REQUEST FOR PROPOSAL

For
Selection of an Operator for Upgradation/Refurbishment/Renovation, Operation and Management of BN Palace at Paralakhemundi, Gajapati District, Odisha

RFP No. 5127/TSM Date 29 June 2020

Department of Tourism, Government of Odisha
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https://dot.odishatourism.gov.in
Disclaimer

The information contained in this RFP Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Department of Tourism, Govt. of Odisha. or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Tendering Authority to any party other than the bidder who are qualified to submit the Bids (“Bidders”). The principle of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport to contain all the information each Bidder may entail. This Document may not be apposite for all persons, and it is not possible for Tendering Authority, its employees, or advisors to consider the investment objectives, financial situation, and needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this document and where necessary obtain independent advice from appropriate sources. The Tendering Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Document. The Tendering Authority may in its absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.
REQUEST FOR PROPOSALS

Department of Tourism, Government of Odisha

Paryatan Bhawan Lewis Road,
Bhubaneswar-751014

DIRECTOR TOURISM, GOVERNMENT OF ODISHA (hereafter called “Authority”), invites proposals from reputed and experienced hospitality operator(s) for Restoration/Upgradation/Augmentation/Refurbishment/Renovation, Operation and Management of BN Palace at Paralakhemundi, Gajapati District, Odisha.

Interested agencies must satisfy all eligibility criteria stated in Clause 3 of this document.

1. Interested agencies may download the RFP document from Department official website https://dot.odishatourism.gov.in/?q=tender.

2. Application Fee: INR 20,000/- (INR Twenty Thousand only) by way of Demand Draft (Non-Refundable), payable at Bhubaneswar in favour of “Director Tourism” should be submitted along with the bid.

3. Earnest Money Deposit (EMD): INR 5,00,000/- (INR Five lakh only) by way of Demand Draft/ Bank Guarantee (Refundable) be submitted along with the bid.

4. The Demand Drafts/ Bank Guarantee (as applicable) should be drawn in favour of “Director Tourism” payable/encashable at Bhubaneswar.
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1. INTRODUCTION

1.1 Background

Department of Tourism (DoT) aims to develop Odisha as one of India’s most preferred tourist destinations. Concerted efforts are being put in place by Odisha Government to position the state prominently on the domestic and international tourism map. In this endeavour Odisha Tourism Department is giving special importance to planning and developing niche segments like heritage tourism, ecotourism, adventure tourism, sports tourism, cultural tourism, etc. Odisha boasts for a rich cultural and historic heritage prominently seen in the royal families namely Aul, Belgadia, Nilagiri, Dhenkanal, Bhawanapatna, Athamallik, and Paralakhemundi to name a few. Understanding the potential Odisha commands on heritage tourism, Dept. of Tourism (DoT) is putting efforts to unleash heritage potentials of the state.

In this background, DoT has decided to convert the historic BN Palace located in Paralakhemundi (Gajapati district) into a Heritage Hotel through private sector participation. This DoT owned property will be offered to a prominent hospitality group with proven experience in the operation of luxury hotels and resorts through a lease format. An experience in successfully transforming and operating heritage hospitality units will be preferred. The proposed model for this project is the Restore, Refurbish, Operate and Transfer, wherein the lessee will be selected through a competitive bidding process.

1.2 Project Details

Paralakhemundi is an old town and district headquarters of Gajapati district of Odisha. The town and the district share its boundaries with Andhra Pradesh bounded by Srikakulam and Vizianagaram districts of Andhra Pradesh and Ganjam, Kandhamal and Rayagada districts of Odisha.

Gajapati district and Paralakhemundi town possess historical significance as it was the power centre of Gajapati rulers who used to command a large region during that time was extended from the Ganga river basin in the North to Nellore in the South including the present day Ganjam district. Available historical records depict that it was ruler Gajapati Narayan Deb who constituted Odisha as a separate province in the Indian Union and finally merging the Paralakhemundi princely state with Odisha. There are many historical monuments and places in and around Gajapati which have the potential to attract tourists.

Paralakhemundi is accessible from major cities like Bhubaneswar, Vishakapatnam, Srikakulam, etc. and connected via road and rail.

Distance of Paralakhemundi from major cities are shown in the table below:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Distance from Paralakhemundi</th>
<th>Distance in Kms.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Bhubaneswar Airport</td>
<td>282</td>
</tr>
<tr>
<td>02</td>
<td>Visakhapatnam Airport</td>
<td>169</td>
</tr>
<tr>
<td>03</td>
<td>Srikakulam</td>
<td>67</td>
</tr>
<tr>
<td>04</td>
<td>Jharsuguda Airport</td>
<td>464</td>
</tr>
<tr>
<td>05</td>
<td>Raipur Airport</td>
<td>450</td>
</tr>
</tbody>
</table>
Project Site Details:

Project site is located on a land parcel of 21.06 Acres, which includes a two storeyed building and a back-side extension. Also, the property includes a few recently added structure such as multi-purpose amenity centre, Open Air Theatre, Walking Trails, etc.
2. SCOPE OF WORK

2.1.1 The Restore, Refurbish and Operate project would entail designing (for augmentation, refurbishment and restoration), building (including repair), financing, and operation of the Heritage project within a duration of first 18 months of the lease period of 30 (thirty) years. The lessee shall have the rights to undertake modification/ upgrades without compromising on the heritage nature of the property and in compliance with the norms specified in extant Guidelines for Classification of Heritage Hotels issued by Ministry of Tourism, Government of India. The construction of any new component shall be in compliance with the prevailing by-laws and other regulatory frameworks being stipulated by the various governing authorities and development authorities from time to time over the construction phase of the period.

