



**Department of Tourism & Civil Aviation (DOT), Government of
Himachal Pradesh
SHIMLA. HP**

Tel. No.: 0177-2625939, 2625924

PAPERS TO BE GIVEN AS TENDER DOCUMENT WITH EACH TENDER

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**Department of Tourism & Civil Aviation (DOT), Government of Himachal Pradesh
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NOTICE INVITING TENDER

Sealed EOI/ Tenders for Leasing out of Restaurant at Tourist Information Centre at Tutikandi Bypass Shimla are hereby invited from the interested parties on the prescribed form available in the office of **Deputy Director Tourism & Civil Aviation, SDA Complex Block No. 28 Kasumpti Shimla-9, H.P.** by depositing non-refundable payment of `1,000/- in each case. The EOI/ tender documents can also be downloaded from the HP Tourism Website: www.himachaltourism.gov.in and in that case the EOI/ tender cost of `1,000/- each should be paid through bank draft drawn on any Nationalized Bank in favour of **Director, Tourism & Civil Aviation, H.P. Shimla** payable at Shimla and should be attached with the EOI/tender documents.

The EOI/ tender document containing bid complete in all respects should reach in the office of the **Deputy Director Tourism & Civil Aviation, SDA Complex Block No. 28 Kasumpti, Shimla-9, H.P.** on or before 10-07-2019 by 11 A.M, which will be opened on the same day at 11.30 A.M. in the presence of the tenderers or their representatives who may like to be present at that time. The sale of EOI/ tender document will commence on the next date of publication of this tender notice and will close on the date specified in the tender document. The interested parties fulfilling the requisite terms & conditions should quote their maximum (highest bid) rates alongwith earnest money as given in the tender document mentioning the name of tenderer on the envelop.

All the parties should also give a brief profile about their company and the facilities available, their turnover etc. as per detail given in the attached annexure.

The **Deputy Director Tourism & Civil Aviation** reserves the right to reject all or any of the tenders without assigning any reason thereof. The Tenders, which are conditional/ incomplete/ belated/ without earnest money, will not be entertained.

**DEPUTY DIRECTOR
Tourism & Civil Aviation,
Shimla-9, H.P**

Dear Sir/ Madam,

The **Department of Tourism & Civil Aviation, H.P.** intends to lease out _____ on annual Lease basis for a period of Ten (10) years, for which sealed tenders are hereby invited from the well reputed company/ firm / individual as per terms & conditions mentioned at **Annexure-‘A’** and format of Financial Bid mentioned at **Annexure-B & Check list at Annexure-‘C’** respectively.

The Bidder shall have to furnish the offer in sealed envelop, clearly mentioning Bid for Leasing of _____. The envelop must indicate the description of the tender and then should be placed in the sealed cover. The tender must be sealed and bear the stamp of the firm on the face of the envelop and outer sealed cover. The bid will be opened on due date as mentioned in the tender document.

**DEPUTY DIRECTOR
Tourism & Civil Aviation,
Shimla H.P.**

**Signature of the tenderer
With Seal and date.**

**Department of Tourism & Civil Aviation (DOT), Government of
Himachal Pradesh
SHIMLA. HP**

Tel. No.: _____

TENDER DOCUMENT

1.	No.	Date
2.	Name and Address of the party	
3.	Tender Document for	Leasing out of _____
4.	Earnest money	50,000/- for each property.
5.	Cost of tender	1,000/- each
6.	Particular of Receipt against which this document has been sold	Receipt No. _____ dated _____
7.	Financial capability of each bidder for the last 5 accounting years (2013-14, 2014-15, 2015-16, 2016-17, 2017-18 i.e. alongwith Registration certificate in case of firm/Company	
8	Net Worth as at 31 st March,2018	
9.	Average Annual Turn over of the Bidder as per audited annual accounts during the last 3 years.	
10.	Income Tax return of the Bidder for the last 3 years	
11.	Last date of sale of tender	_____ at 5 P.M.
12.	Last date for submission of tender	_____ at 11 A.M.
13.	To be opened on	_____ at P.M.

Note:-

- 1) Attach certified copies of Annual Audited Balance Sheets for the past 3 years (2015-16, 2016-17, 2017-18).
- 2) The above data, duly certified, must be submitted for all Consortium members.

