

Revival of Incomplete Hotel at Anandpur Sahib through PPP mode

SECTION – I : REQUEST FOR PROPOSAL

C/o India Tourism Development Corporation Limited
SCOPE Complex, Core-8, 5thFloor,
7-Lodhi Road, New Delhi-110003.

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of ***Punjab Ashok Hotel Company Limited (PAHCL)*** or any of its employees or its advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any 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 to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Proposal submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for PAHCL and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project.

PAHCL and their employees and advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of PAHCL or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

PAHCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP document. The information that PAHCL is in a position to furnish is limited to this RFP document and the information available at the contact address given in para 1.1.6, along with any amendments/ clarifications thereon.

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This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP document, the information contained in the RFP shall not be divulged to any other party. The information contained in the RFP document must be kept confidential.

Mere submission of a responsive Bid/ Proposal does not ensure selection of the Bidder as Concessionaire

1 INVITATION FOR PROPOSAL

1.1 Introduction

- 1.1.1 In the year 1998, ITDC had entered into a Joint Venture Agreement with Punjab Tourism Development Corporation (PTDC) to develop a hotel at Anandpur Sahib and thereafter, for operating and maintaining the said hotel, incorporated a Joint Venture Company named as Punjab Ashok Hotel Company Limited (PAHCL). As per the terms and conditions of Memorandum of Understanding (MoU) signed between both the Joint-Venture partners, the CMD-ITDC was appointed as the chairperson and Managing Director of PTDC is the Managing Director of the Board of Directors in the JV Company. The Government of Punjab has earmarked a land parcel measuring ~5.25 acres to the JV for the purpose of development of hotel at Anandpur Sahib.
- 1.1.2 A 3-Star hotel was proposed, on the land parcel, to be constructed by the Punjab Ashok Hotel Company Limited (PAHCL) for the benefit of visiting tourists and devotees.
- 1.1.3 This Request for Proposal (RFP) document is for the Revival of Incomplete Hotel at Anandpur Sahib in the State of Punjab through Public Private Partnership format on Design, Build, Finance, Operate and Transfer (DBFOT) basis for a pre-determined Concession Period of **33 (thirty three) years**, henceforth referred as **“the Project”**.
- 1.1.4 An Agreement will be drawn up between the Punjab Ashok Hotel Company Limited (PAHCL) (hereinafter referred as the **“Concessions Authority”**) and the Successful Bidder (hereinafter referred as the **“Concessionaire”**). Revenues from the **“Project”** will accrue to the Successful Bidder (**“the Concessionaire”**) undertaking the Project during the Concession Period.
- 1.1.5 A **“Single Stage”** bidding process is planned to be followed for determining the Successful Bidder. The bidders would be required to meet the minimum threshold Technical Qualification Conditions and qualify for undertaking the Project as set out in this RFP document. This qualification assessment would be carried out as part of the current bidding and evaluation process. The Financial Proposal of only those bidders that possess the minimum threshold Technical Qualification Conditions (as

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laid down in Clause 3.2) and other relevant documents (as per formats provided in Clause 5) would be opened and evaluated.

- 1.1.6 The RFP document contains information about the Project, bidding process, Proposal submission, qualification and Financial Proposal requirements.
- 1.1.7 The RFP submissions must be received not later than **1600 hrs** on 26/02/2018 in the manner specified in the RFP document at the address given below and PAHCL shall not be responsible for any delay in receiving the Proposal and reserves the right to reject and/ or accept any or all Proposals without assigning any reason thereof:

Managing Director

Punjab Ashok Hotel Company Limited

SCO- 183-84, Sector- 8 C,

Madhya Marg, Chandigarh- 160018

2 PROJECT BACKGROUND

2.1 Introduction

2.1.1 PAHCL intends to explore possible market driven development options for developing facilities on incomplete hotel project in line with its business objectives and decided the Revival of Incomplete Hotel at Anandpur Sahib through Public Private Partnership (**'Project'**).