2.1.2 The lessee shall mandatorily complete the restoration/ augmentation work within 18 months from the date of the lease agreement.

2.1.3 The main approach of the project shall be of minimum intervention and usage of compatible materials while upgrading the building for structural strength and services.

2.1.4 The major principles that will be considered in the restoration are as follows:-

➢ Retain visual identity
➢ Minimum intervention with the historical fabric
➢ All design interventions to the historical fabric must not cause any damage to the original building
➢ Authenticity of conservation (to respect the original fabric of the building and the construction details and abstain from any speculative restoration or reconstruction)
➢ Special care must be taken while conserving the decorative features and embellishments to reveal the original design, style, material and workmanship
➢ Effective and efficient reuse of the buildings for long-term sustainability

2.1.5 The scope of work during the lease period shall include, but is not limited to, the below:

➢ Plan and design the Development of BN Palace, Paralakhemundi into a heritage hotel ("Project") at the project site and thereafter, get it approved by the "Monitoring Committee" constituted by DoT and comprising members responsible for approving the design submitted by the bidder and providing recommendations, if any.
➢ Development in accordance with designs/ drawings and specifications approved by Monitoring Committee and conforming to applicable building by-laws of state. The key activities would include:
   • Upgradation/ refurbishment/ renovation, operation and management of palace as a heritage hotel as per approved plans and specifications including parking areas. The indicative list of facilities to be provided (but not limited to) at the hotel may include rooms, bar facility,
cafeteria, restaurants, gym, retail shops, spa, mini convention centre, swimming pool, spice garden, etc.

- Plan, design and develop the infrastructure for entry and exit of vehicles and construction of pavement for circulation, parking, boarding and disembarking as per prevalent norms and standards.
- Plan, provide and construct for overall traffic circulation within the project site and on approach road outside the project site.
- Take over the site on “as is - where is basis”, modify/ upgrade existing buildings/ structures within the project site and remove all dismantled material, scrap and debris.
- Procurement, installation, testing and commissioning of all plants and equipment, machinery, materials and other such requirements of provision of project facilities.
- Any work or service not specifically mentioned here or covered but is complementary, essential and implied to consider the project complete and to make the project/ building functional and operational shall be deemed to have been included in the obligations of the bidder to be executed as per relevant specifications, standards and good industry practice and as per layouts, designs and drawings approved by the Monitoring Committee.

➢ The lessee may reasonably use or allow area in project site for Tourism projects, which are not envisaged at this stage.
➢ In case the heritage property and attached infrastructure have some specific name, that should be retained as it is.

2.1.6 Monitoring Committee-
➢ Monitoring Committee shall be constituted from the inception of the lease agreement for the purposes mentioned in this RFP and/ or the lease Agreement. The Monitoring Committee shall consist of at least one representative of the Authority, one representative of the lessee and one member with heritage experience.
➢ Progress review meetings shall be held from time to time, at least once a quarter till the Date of Commencement of Operation, and at the Project site office or such venue as may decide by the Monitoring Committee. The progress of the Project, and other matters needing clarifications/decisions, will be discussed during these meetings. The Monitoring Committee shall record the minutes of the meetings, which shall be accepted and signed by authorized representatives of the bidder.

2.1.7 The preferred bidder will enter into a Lease-cum-Development Agreement (LDA) with the Authority for the upgradation, renovation, restoration, furnishing, modernization and operation, maintenance, finance and management of the property keeping the heritage value of the palace intact. The agreement will be entered in to within 30 days of the issue of Letter of Award (LoA) to the preferred Bidder by the Authority. The operator must operate the palace as a heritage hotel.
2.1.8 The Concessionaire/ Lessee shall be required to prepare a “Minimum Development/Upgradation Plan” and get the approval of the same from DoT and complete the development/upgradation/augmentation of the Project Facilities within the Period of 18-months from the Date of Lease Agreement and obtain a Project Development Completion Certificate from the concerned authorities.

2.1.9 Responsibility of Developer: The Developer shall comply with the following as their responsibilities during the Lease Period:

a) Design, redevelop, upgrade, finance, manage, market, operate and maintain the Property and Project Facilities, at its cost and expense in accordance with the provisions of the Lease cum Development Agreement, the Standards and Specifications, the Applicable Laws, terms of Applicable Permits and Good Industry Practice.

b) Obtain and maintain at its cost all Applicable Permits, in conformity with the Applicable Laws and comply therewith.

c) Provide to the Authority – progress reports on quarterly basis during upgradation of project

d) Provide to the Authority - reports on an annual basis during the Lease Period on the refurbishment, renovations, addition of assets carried out and always provide the Authority such information, data and documents the Authority may reasonably require.

e) Lessee may contract at its cost and risk to Contractors possessing the requisite skill, expertise, capacity and technical and financial qualifications, the designing, engineering, procurement and implementation furnishing/ re-furbishing work in the Project or any part thereof relating to furniture, furnishings and equipment, plant, systems and fixtures, operating equipment, contracts with employment contractors for providing labour (peons, waiters, cleaners, gardeners, plumbers, electricians, drivers etc.) and clerical staff (receptionists, telephone operators, clerks etc.) and with car rental agencies for providing chauffeur driven vehicles/taxis on hire.