ANNEXURE-'A'

Department of Tourism & Civil Aviation (DOT), Government of Himachal Pradesh SHIMLA. HP

Terms & Conditions:

1	The tenderers shall furnish the offers in a sealed envelope clearly mentioning _____ accompanied by earnest money deposit (EMD) as mentioned in the tender document, in the shape of bank draft in favour of Department of Tourism & Civil Aviation, H.P. payable at Shimla. The envelopes containing the tender shall be properly sealed.
2	The tender should reach by specific date & time alongwith the requisite amount of earnest money. The tenders without earnest money will not be entertained and shall be rejected straightway. The rates should be quoted in figures as well as in words.
3	The bidder can be a person, trust, partnership firm, registered co-operative society, private limited company or a public limited company registered in India.
4.	The bidder should be legally competent to enter into contract as per prevailing laws and shall submit a certified copy of registration.
5.	Bidder can apply for one or both properties, if there are more than one property are advertised. However, separate tender is required for each property.
6	Only the bidders meeting both the following three conditions will be considered pre-qualified/ eligible for the project. <ul style="list-style-type: none">• Should have experience of developing/ operating and managing hotels/ resorts/ lounge/ commercial and office buildings/ entertainment complex/ educational institutes/ multiplex theatre etc. for the last 3 (three) years.• A Minimum average annual turnover of Rs.25.00 lacs in the last three years for each location/property.• A Minimum net worth of Rs. 10.00 lacs as on 31st March, 2018 for each location/property.
7	Bids submitted by a consortium of persons/ firms shall also be considered. In case of a Bid by a Consortium of firms a member of the Consortium shall be liable jointly and severally, for the execution of the project in accordance with the terms of the Lease Agreement.
8	It would be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of; <ul style="list-style-type: none">a. The requirements and other information set forth in this the 'Request For Proposal' (RFP) document.

	The various aspects of the project including, but not limited to the following;
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	<p>(i) The Project Site, existing facilities and structures, access roads and utilities in the vicinity of the Project Site and</p> <p>(ii) All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the project.</p> <p>(iii) It shall be given on lease rent on "as is where basis is". The first party shall have every right to inspect the property at any time and the second party shall have no objection to do so.</p> <p>The Department of Tourism & Civil Aviation, H.P. shall not be liable for any mistake or error or neglect by the Bidder in respect of the above clauses. Proposals that are not substantively responsive to the requirements of this Request For Proposal' (RFP) document will be rejected.</p>
9	The bidder shall pay annual rent to the Department of Tourism & Civil Aviation, H.P. as per the half yearly advance payment as per schedule fixed at the time of execution of Agreement by issuing multi city postdated cheques in favour of Department of Tourism & Civil Aviation, H.P. on account of payment of future installments as fixed on account of renting out of the property(ies).
10.	There will be an increase of 10% on the rent on completion of every year.
11.	Tender of only those parties will be considered who quote their rates as per our NIT, Terms Condition. Tenders not conforming to our NIT are liable to be rejected.
12	The EMD of successful tenderer will be converted into security till the validity of contract and will be refunded after the expiry of the rate contract, provided no complaint regarding their product is pending. The EMD of unsuccessful tenderer will be returned after completion of tender process.
13	Latest Income tax, C.S.T./VAT clearance certificate alongwith registration No. be attached.
14	If the tenders opening day happens to be holiday, the same will be accepted and opened on the next working day.
15	The attempt on the part of the tenderer, to negotiate directly or indirectly, with the authority to whom the tender is being submitted or with the tender accepting authority, before the finalization of tenders, will make tenderer liable for exclusion from the consideration of his/her tender.
16	Deputy Director, Department of Tourism & Civil Aviation, H.P. reserves the right to reject all or any tender without assigning any reason whatsoever.
17	Any dispute, arising out of this contract will be under the jurisdiction of Shimla Court.

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18	The competence and capability of the Bidders, who meet the minimum eligibility criteria mentioned in para-6 is proposed to be established through the following two parameters; (i) Technical Capability (ii) Financial Capability
19	Technical Capability Criteria The Bidder needs to provide details of experience of developing/ operating and managing Hotels/ resort/ lounge/ commercial and office buildings/ entertainment complex/ educational institutes/ multiplex theatre etc. for last three (3) years.
20.	Financial Capability Criteria The financial Bid titled as “Financial Bid for _____(name of property) shall be submitted as per enclosed Annexure-‘B’. The tender shall be decided on highest lease rent per annum basis. The bidders need to provide details of its (in case of consortium, details of all consortium members) Net Worth and Turnover for the last three years.
21	In case of Bid by Consortium of bidders
22	Each consortium, if awarded any hotels, must enter into a Memorandum of Agreement (“MoA”) in the format to be provided by Department of Tourism & Civil Aviation, H.P. This MoA should specify the proposed equity shareholding & nominate a Lead Member of the Consortium. The MOA must also authorize the ‘authorized signatory’ for signing and negotiations with Department of Tourism & Civil Aviation, H.P. for the purpose of these Hotels on behalf of the consortium.
23	In case of consortium, Technical & Financial capabilities of only those members with equity stake equal or greater than 26% shall be considered relevant for evaluation (“Relevant members”)
24	In case, the Bidder is a Consortium, atleast one of the relevant bidders should have the Technical capability given in Clause 19 and the combined net worth & turnover of all relevant members should meet the minimum requirement as given in clause 6.
25	The lead member shall maintain a minimum equity stake of 51% of the aggregate shareholding of the SPC till five (5) years from signing of Lease Agreement.
26	If a firm wishes to bid for the project through one of its subsidiary, the technical