2.1.2 About the city - Anandpur Sahib

- Anandpur Sahib is one of the most important sacred places of the Sikhs and closely linked with their religious traditions and history. It is located on the lower spurs of the Himalayas surrounded by picturesque natural scenery, with the river Satluj forming a shimmering and shiny blue border on the south west barely four miles away. So far as the historical significance of Anandpur Sahib is concerned, it is second only to Amritsar, the city of Golden Temple.
- Anandpur Sahib was founded in the year 1665 by the ninth Sikh Guru, Guru Tegh Bahadur, near the ruins of an ancient place, Makhowal. On May 13,1665, Guru Tegh Bahadur went to Bilaspur to attend the mourning for Raja Dip Chand of Bilaspur State. The Dowager Rani Champa of Bilaspur offered to give the Guru a piece of land in her state. The Guru bought the site on payment of five hundred rupees. The land consisted of the villages of Lodhipur, Mianpur and Sahota. Here on the mound of Makhowal, Guru Tegh Bahadur raised a new habitation. The ground was broken on June 19, 1665, by Baba Gurditta Randhawa.
- Baisakhi in 1999, at Anandpur Sahib marked the completion of 300 years of the birth of the Khalsa. It was on Baisakhi day in 1699 that Guru Gobind Singh baptised the Panj Pyaras at the place where Takht Sri Keshgarh Sahib stands.
- Anandpur Sahib comes to life every year on the occasion of Hola Mohalla. This tradition dates back to the times of the 10th Guru, Guru Gobind Singh. The Guru decreed that the occasion of the festival of Holi be the occasion for the display of the martial spirit of his people. He gave this festival of Holi the Sikh name of 'HolaMohalla'. Each year HolaMohalla marks the congregation of up to 100,000 devotees from all over the country for a festival of colour and gaiety.

2.1.3 Connectivity

- Anandpur Sahib is well connected with rest of region. It is around 90 km from state capital of Chandigarh via NH 205 & NH 503. The holy town is very well connected

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through rail network of Indian railways and a special pilgrimage train special Panj Takht covering all 5 prominent Takh across country make a halt here. The nearest airport is Chandigarh.