f) The Lessee shall supervise, monitor and control the activities of Contractors under their respective Project contracts as may be necessary. The appointment of Contractors shall not relieve in any way the lessee of its obligations.

g) Lessee shall be solely and exclusively responsible for recruitment, transportation, accommodation, catering, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws arising from the respective terms and conditions of employment of all labour and personnel employed by the preferred bidder, its Contractors, agents and representatives on or in connection with the works or the Property under or through whatever legal relationship.

h) The employees of the Lessee and its Contractors shall always be the responsibility of the preferred bidder and the Authority shall not be liable
in any manner whatsoever in respect of such employees and their employment.

j) Develop, implement and administer a surveillance and safety program for the Project and the users thereof and its and the Contractors labour and personnel engaged in the provision of any services under any of the Project contracts, including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice.

k) Take all reasonable precautions for the prevention of accidents on or about the Property and provide all reasonable assistance and emergency medical aid to accident victims. The Lessee shall maintain liaison with emergency service providers and seek necessary police assistance on payment of applicable charges for the provision of such services as are not provided in the normal course or are available only on payment.

l) The Lessee shall not place or create nor to permit any Contractor or other Person claiming through or under the preferred bidder to create or place any Encumbrance over all or any part of the Property, Project Facilities, Project Assets, or on any rights of the preferred bidder therein so that the Property remains free from all encroachments during the Lease Period and take all steps necessary to remove encroachments, if any.

m) Pay in a timely manner all taxes, duties, levies, cess and charges in respect of the operation of the Property and its business, including but not limited to income tax, Goods and Service Tax (GST), excise duty, customs duty and octroi that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project.

n) Pay all charges, taxes, fines, late fees and other outgoings in relation to the use of utilities and services by the Developer or its Contractors and agents during the implementation and operation of the Project such as water supply, sewage, disposal, fuel, garbage collection and disposal, electric power, gas, telephone and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.

o) Promptly remove from the Property in accordance with Good Industry Practice all surplus materials, waste materials (including, without limitation, hazardous materials, all types of solid and liquid waste), rubbish and other debris and keep the Property in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits.

p) Be liable for all hazardous, dangerous and other goods, materials, creatures and substances brought, kept, stored or handled at the Property.

q) Maintain requisite insurance in accordance with the provisions hereof.
q) Provide or arrange at its cost during the Lease Period power, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the implementation, operation and maintenance of the Project and be in compliance to the requirements relating thereto under the Applicable Laws, terms of Applicable Permits and Good Industry Practice.

r) Hand over the property, Project Facility and Project Assets to the Authority or its nominated agency upon the expiry/ termination of the Lease Period at a nominal value of INR 1/-. 

s) Arrange, procure and/ or provide at its cost all the infrastructure facilities, services and requirements, all goods, materials, consumable and things required for the implementation, operation and maintenance of the Property during the Lease Period.

t) Operate, maintain, manage, repair / refurbish the Property at its cost and risk during the Lease Period in accordance with the provisions hereof, including the Specifications and Standards, the Applicable Laws, the terms of Applicable Permits and Good Industry Practice.

u) Employ qualified Persons to efficiently operate and manage the Project.

v) Make available all necessary financial, managerial, technical, technological and other resources for the operation, management and, maintenance of the Project.

w) Ensure maintenance of proper and accurate records, data and accounts relating to the operations of the Project and the revenues earned there from.

x) Comply with all Applicable Law in implementing, operating, maintaining and managing the Project Facility, including those relating to safety, health, sanitation, environment, labour and hazardous and dangerous materials.

y) Promptly and diligently repair, replace or restore the Project Facility and Project Asset or part thereof which may be destroyed, lost or damaged.

z) Ensure timely payments to the Authority and submit reports at suitable interval related to Gross Revenue, Annual Report, Balance Sheet etc.

2.1.10 Responsibility of the Authority: The Authority shall comply with the following as its responsibilities during the Lease Period:

a) Provide the Lease Property free from encumbrances to the preferred bidder during the Lease period.

b) Pay the property tax to the Government Authorities in respect of the land and buildings comprising of the Property, provided that the Operator shall reimburse the same to the Authority

2.2 Duration of the Contract

The period of the lease shall be 30 (thirty) years, commencing from the date
of the signing of the agreement. The Agreement format will be provided to the preferred bidder by Authority before execution of the same.

2.3 Bid Parameter

**Highest Upfront Fee** to the Authority shall be the H1 bid parameter for award of the Rights of Development, Upgradation, Operation & Maintenance of the Project.

The selected bidder shall, within thirty (30) days of the date of issuing Letter of Award (LoA) and prior to signing of the agreement, be required to pay the Upfront Fee in the form of Demand Draft in favour of “Director Tourism” issued by Scheduled Commercial Bank payable at Bhubaneswar.

The Upfront Fee amount shall constitute the sole criterion for evaluation of Financial Bids.