	experience & financial capability of the parent firm could be evaluated for the purpose of pre-qualification. However, in this case, the minimum shareholding of the parent firm should be 51% in the subsidiary.
27	The Bidder must submit audited annual reports of the last 3 (three) years. In case of Consortium, the audited annual reports of each relevant members of the consortium for the last 3 (three) years shall be submitted.
	<p>Net Worth will be calculated as follows:-</p> <p>(a) In case of a Company, Net worth = Paid up Share Capital+ Reserves and Surpluses (Excluding Revaluation Reserves)- Preliminary and pre-operative expenditure and miscellaneous expenditure to the extent not written off.</p> <p>(b) Any other assets/ liabilities appearing in the balance sheet and contingent liabilities affecting the net worth shall be computed by Department of Tourism & Civil Aviation, H.P. to compute the net worth.</p> <p>(c) In case of a Partnership firm, the contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the Partnership Firm.</p> <p>(d) If an Individual Investor or Partnership Firm or Group/ Associated Companies are proposing to invest in the project company, then, such investors shall be approved to the satisfaction of Department of Tourism & Civil Aviation, H.P.</p> <p>(e) Individual Net worth statement certified by a Chartered Accountant or the certified copies of Statement of Net Worth submitted to Income Tax Authority shall be required at an appropriate stage for the purpose of calculating the net worth of investors for the project company to demonstrate their financial capabilities.</p> <p>The turnover of the bidder could be from any of its business activities.</p>
29	Earnest Money Deposit
	<p>A refundable Earnest Money Deposit (EMD) of <u>Rs.50,000/- for each location/property (Rupees fifty thousand only)</u> in favour of Department of Tourism & Civil Aviation, H.P. Shimla” shall be submitted alongwith the Technical Proposal.</p> <ul style="list-style-type: none"> • The Earnest Money Deposit shall be payable by Demand Draft drawn on a nationalized bank or any scheduled bank acceptable to Department of Tourism & Civil Aviation, H.P. and payable at Shimla, in favour of Deputy Director, Department of Tourism & Civil Aviation, H.P. • The EMD of unsuccessful bidders shall be returned within 60(sixty) days of the Proposal Submission Date. <p>No interest shall be payable on the EMD amount by Department of Tourism & Civil Aviation, H.P.</p>
30	<p><u>Performance Security:</u> The bidder shall submit the performance security valid till the expiry of the contract for an amount of Rs.10.00 lacs for each location/property in the shape of unconditional/irrevocable Bank Guarantee issued by an scheduled bank of the country in favour of Department of Tourism & Civil Aviation, H.P.</p>

	<p>The annual lease rent shall be paid in half yearly installment in advance by 7th of the month of 1st and 2nd half. No conditional bid shall be accepted.</p> <p>In case of breach of any of the condition of the agreement, the Corporation reserve the right to forfeit this performance security and formulate the contract.</p>
31	<p>Proposal Preparation Cost The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation and its participation in the bidding process. DOT&CA will not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.</p>
32	<p>Validity of Offer The proposal shall remain valid for a period not less than one hundred eighty (180) days from the due date of submission) (Offer Validity Period). DOT&CA reserves the right to reject any proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of DOT&CA.</p>
33	<p>Right to Reject Tenders DOT&CA reserves the right to accept/reject any/all bids including the highest bid or withdraw the site of the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon DOT&CA.</p>
34	<p>Misrepresentation/ Fraud/ Breach of Terms & Conditions If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid/ lease contract will be cancelled by the DOT&CA. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.</p>
35	<p>On expiry or prior termination of the Agreement, the bidder shall hand over the peaceful and vacant possession of the premises to the DOT&CA and on its failure to do so, the first party shall be entitled to enter the premises and take over the possession of the premises. The possession of the premises shall be handed/ taken over on as is where is basis, free from all encumbrances and the bidder shall not be entitled to any compensation therefor. The bidder shall not be entitled to any refund or compensation or refund of the premium paid, on account of termination of the Agreement prior to the term of lease period for any reason, whatsoever.</p>
36	<p>Payment of water, electricity bills and any other Govt. (Centre/State) taxes, as</p>