Table 1: Distances from Major Cities

Destination	Distance (km)
Chandigarh	90
Delhi	320
Amritsar	183
Manali	244

Source: Darashaw Research

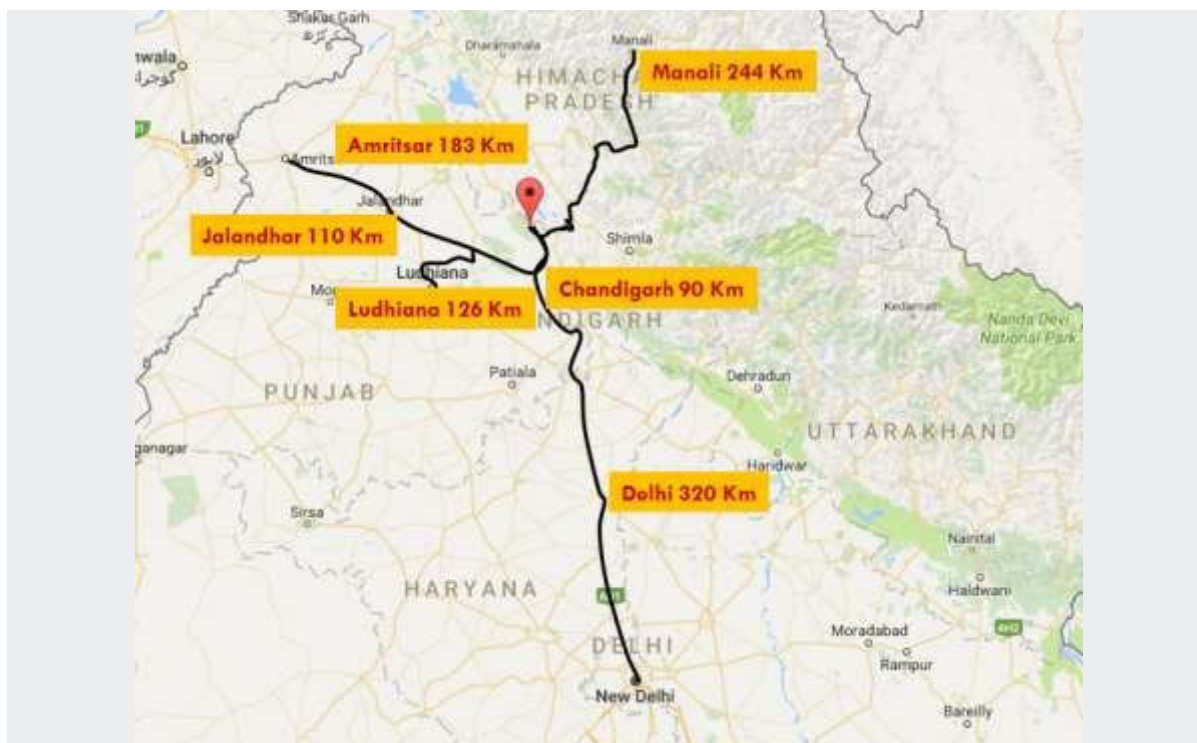


Figure 1: Distances of Anandpur Sahib from Major Cities

2.1.4 Details of the Location and Existing Facilities

- As per the revenue records, the ownership of the land made available for the Project is with the Department of Tourism, Punjab. As per the JV agreement, ITDC has made contribution through the construction cost whereas PTDC has contributed through land for the Project. Total area of land for the Project is ~5.25 Acres. The land is in L-shape and located on Park Street Road connecting NH – 503 and SH – 22 to Takht Sri Kesgarh Sahib.

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- Total land area is around ~5.25 acres or ~21,252 sq. m. As per the Greater Mohali Area Development Authority (GMADA) Regional Plan 2008-58, the permissible FAR is 1.75 for commercial development. Based on this, the total area available for development is approximately 37,191 sq. m. At present, the total built up area is approximately 2,508 sq. m.
- The site is located just 150 m from the junction of road connecting Takht Shri Kesgarh Sahib to NH – 503 in front of Panj Piara Park. The site is flat and free from all encumbrances. The site has well defined entry and exit point on 10 m road.
- The shape of plot is L – shaped and front boundary wall is shorter than back boundary wall. There is no scope for future expansion of site due to being surrounded by local population.
- The present hotel complex has a hotel block, restaurant, lounge and office block. Only basic civil structure work has been completed for above mentioned components
- The site has basic electrical infrastructure ready and well placed. Connection of required load is available to meet all electrical requirements.
- The site has a dedicated water supply to meet all requirements. All internal plumbing has been completed. There is a water tank for water storage. Kitchen & dining area as well as toilets have separate drainage line.
- The site has 6 feet tall boundary wall along its boundary fitted with 2 ft. high barbed wire on it.

2.1.5 PAHCL proposes to select a Successful Bidder for taking up the development of the aforesaid Project (on DBOFT mode i.e. Design, Build, Finance Operate and Transfer mode) in the form of a Concession.

- The Concession Period for the Project shall be for a period of 33 (thirty-three) years including construction period of 2 (two) years.
- This Concession Period is to be taken from the Compliance Date i.e. the date on which both the parties have complied with the Conditions Precedent.

2.1.6 The proposed Project Site shall be leased for 33 (thirty-three) years to the Successful Bidder for the purpose of development of the Project on DBFOT mode. The Successful Bidder as Concessionaire shall develop the Project Facility/ies and thereafter, operate and maintain it throughout the Concession Period. The act of granting permission to develop the Project Facility/ies at the Project Site and to use the Project Facilities or any part thereof shall not vest or create any proprietary interest in the Project/ Project

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Facilities or any part thereof including any permanent fixtures, fittings, etc. installed at the location of the Project Site in favour of the Concessionaire or any sub-lessee (s).

2.1.7 The Successful Bidder (Concessionaire) shall be entitled to sub-lease the built up space other than the Hotel Rooms for allied activities to parties as detailed out in clause 2.2.1 to the sub-lessee. However, for any such sub-leasing the guidelines mentioned in the Concession Agreement shall be observed.

2.1.8 End of the Concession Period

▪ **End of the Concession Period by efflux of time – On expiry of the Concession Period of 33 (thirty-three) years**

All rights given under the Concession Agreement shall cease to have effect and the Project Site and the entire Project Facilities being fully functional or operational thereof shall be transferred back to PAHCL.