Note: In case of a tie, DoT will act as per Clause 15.(iii) of this RfP

2.4 Annual Lease Rental

The Annual Rental Fee will be the 10% of the Upfront fee which shall be increased once every two years indexed to prevalent Consumer Price Index. The annual lease rental shall be as below:

i. For first year: The lease rental shall be paid at the time of signing of the agreement

ii. For subsequent years: The lease rental shall be paid within first 7 days of the corresponding year

2.5 Minimum Development/Upgradation Obligation

The preferred bidder shall meet the following minimum development/upgrade obligations while designing, redeveloping, augmenting the Property, within a period of 18 months from the date of the Lease Agreement:

a) Redevelopment of the perimeter fencing and gate(s) for entry and exit

b) Landscaping including walking paths

c) Vehicular movement lanes

d) Security checkposts, Building entry-points scanning and CCTV vigilance systems for common areas

e) Structural audit and consequent stabilisation

f) Complete refurbishment, interior designing and furnishing of the buildings in the premises, including but not limited to:

   • Porch, Reception, Common Areas including stairways and thoroughfare points
• At least 60 rooms for letting out to guests, including 3 VIP suits and one presidential suite. The other rooms may be developed to be commercially leased out or value-added services. At least one first aid and emergency care room

g) Central Air-conditioning system. All rooms shall be air-conditioned

h) One Elevator with 15 pax. capacity

i) Emergency refuge and evacuation pathways and infrastructure

j) Compatible firefighting system to cover every accessible area of the building

k) Drainage System, Sewage and Wastewater Treatment Plants

l) Water supply lines

m) Interior Lighting and Premises Illumination systems

n) Solid Waste Management system

o) One Restaurant for 100 seated pax. with adequate kitchen

p) One lounge bar for 30 seated pax.

q) Swimming pool for 15 users (six feet proximity) with two changing rooms, shower rooms and toilets each (Male & Female)

r) Parking zone for 60 LVs/ MVs and at least 5 HVs, including two ambulance bays

2.6 Investment Plan

2.6.1 The Bidder as a part of the Technical Proposal is required to state the Investment Plan for upgrading/ renovating/ modernizing the existing facilities and creation/ addition of other assets including overall development as required for the Property.

2.6.2 In presenting the investment plan, the bidder shall consider the cost estimates commensurate with the Minimum Development/ Upgradation Plan.

2.6.3 During the Project Development Phase, the Lessee shall improve the Property, Project Facility and Project Asset, a guideline of which is given below:

2.6.3.1 Provide well defined areas for parking for public and private vehicles, maintain overall maintenance and upkeep of the property and its surrounding through well- developed landscaped (green) area, drainage system, lighting system etc.

2.6.3.2 Provide for additional facilities and services encompassing cultural, historical and natural attractions of the property and nearby area
3 ELIGIBILITY CONDITIONS

3.1 Technical Eligibility

a) The Bidder must be a company registered under the Companies Act 1956 / the Companies Act, 2013 or a Limited Liability Partnership registered under the LLP Act, 2008 or a Partnership or a Proprietorship.

b) The Bidder should have minimum 5 years’ of experience in development, operation and management, either solely or in partnership, of hospitality projects like hotels and resorts. Experience in Heritage Hotel transformation, operation and management will be accorded due consideration.

c) The Bidder should have been directly involved as leading partner in the operation and management of at least one 3-star category Hotel/ Resort with minimum 20 (twenty) rooms which must be commercially operational as on the date of issue of this RFP. For claiming the experience of at least 5 years in operation of said property/properties, following documentary proof to be submitted:

i. Date of commencement of the project. (Certificate of Chartered Accountant / Registration under Shops & Establishments Act / any other registration/ permission issued by concerned Govt. authority)

ii. VAT/ Service Tax/ GST registration

iii. Valid registration under Food Safety Act

iv. Copy of the lodging bills in support of last five years’ experience. (One copy of each year preceding the bid date.)

3.2 Financial Eligibility

a) Minimum Average Annual Group Turnover of INR 30 Cr. during last 3 financial years (FY 2016-17, FY 2017-18, FY2018-19 or FY 2017-18, FY 2018-19, FY2019-20). CA certificate and audited annual financial statements must be furnished.

b) Must have a net worth of INR 10 Crores not before 31 March 2019. Auditor/ CA certificate to be furnished (Form G).

c) Indian bidders must be registered with GSTIN. GST registration certificate to be furnished. Valid PAN/ TAN to be furnished.
4. FORMAT AND SIGNING OF PROPOSAL

The proposal shall be submitted in two parts:

4.1 Part A: Technical Proposal

While preparing the Technical Proposal, the bidders are expected to examine the documents comprising this tender in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The Technical Proposal shall provide the following information using the attached Standard Forms (Proposal – Standard forms).

a) Cover Letter for Technical Proposal - Form A
b) Bidders Profile - Form B
c) Project Experience - Form C
d) Other Eligibility Documents

4.1.1. Contents of Technical Bid

Bidders would be required to furnish the following as part of their Technical Bid for the Project:

A. Project Appreciation
   Under this item, the Bidder should provide a brief description Concept Plan/ layout in brief understanding of the project.

B. Concept Plan
   The Bidders should provide the outline of their Concept Plan/ layout in brief including:
   i. Proposed area development including sub-components
   ii. Implementation methodology and phasing/ time schedule
   iii. Proposed investment in basic infrastructure and sub-components
   iv. Approach of Operation and Management
   v. Marketing strategy
   vi. Details of the percentage of total investment proposed to be made along with timelines of physical implementation of the project

Note: The Technical Proposal shall not include any information pertaining to the Financial proposal. The technical proposals shall be spiral/hard bound.

