnut (10511 merino), Vertical frame to be in circular pipe and bottom legs in sq. pipe
4	Outdoor Chair - Coffee Shop	Nos	16	
5	Pool Lounger	Nos	6	Table Size:18"x18", MS powder coated frame & weaving OF pvc rattan, Feather From cushion with water repellant Fabric. Fabric - White, Wicker Color - Brown color (RAL8014)
6	Umbrella	Nos	6	8 ftx8ft round & 8 ft height, Side pole umbrella Alluminium Frame Adjustable, Umbrella shall be white, Pole shall be in brown color (RAL8014)
7	Storage	Nos	4	MS powder coated frame With HDPE Weaving Without pillows, Color - matched to brown (RAL 8014)
8	Outer Pool Bench	Nos	6	Size:1200x450x450mm, MS frame & Teak wooden Top 65mmx18xx Frame Duly Powder coated, Top seating shall be dark brown (RAL 8014), Base leg - Grey or black
Change Room				
1	Towel	Nos	32	COLOR : White, TYPE : Ring Spun superior quality yarn Terry cotton, SPECIFICATION : 300gms-350gsm, Weft : 16's, Warp : 2/20's, Pile : 2/20's, SIZE : 20"x30"
2	Bench	Nos	12	1.2 x 0.45 x 0.45m, Rubber wood with polished to match Mystic walnut (10511 merino)
3	Lockers	Nos	28	Godrej - 300 x 450 x 1800mm

Important note:

1. SSNNL shall make provisions for billing / accounting of the usage through separate metering or any other method as deemed fit.
2. The Warranty of all the installations shall be as per the terms and conditions as per the purchase order. All such machinery / equipment shall be provided to the Licensee on an "as is where is basis".