2.2 Development Envisaged (the “project”)

2.2.1 The Successful Bidder may be required to develop the following Project Facilities at the Project Site and hereinafter be called as “**Project**”:

The proposed concept may have following components:

- A Hotel Complex (**Mandatory**) which shall include refurbishment of the present rooms already constructed.
- Banquet Facility
- Coffee Shop
- Indoor Activity Zone
 - Indoor activity zone may be planned to increase engagement level of visiting tourists. The gaming zone may have board games, interactive games and adventure activities and separate play area for kids.
- Food Court
- Parking

The hotel complex will be mandatory component.

The developer will be authorized to choose any or all permissible activities in the project as per applicable laws.

It is being clarified here that the Successful Bidder shall have the option to upgrade the existing Complex and thereafter, develop and complete the overall super-structure with all internal furnishing.

The Successful Bidder shall adhere to the guidelines of Ministry of Tourism, Govt. of India so as to procure and maintain a minimum of 3 star rating for the hotel complex during the

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concession period. The bidder shall get a 3 star rating for the hotel complex within 30 months from completion of construction period.

The Successful Bidder shall also be required to follow the guidelines of other concerned authorities and implementation standards prescribed in this RFP document.

The detailed Scope of Work has been laid down in Schedules of the Concession Agreement.

Pursuant to the above stated, the Successful Bidder shall make payments to PAHCL, as per payment terms, in lieu of the development and O&M rights granted for the “Concession Period” as per the Concession Agreement. The fully functional and operational facilities will be transferred back to PAHCL after the expiry of Concession Period or in case of premature termination for any reason whatsoever.

2.2.2 The Successful Bidder may use or allow the use of the Project Facilities for other activities, which are not envisaged at this stage, only after prior written approval of PAHCL. However, the decision of the PAHCL shall be final in this regard.

2.2.3 The Project shall be developed as per the terms & condition of this RFP and in accordance to the existing guidelines of concerned statutory bodies, minimum standards prescribed in this RFP document and industry best practices.

2.2.4 The Project Facilities to be developed by the Concessionaire must conform to the existing building regulations and bye-laws of the local authorities and all other applicable regulations/bye-laws/norms etc. The responsibility to get all the necessary permits and approvals for the above will lie with the Concessionaire.

2.3 Commercial Consideration

- **Upfront Premium** - The Successful Bidder shall be required to pay Rs. 1.00 (One) Crores (excluding the applicable taxes, which shall be payable separately) to PAHCL as Upfront Premium for grant of sub-lease. The Upfront Premium shall be payable in two equal instalments as below:-

First instalment	At the time of signing of Concession Agreement
Second instalment	Six months from signing of Concession Agreement

- **Annual Concession Fee:** In addition, the Successful Bidder would pay an Annual Concession Fee to PAHCL.

Escalation in Annual Concession Fees will be in every two years at the rate of Consumer Price Index (CPI) of all the commodities, published at www.labourbureau.nic.in, over the previous Annual Concession Fee but the same would be reviewed after every 10 years

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within the concession period.

2.4 Revenue Stream from the Project

The revenue shall be generated from the users of the Project Facilities.

2.5 Statutory Clearances

- 2.5.1 Envisaged development is permissible on the Project Site under reference, however the Concessionaire is required to adhere to the development control norms as per the prevailing building bye-laws of concerned development authority/ies and arrange approvals accordingly. The Successful Bidder shall obtain clearances and sanctions from competent statutory authorities for building plans, utilities, fire fighting, electric connection, etc. as per the applicable regulations. It is to be clearly understood that all such clearances are to be obtained by the Successful Bidder and PAHCL can only provide assistance, wherever possible, on best effort basis without any binding obligation.
- 2.5.2 The Successful Bidder shall plan and install fire-detection, fire-alarm and fire-fighting system and shall procure necessary approval from competent authority on design and installation. Such fire-fighting arrangements should conform to the National Building Code, Punjab Building Bye-laws, Municipal Corporation Building Bye-Laws and Punjab Fire Safety (Fire Prevention) Rules and other rules and regulations, as applicable with all amendments from time to time.
- 2.5.3 If during this period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Successful Bidder. It is hereby clarified that, PAHCL shall not be liable for any such claims. The Successful Bidder would be responsible for the payments arising out of any Third Party claims. The Successful Bidder is advised to procure insurance for meeting such liabilities at its own cost.

2.6 Development Parameters to be followed

The following Development parameters are to be considered.