4.2 Part B: Financial Proposal

In preparing the Financial Proposal, the bidders are expected to consider the Requirements and Conditions of the tender document. The Financial Proposal shall follow Standard Form (Form D).

Note:
I. The proposals shall be typed or written in indelible ink and shall be signed by the authorized signatory of the Bidder.
II. Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person signing the Proposal prior to submission of the Proposal.
III. Every proposal shall be preceded by a Page of contents and every page of the proposal shall be numbered and initialled by the authorised signatory of the Bidder.

4.3 Consortium

4.3.1 The Bidders are allowed to form consortium or joint venture for participating in the project.

4.3.2 The number of members in a consortium can be a maximum of 02 (two) including Lead Firm.

4.3.3 The Proposal should contain information required for each member of the Consortium.

4.3.4 The parties to a Consortium shall be required to form a Special Purpose Company (the “SPC”), incorporated under the Indian Companies Act, 2013, in due course. The SPC shall execute the Project(s), if awarded to the Consortium.

4.3.5 The Members of the Consortium shall nominate one member as the lead member (the “Lead Member”) who shall be the point of contact throughout the Bidding Process.

4.3.6 The Lead Member shall have an equity share of at least 51% (fifty-one per cent) in the SPC for at least 3 years from the date of commencement of commercial operations of the Project as defined in the Agreement and a minimum equity share of 26% in the Consortium for at least 10 years from the above date. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in the RFP, signed by all the other members of the Consortium.

4.3.7 The Lead Member shall meet each Financial Eligibility criterion.

4.3.8 The consortium member meeting the Technical Eligibility Criteria should have a minimum equity share of 26% in the SPC for at least 3 years from the date of commencement of commercial operations as defined in the Agreement.

4.3.9 The minimum shareholding for the consortium members in the SPC shall not be permitted to go below 5% during the Lease Period.

4.3.10 The Bidder should include a brief description of the roles and responsibilities of individual consortium members, particularly with reference to financial, technical and O&M obligations.

4.3.11 A member of a Consortium cannot be a member of any other Consortium bidding for the same Project. Members of the Consortium shall enter into a binding Agreement (the “Joint Bidding Agreement”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:

4.3.11.1 Convey the intent to form an SPC in accordance with this RFP, with shareholding ownership equity commitment(s) and that the SPC would enter into the Agreement and subsequently carry out all the responsibilities as the Operator, in case the Project is awarded to the Consortium;

4.3.11.2 Clearly outline the proposed roles and responsibilities of each member at each stage;

4.3.11.3 Commit the minimum equity stake to be held by each member; and
4.3.11.4 Include a statement to the effect that all members of the Consortium shall, till such time they incorporate an SPC and provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms & conditions. A copy of the Joint Bidding Agreement should be submitted along with the Proposal. The Joint Bidding Agreement entered into between the members of the Consortium should be applicable to all the Projects bid for by the Consortium and should fulfill the above requirements, failing which the Bid shall be considered Non-Responsive.
5. SUBMISSION OF PROPOSAL: PACKING, SEALING AND MARKING OF PROPOSAL

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder’s name and address in the left-hand corner of the envelope and super scribed in the following manner.

PART A

TECHNICAL PROPOSAL for “RfP for Selection of an Operator for Upgradation/Refurbishment/Renovation, Operation and Management of BN Palace at Paralakhemundi, Gajapati District, Odisha”

PART B

FINANCIAL PROPOSAL for “RfP for Selection of an Operator for Upgradation/Refurbishment/Renovation, Operation and Management of BN Palace at Paralakhemundi, Gajapati District, Odisha”

Both the Envelopes i.e., Envelope for Part A and Envelope for Part B must be packed in a bigger sealed outer cover and clearly super scribed with the following:

PROPOSAL for RfP for “Selection of an Operator for Upgradation/Refurbishment/Renovation, Operation and Management of BN Palace at Paralakhemundi, Gajapati District, Odisha”

The Bidder’s Name & Address shall be mentioned in the left-hand bottom corner of the outer envelope.

i. The envelopes shall be addressed to Director Tourism, Dept. of Tourism at the following Address:

   To
   Director Tourism,
   Department of Tourism,
   Paryatan Bhawan,
   Lewis Road, Bhubaneswar
   Pin-751014

ii. If the outer envelope is not sealed and marked as mentioned above, then DoT will assume no responsibility for the Proposals being misplaced or opened prematurely.
6. APPLICATION FEE

Non-refundable Application fee of INR 20,000/- (INR Twenty Thousand only) in the form of Demand Draft from any scheduled commercial bank in favour of “Director Tourism”, payable at Bhubaneswar is to be furnished by the bidder along with the Technical Proposal. Proposals without the requisite Application Fee shall be treated as non-responsive and rejected outright.

7. BID SECURITY

Bid Security of INR 5,00,000/- (INR Five lakh only) in the form of Demand Draft/Bank Guarantee from any scheduled Commercial Bank in favour of ‘Director Tourism’ payable/ encashable at Bhubaneswar is to be furnished by the bidder along with the Technical Proposal and shall remain valid till the validity of the Proposal. Proposals without the requisite EMD shall be treated as non-responsive and rejected. The Bid Security submitted by unsuccessful bidders shall be returned after signing of agreement with successful bidder.