	applicable from time to time will be borne by the bidder.
37	Any alterations or modifications to the existing structure shall be done by the bidder only after taking written approval from DOT&CA and any other authority whose approval may be required for this purpose.
38	The _____ will be rented out to the party concerned on as is where basis is.
39	The bidder will keep indemnified DOT&CA for any claim arising out of any cause attributable to any act of omission & commission or any negligence or deficiency on the part of bidder.
40	Both the parties shall have the option to terminate the agreement by giving three months notice on either side.
41	If it is found that the property has been obtained by suppression of any fact or misstatement/ misrepresentation or fraud, DOT&CA shall have unconditional right to take back the property and the facility thereon alongwith the fixtures put in by the second party without any compensation, whatsoever, including refund of the Agreement premium paid till the date of termination.
42	The bidder shall mortgage his property which has the value not less than equivalent total rent of the lease period.
43	The bidder shall not assign, transfer or sublet the premises or any part thereof to any person without the prior consent in writing of DOT&CA nor put it to any use which is in contradiction to the proposal submitted at time of bidding unless allowed to specifically by DOT&CA and any other authority required for promotion of tourism.
44	On the expiry of the Agreement period, the above premises shall revert to DOT&CA free of cost and free from encumbrances.
45	The bidder shall from time to time pay and discharge all rates, taxes, charges, Provident fund of employees, statutory dues and assessments of every description, whether imposed by the Centre/ State Govt. which are now or may at any time hereafter during the continuance of this Agreement be assessed, charged or imposed upon property rented out.
46	Event of circumstance to the extent not caused by the default of DOT&CA shall be considered for the purpose of this Agreement as event of default of the bidder which, if not cured within the time period permitted, if any, shall provide the first party the right to terminate this agreement by giving 30 days' notice in writing.
47	Without prejudice to the generality of the foregoing, the following event shall also

	<p>constitute an event of default of the Second party:-</p> <ul style="list-style-type: none"> (a) The bidder fails to pay the rent, set forth in this Agreement, within the prescribed period therefore. (b) The bidder commits default in complying with any of the terms & conditions of the Agreement. (c) Any other event of default that has been set out in this Agreement or any other act which is against the interest of DOT& CA.
48	<p>The terms and conditions of this document shall be a part and parcel of the Agreement to be executed on this account and the parties will agree to abide by the same The tender document will be annexed to the Agreement as Annexure-_____.</p>
49	<p>This bid document shall be governed by the laws of India/ Himachal Pradesh. The courts and authorities at Shimla shall have exclusive jurisdiction over all matters arising out of or relating to this document.</p>

ANNEXURE-‘B’

“Financial Capability” of each bidder/ relevant Member of the Consortium

Particulars	Year		
Accounting year ended on			
1. Authorized Share Capital			
2. Net Worth as at 31st March,2018			
3. Turnover of the firm as per audited annual accounts during the last 3 years			

Note:

- 1) Attach certified copies of Annual Audited Balance Sheets for the past 3 years (2012-13, 2013-14, 2014-15).
- 2) The above data, duly certified, must be submitted for all Consortium members.
- 3) Income Tax Returns for the last 3 years.

Signed

(Name of the Authorized Signatory)

For and on behalf of

Name of the Bidder)/Lead JV Partner)

Designation

Registration No.

Place:

Date:

Annexure-‘C’

CHECK LIST OF COMMERCIAL TERMS AND CONDITIONS.

Sr. No.	Item	Vendor to Indicate (Please Strikeout the Not Applicable part)
1.	Whether tender cost paid ?	Yes/ No
2.	Whether EMD attached?	Yes/ No
3.	Whether agree to keep EMD as Security till the validity of Agreement?	Yes/ No
4.	Whether agree for time limit as mentioned in Tender Notice?	Yes/ No
5.	Whether Time limit fixed for payment is acceptable?	Yes/ No
6.	Whether it is acceptable that the rent will be increased during the contract period?	Yes/No
7.	Whether jurisdiction of Court acceptable?	Yes/ No

- Note:-** (i) Check-list should be properly filled in, signed by authorized person with seal of company and returned alongwith offer.
- (ii) All documents submitted are to be self attested duly stamped. A list of documents being submitted shall be prepared and enclosed in order.