Particulars	FAR	Ground Coverage	Maximum Height
Hotel Complex	1:1.75	50%	No restriction on the height of the building subject to clearance from Air Force Authority and fulfillment of other applicable norms/ laws/ rules such as set-back, distance between buildings etc. However, adherence to the structural safety and fire safety requirements as per

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			National Building Code shall be compulsory
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2.7 Assignability and Encumbrances

2.7.1 Apart from use of the built up space and Project Facilities as per the terms of Section-II of this RFP document, the Successful Bidder (Concessionaire) shall be entitled to assign any of his rights, or interests in the Concession Agreement in favour of Lenders/ Financial Institutions at any time, for raising finance for the Project. However, notwithstanding anything contained herein, the Concessionaire shall not have any right to put a lien on the fixed assets, site, building etc of the Project or mortgage them to any financial institution for whatsoever reasons.

3 GENERAL TERMS AND CONDITIONS FOR EVALUATION

3.1 The evaluation of the Proposals will be completed in 2 Steps

- Step 1 – Opening of Technical Proposals
- Step 2 - Opening of Financial Proposals of technically qualified applicants

The entire bidding process has been explained elaborately in Clause 4 of this RFP Document- Section I

3.1.1 The Successful Bidder shall be issued Letter of Intent (LoI). After issue of the LoI in writing and acceptance of the same by the Successful Bidder within 7 (seven) days, the Successful Bidder shall enter into a Concession Agreement (draft enclosed as Section –II in the RFP document) with PAHCL within 30 (thirty) days of receipt of LoI and carry out his responsibilities/ obligations.

3.2 Technical Qualification Conditions

3.2.1 Interested National/ International Independent Legal entities including Consortia meeting the following criteria may submit their proposals.

3.2.2 The bidder should be legally competent to enter into contract as per prevailing Indian Laws.

3.2.3 Only those bidders meeting both of the following “Minimum Eligibility Criteria” and other relevant documents as per Clause 5 and other provisions of Section-I of the RFP Document will be considered as “Technically Qualified” for the Project.

a) Technical Capability

During the last 7 years, the bidder shall have,

Experience in running of at least one hotel / resort with 3-star rating or above, which is operational.

OR

Experience in Development (completed) of one Hotel / Shopping Mall / Multiplex having built-up area of not less than 1.5 Lakhs sqft.

OR

two such projects having built-up area not less than 1 lakh sqft. each

However, such Bidder (s) will be required to have a tie-up, later, with any International / National Hotel operator chain which is running at least one property of 3 star

category or above within India or Abroad, within 30 (thirty) months of completion of construction period.

b) Financial Capability

- Average Annual Turnover of Rs.7.00 Crores for the last three Years i.e. 2015-16, 2014-15 and 2013-14. In case of Calendar Year, 2014,2015, 2016
- The bidder should have positive net worth in the last 3 years i.e. 2015-16, 2014-15 and 2013-14. In case of Calendar Year, 2014,2015, 2016

3.2.4 High Networth Route/ Real Estate Fund/ Infrastructure Fund Criteria

The prospective bidder/s having a Net-worth of Rs. 200 Crores (Rupees Two Hundred Crores) & above, as on 31st March 2017

‘OR’

Real Estate / Infrastructure Funds having Assets Under Management (AUM) of Rs. 1,000 Crores & more as on 31st March 2017 will be exempted from the above stated “**Minimum Eligibility Criteria**” in “para 3.2.3”. However, such bidder shall have to demonstrate this net-worth/ AUM independently, without forming a Consortium / Joint Venture and would be required to have a tie-up, later, with an International / National 3 - Star or above Hotel/ Resort within 30 (thirty) months of completion of construction period.

- 3.2.5 The Bidder must submit Audited Annual Accounts (Balance Sheet and Profit & Loss Account with Schedules) for three years mentioned in clause 3.2.3 (b). In case of a Consortium, the audited annual accounts of lead member of the consortium shall be submitted, for the said years.

3.3 Proposal Submitted by a Consortium

- 3.3.1 There can be a maximum of 3 (Three) members in a Consortium.
- 3.3.2 The Lead Member of the Consortium must satisfy both the Technical and Financial Capability requirements given in Clause 3.2.3.
- 3.3.3 The Memorandum of Agreement (MoA) signed by all Consortium members and submitted along with this Bid / Proposal.
- 3.3.4 No change in the constitution of consortium will be allowed. Proposals submitted by a Consortium must provide a written agreement (Memorandum of Agreement) to be signed by each member in that Consortium and also, on their respective company

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Letter-head duly signed by the authorized signatory of the company which describes the responsibilities and equity commitments of that member in the Consortium. One of the Consortium members would be required to be nominated as Lead Member.