Note: The Bid Security shall be forfeited:

i. If a Bidder withdraws its Proposal during the period of validity of the proposal, Or

ii. If the successful Bidder fails to execute the agreement or the work assigned.

8. FINANCIAL PROPOSAL

The financial proposal shall be the quoted as lumpsum upfront premium and shall be submitted in the given format i.e., Form-D. All applicable taxes and surcharges as applicable shall be paid by the preferred bidder upon being selected as Lessee.

Note: The upfront premium payment mechanism shall be as per Clause 15 (ix) of this RfP

9. VALIDITY OF PROPOSAL

Proposals shall remain valid for 180 days from the last date of submission of proposals. A proposal valid for a shorter period shall be rejected as non-responsive.

10. DOCUMENTS ACCOMPANYING PROPOSAL

10.1 PART A (TECHNICAL PROPOSAL)

The bidder must submit the following particulars / documents along with the Technical Proposal failing which the Proposal may be treated as non-responsive.

i. Non-refundable Application Fee exclusive of GST, in shape of DD from any scheduled commercial bank drawn in favour of “Director Tourism”, payable at Bhubaneswar.

ii. Bid Security amount in shape of DD/ bank guarantee from any scheduled bank drawn in favour of “Director Tourism”, payable/ encashable at Bhubaneswar.

iii. Copy of the PAN card & GST registration certificate.
iv. Cover Letter as per the format in Form-A.

v. Bidder’s profile as per the format in Form-B.

vi. Experience of the Applicant in Form-C (Attach photocopies of supporting documents along with work completion certificate. In cases, where the work completion certificates for the services are not available, a self-declaration by the bidder on its letter head with contact details of client or an interim certificate issued by the client for an ongoing project certifying the basic eligibility criteria, must be submitted).


viii. Documents specified in Clause No. 3.1.1

10.2 PART B (FINANCIAL PROPOSAL)

The Bidder must submit the Financial Proposal as per the format in Form-D with proper signature and seal of the Bidder.

11. DEADLINE AND WITHDRAWAL OF PROPOSAL

Proposals filled in all respect must reach Department of Tourism at the address, time and date specified in Bidding Schedule of the RFP document through Speed Post, Registered Post or Courier or by hand delivery. If the specified date for the submission of Proposals is declared as a holiday for Department of Tourism, the Proposals will be received up to the stipulated time on the next working day.

12. LATE PROPOSAL

Proposals received after the deadline for submission of Proposals prescribed by Department of Tourism will be rejected.

13. MODIFICATIONS AND WITHDRAWAL OF PROPOSAL

Any Bidder may modify or withdraw its proposal after submission but prior to the deadline for submission of proposal, provided that Department of Tourism receives in time the written communication requesting modification or withdrawal. The responsibility of submitting the modified bid, within the deadline for submission of proposal will rest solely with the bidder.

i. No bidder shall be allowed to modify its proposal after the deadline for submissions. Bidder shall be allowed to modify the bid after the last date, only if the same is requested by Department of Tourism, to accommodate clarifications on the proposal submitted, subject to the proposal substantially conforming to the requirements of this solicitation.

ii. In the event of withdrawal of a proposal by any bidder within the validity period, the Bid Security submitted by the bidder shall stand forfeited.

14. PROPOSAL OPENING

Department of Tourism will open all Proposals in the presence of Bidders or their authorized representatives who choose to attend the proposal opening, at the date and time mentioned and in the following location.
Conference Room,  
Paryatan Bhawan,  
Lewis Road, Bhubaneswar

The Bidders’ authorised representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Proposal opening being declared a holiday for Department of Tourism, and Proposals shall be opened at the appointed time and location on the next working day.

15. BID EVALUATION METHODOLOGY

i. Bids will be checked for responsiveness and eligibility against eligibility criteria mentioned in Clause 3.

ii. Financial bids of those applicants will be opened, which are responsive and meet the eligibility conditions as mentioned in Clause 3.

iii. In the event that two or more Bidders quote the same amount of Upfront Premium (the “Tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

iv. 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 DoT may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the “second round of bidding”). 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. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.

v. In the event that no Bidder offers to match the highest Bidder in the second round of bidding, DoT may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except 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 third 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 third 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.

vi. DoT has carried out valuation of the property which amounts to INR 19.11 Crore, which will be considered as base price and minimum upfront fee.

vii. The Upfront Fee amount shall constitute the sole criteria for evaluation of Financial Bids.

viii. The bidder who shall provide highest upfront premium shall be selected as the preferred bidder.

ix. The highest upfront premium may be paid either in one instalment or three equal instalments within three years, including interest. The interest rate shall be the lending rate of Reserve Bank of India. The first instalment shall be deposited on or before signing the agreement. The rest two instalments shall be deposited on or before the anniversaries of signing the agreement. The interest shall be
calculated on the basis of lending rate of the Reserve Bank of India for the concerned quarter.

16. AWARD OF PROJECT

16.1 After completing the evaluation of the Financial Proposals and identifying the preferred Bidder, DoT shall issue the LoA to the preferred Bidder, indicating its intention for signing the Management Contract.

16.2 The Selected Bidder shall execute the Management Contract within 15 (fifteen) days of the issuance of the LoA by the DoT.