Date: _____

Signature & seal of the Bidder.

ANNEXURE-‘D’

Broad Features of the Proposal

- (a) Bidder’s understanding of the Technical Feature of the Project.
- (b) Perceived risks & proposal to mitigate the same
- (c) Equity Stake of the Consortium Members
- (d) Roles & Responsibilities of the Consortium Members
- (e) Description of Construction Methodology & quality management procedures.
- (f) Detailed description of how the bidder proposes to meet the Operations and Maintenance requirements and safety requirements.
- (g) Proposed organization chart of the LESSEE and Manpower planning.

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Registration No.

Place:

Date:

ANNEXURE-‘E’
(FORMAT FOR FINANCIAL PROPOSAL)

(To be submitted on Bidder’s letterhead and signed by the Bidder’s authorized signatory)

**Deputy Director,
Tourism & Civil Aviation,**

**Sub: Leasing out of _____ (name of property) located at
.....**

Sir,

We hereby submit our Financial Offer for the captioned lease rent. If the property/ hotel is leased out on annual rent to us, we agree to make the following payments to DOT&CA as per the terms given in the Request for Proposal (RFP) Document and Draft Lease Agreement.

We agree to pay Rs.....(Rupeesonly) as the annual lease rent for the above mentioned Hotel on “lease for _____ years “ as per Draft Lease Agreement.

The annual lease rent shall be increased @ 10% after every year.

This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP document, Draft Rent Lease Agreement and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the Financial proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this bid.

Authorized signatory

Date:

Name and seal of Bidder
Registration No.

Place:

Note: Please make separate Financial Proposals the applicant is applying for.

ANNEXURE-‘F’

AFFIDAVIT

(To be given separately by each constituent of the tenderer on Stamp Paper of

Rs. 10/-)

Whereas I have tendered for the lease contract of _____(
name of the property).

Now, therefore, I, the undersigned, do hereby certify that all the information supplied
is accurate, true and correct.

The undersigned also authorize (s) Sh._____ (name of the person with
designation & company address) and request(s) any bank, _____ (name of
the bank), person or firm to furnish any information requested by the DOT&CA to
verify our pertinent information deemed necessary and reputation.

The undersigned also understands and agrees that further qualifying information as
can be furnished, may be requested and agrees to furnish any such information at
the request of DOT&CA.

The undersigned also understands that furnishing of false information could result in
disqualification of his company of the award of Rent Contract Agreement.

(Signed by an Authorized Signatory of the Firm)_____

Title of Officer _____

Name of Firm & Registration No. _____

(Complete Address)_____

E-mail

Phone No._____

Date _____

Encl: Requisite Power of Attorney

ANNEXURE-‘G’

Undertaking

In consideration of DOT&CA, having awarded to _____, a partnership/ proprietorship/ private limited firm (hereinafter referred to as “ the LESSEE” which expression shall unless it be repugnant to the context or meaning thereof, include its partners or partner/ proprietor for time being or its surviving partner or his heirs and executors, administrators and assignees/ its successors _____, being the LESSEE hereby agree and undertake and indemnify DOT&CA in consequence of all actions, suits, claims and demands brought or made against it in respect of anything done or omitted to be done by the intending LESSEE, in execution of, or in connection with the work of this Agreement, and against any loss or damage to DOT&CA in consequence of any action or suit brought against DOT&CA for anything done or omitted to be done in the execution of the Rent Lease Agreement at any time in accordance with the provisions of the said Agreement.

It is hereby agreed and declared that the Director, DOT&CA or any other officer authorized by him on his behalf shall be the Competent Authority to decide upon the question of any default and remedy to be applied by the LESSEE for their rectification at his cost and Director’s decision shall be final, conclusive and binding upon both DOT&CA and the LESSEE, provided that the Director shall so decide after giving an opportunity to the LESSSEE to represent his case.

We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said authority or an officer action on his behalf or as the case may be, and to rectify properly and promptly the defect found by him.

FOR AND ON BEHALF OF -----

Date _____

Seal _____

Notary Himachal Pradesh State _____

Noted and Registered at Serial Number _____

Accepted by _____

(For & on behalf of (DOT&CA) _____

**Deputy Director
Tourism & Civil Aviation, H.P.**

**Signature of the tenderer
With Seal and date.**