16.3 Within 7 (seven) days upon issuance of such LoA to the Selected Bidder and before execution of Management Contract, the Selected Bidder shall be required to:
   a. sign and stamp the LoA and send it to DoT as acknowledgement of the LoA; (Within 7 days)
   b. pay the Upfront Concession in lumpsum (Within 15 days) or in three equal instalments within three years with interest. The interest rate shall be equal to the lending rate of Reserve Bank of India. The first instalment shall be deposited on or before signing the agreement. The rest two instalments shall be deposited on or before the anniversaries of signing the agreement. The interest shall be calculated based on lending rate of the Reserve Bank of India for the concerned quarter.

17. PERFORMANCE SECURITY AND AGREEMENT

DoT shall issue a Letter of Award (LoA) to the Preferred Bidder within 7 days from the opening of the financial proposals. Within 15 days of such issuance, the selected firm is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to 10% of the contract value and enter into the contract agreement with DoT and start the work on an immediate basis.

18. TERMINATION OF CONTRACT

Either party can terminate the agreement by giving 30 days prior written notice. In case of termination, the property will be transferred back to Department of Tourism, Government of Odisha on ‘As-is Where-is’ basis.

19. RIGHT TO ACCEPT OR REJECT

DoT reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason whatsoever.

20. DISPUTES

All legal disputes are subject to the jurisdiction of courts of Bhubaneswar, Odisha only.
21. LIABILITY

The Liability of the lessee in any case shall not exceed the valuation of the property as suggested in Clause 15.(vi).

22. INDEMNITY

The lessee shall at all times during this agreement, keep the Government/DoT indemnified of litigations and/or damages incurred as a consequence of any development /augmentation and operation works.

23. CONFIDENTIALITY

The selected operator shall treat the details of the output of the Assignment and the Services as confidential and for the Selected operator’s own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to Selected operators or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever, without a prior written consent of DoT.
FORM A-COVER LETTER

(To be submitted on letter head of the bidder duly signed by authorized signatory)

To
Director Tourism,
Department of Tourism,
Paryatan Bhawan,
Lewis Road, Bhubaneswar,
Pin-751014

Subject: Request for Proposal for Selection of an Operator for Upgradation/Refurbishment/Renovation, Operation and Management of BN Palace at Paralakhemundi, Gajapati District, Odisha

Sir,

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the RFP Document issued by DoT. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents during submission of our RFP, we undertake, if our Proposal is accepted, to deliver services as specified in the RFP document.

We acknowledge that we have not, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract.

We are enclosing Application Fee of INR 20,000/- in the form of Demand Draft (DD. No........Dt............. drawn on....................... ) Exclusive of GST in favour of ‘Director Tourism’, payable at Bhubaneswar.

We are enclosing Bid Security of INR 5,00,000/- in the Form of Demand Draft / BG (DD / BG No....... Dt............. drawn on (......................... ) in favour ‘Director Tourism’, payable at Bhubaneswar As per RFP the validity of the proposal is 180 days from the last date of submission of proposal and we agree that the proposal is unconditional. We understand that DoT reserves the right to reject any application without assigning any reason thereof.

Yours faithfully,
Signature of Authorized Person and seal
Name and Designation
Name of the Company
FORM B – BIDDER’S PROFILE

1. Name of the Firm:
2. Year of Establishment:
3. Registered address of Office:
4. PAN & GST No.:
5. Telephone No. & Fax No:
6. Email Address:
7. Brief description of background of the firm for this assignment.
8. No. of years of proven experience of development, operation and management of hotels/ resorts.
9. Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements)

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Annual Turnover (in INR Cr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Authorized Person and seal

Name and designation
Name of the Company
Dated: .......................
1. Experience Summary

The Bidder should have minimum 5 years of experience in development, operation and management, either solely or in partnership, of hospitality projects like hotels and resorts. Experience in Heritage Hotel transformation, operation and management will be accorded due consideration.

The Bidder should have been directly involved as leading partner in the operation and management of at least one 3-star category Hotel/ Resort with minimum 20 (twenty) rooms which must be commercially operational as on the date of issue of this RFP.

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Name of Project</th>
<th>Project Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td></td>
<td></td>
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<tr>
<td>03</td>
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<tr>
<td>04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

- Please submit corresponding supporting documents (work order/completion certificates) as detailed in Clause 3.1 c.
- Please use separate rows for each project.
FORM D- FINANCIAL PROPOSAL

(To be submitted on letter head of the bidder duly signed by authorized signatory)

Date:

To
Director Tourism,
Paryatan Bhawan,
Lewis Road, Bhubaneswar
Pin-751014


Sir,
We, the undersigned, offer to pay the quoted upfront premium in accordance with the terms mentioned in the abovementioned RfP document, upon being selected as preferred bidder. Our total financial quote (exclusive of applicable GST) is as given below:

<table>
<thead>
<tr>
<th>Lumpsum Upfront Premium Quote</th>
<th>(in INR Figures and Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: GST will be paid extra at applicable rate.

The Financial Proposal shall be binding upon us for the assignment and this proposal would be valid upto 180 days from the last date of submission of proposal.

The Financial proposal is without any condition.

Yours Faithfully,

Signature of Authorized Person and seal
Name & designation:
FORM E- PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No._________ Dated ________ on Request for Proposal for Selection of an Operator for Upgradation/ Refurbishment/ Renovation, Operation and Management of BN Palace at Paralakhemundi, Gajapati District, Odisha [herein after referred to as the DoT] M/s __________________________ Address __________________________

[Herein after referred to as Bidder(s)] wish/ wishes to participate in the said tender and a Bank Guarantee for the sum of INR_________________ valid for a period of ________________ days (in words) is required to be submitted by the Bidder towards the Bid Security.

1. We the ________________________________________________ [Indicate the Name of the Bank] [Hereinafter referred to as ‘the Bank’] at the request of the Bidder do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by DoT an amount not exceeding INR_________________ to the DoT, without any reservation. The guarantee would remain valid up to ________________ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Bidder on whose behalf this guarantee has been issued.

2. We the Bank do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DoT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DoT by reason of any breach by the said Bidder [s] of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR ______________________________ (in words).

3. We, the Bank undertake to pay the DoT any money so demanded not withstanding any dispute or disputes so raised by the supplier [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto.

4. Our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us for making such payment.

5. We, the Bank or our local branch at Bhubaneswar further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of __________ days and it shall continue to be so enforceable till all the dues of the DoT under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till DoT certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Bidder[s] and accordingly discharges
this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ___________________ (date) we shall be discharged from all liability under this guarantee thereafter.

6. We, the Bank or our local branch at Bhubaneswar further agree that the DoT shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder[s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the DoT against the said Bidder[s] and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Bidder[s] or for any forbearance act or omission on the part of the DoT or any indulgence by the DoT to the said Bidder[s] or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Bidder[s].

8. We, the Bank or our local branch at Bhubaneswar lastly undertake not revoke this Guarantee during its currency except with the previous consent of the DoT in writing.

9. We, the Bank further agree that this guarantee shall also be invokable at our place of business at Bhubaneswar in the State of Orissa.

Dated _________________ Day of 2020.

Witness (Signature, names & address)

For_________ [Indicate the name of Bank]

1. Power of Attorney No.______ Date: __________

SEAL OF BANK

Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.
FORM F- FORMAT FOR NET WORTH

(In case of sole bidder)

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount (INR Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not before 31 March 2019</td>
<td></td>
</tr>
</tbody>
</table>

(In case of consortium)

<table>
<thead>
<tr>
<th>Date</th>
<th>Lead Member (INR Lakh)</th>
<th>Consortium Member (INR Lakh)</th>
<th>Total (INR Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not before 31 March 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Calculation of Net Worth:

The Applicant shall provide an Auditors certificate specifying the Net Worth of the Applicant. The Net Worth shall be calculated either as per Method 1 or Method 2 as prescribed below. Only one of the methods shall be used for the purposes of calculation of Net Worth.

1. **Method 1- for corporate entity**
   The Net Worth shall mean (Subscribed and Paid up Equity + Reserves) less (Revaluation Reserves + miscellaneous expenditure not written off).

2. **Method 2- for an individual / partnership firm**
   The methodology for calculation of Net Worth is given in the following table.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Particulars</th>
<th>In INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Listed (quoted) investments at market value (detailed list to be enclosed)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Less: 30% margin on the above</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Net Value of Listed Shares (1-2)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td><em>Investment in unlisted companies</em></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Other investments at cost (PPF, NSC, NBFC, bank fixed deposits, deposits with exchanges etc)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Total Net Investment (3+4+5)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Market value of land and building</td>
<td></td>
</tr>
</tbody>
</table>
Sl No. | Particulars | In INR
--- | --- | ---
8. | Debtors not exceeding 3 months | |
9. | Cash and Bank balance | |
10. | Other liquid assets, if any, (need to be specified) which are used for the purposes of business | |
11. | Total Assets (6+7+8+9+10) | |
12. | Current liabilities | |
13. | Long term liabilities | |
14. | Total Liabilities (12+13) | |
15. | Net Worth (11-14) | |

* This should be either book value or based on an independent valuation of the investment with supporting valuation reports.

The market value of land and building shall be certified by a government approved valuer for which the valuation carried out should not be more than 2 years previous to Bid Due Date. Only those items of land and building that are in the name of the Applicant as well as in the possession of the Applicant shall be considered. The details provided should also include survey number, location, address, extent of land and building.

Details of items comprising investments, current assets, current liabilities and long-term liabilities used in the above calculation should be given separately.

The details provided shall not predate 31 March 2019 or in case of this date being a holiday, the previous business day.

Format for Annual Turnover:-

(In case of sole bidder)

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Amount (INR. Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Financial Year</td>
<td></td>
</tr>
</tbody>
</table>

(In case of Consortium)

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Lead Member (INR. Lakh)</th>
<th>Consortium Member-1 (INR Lakh)</th>
<th>Total (INR Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Financial Year</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Source of Funds

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Name of Tourism Accommodation Units bid for</th>
<th>Total Sources of Fund submitted in INR. lakh*</th>
<th>Equity fund committed by Bidder <em>(should not be less than 30% of Total Sources of Fund)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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</tbody>
</table>

# Audited Annual Reports should be submitted for supporting the Net worth and Turnover information if the bidder is a company. If bidder is not a company, such audited documents should be attached which can prove the Annual Turnover of the bidder.

* Documentation for Total Sources of Fund (equal to or more than Minimum Expected Investment) must be provided separately for each Tourism Accommodation Unit bid for.