- 3.3.5 The Consortium shall, inter alias form a Special Purpose Company (SPC) registered in India for the implementation of the Project. SPC shall be formed after issuance and acceptance of Letter of Intent (LOI) within 3 (three) weeks from the receipt of LOI. The SPC would enter into the Agreement and subsequently carry out all the responsibilities of the Successful Bidder and undertake the Project as stipulated in the Concession Agreement. The proposed shareholding of the members of the Consortium in the SPC must be in compliance with the criteria specified in the RFP document. However, the membership structure of the Bidder shall not be changed by the Bidder without PAHCL's prior written approval. The aggregate equity share holding of the Members of the Consortium in the issued and paid up equity share capital of the SPC shall not be less than 74% (seventy-four per cent) during the period of Concession Agreement.
- 3.3.6 In addition to the above obligations, the Lead Member of the Consortium shall maintain a minimum equity component of at least 51% throughout the Concession Period, in the SPC so formed under this clause.
- 3.3.7 All Members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the Memorandum of Agreement (MoA) mentioned under clause 4.3.3, as well as in the Proposal and in the MoA. PAHCL may require such documents / undertakings/ indemnities as it may deem fit from consortium members before or at the time of issuance of Letter of Intent/ signing of the Concession Agreement.
- 3.3.8 The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the SPC. Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with PAHCL. Unless specifically advised to the contrary, PAHCL will assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries

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and entering into contractual commitments on behalf of the Company or the Consortium as the case may be.

3.3.9 Deleted

3.3.10 Each member of the Consortium shall submit a signed letter (on the company's Letter Head) with the Proposal, which states that, the said member:

- a) Has reviewed the entire Proposal.
- b) Is in accord with each key element of the Proposal, including, but not limited to, its technical and price components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process. Any substantive exception or caveat should be addressed in the enclosed letter.
- c) Has participated in only one Proposal for this Project.
- d) Each of the Consortium members will be jointly and severally liable to PAHCL.

3.3.11 All pertinent information that may affect the performance of the responsibilities of any Consortium member – such as ongoing litigation, financial distress, or any other such matter – must be disclosed.

3.4 Fee and Deposits to Be Paid by the Bidder

3.4.1 Proposal Security

- i. The Proposal shall be accompanied by an initial Proposal Security for a value of **Rs. 40 Lakhs (Rupees Forty Lakhs only)** in any one of the following manners:
 - a) A Demand Draft issued by a Scheduled Bank in favour of “**Punjab Ashok Hotel Company Limited**” payable at **Anandpur Sahib** and in the format given in Clause 5 (F)

OR

- b) NEFT/ RTGS in favour of “**Punjab Ashok Hotel Company Limited**” as per below details:

A/C Name:	Punjab Ashok Hotel Company Ltd.
Name of Bank:	Punjab National Bank
Branch Address:	Anandpur Sahib (Ropar) Punjab – 140118
IFSC:	PUNB0097300
Account No:	0973002100000011

OR

- c) In form of an Irrevocable Bank Guarantee in favour of Managing Director, Punjab Ashok Hotel Company Limited, payable at Anand pur Sahib. However, the Technical Proposals of the Bidders shall be opened only after the

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verification of the BG by the concerned authorities.

- ii. The Proposal Security of the Successful Bidder will be returned on receipt of Construction Performance Security as elaborated in clause 3.4.2.
- iii. Any Proposal submitted without the Proposal Security in the form as specified in the RFP document shall be summarily rejected.
- iv. The Proposal Security of Bidders whose Proposal is rejected on account of being Non-Responsive or Non-Reasonable in accordance with the RFP document, will be returned/refunded, without interest, within a period of sixty (60) days from the date of opening of technical bid of bidder. The Proposal Security shall be forfeited by PAHCL, in the following cases:
 - a) If the Bidder withdraws his Bid/ Proposal after Technical Proposal opening and during the proposal validity period.
 - b) In case of a Successful Bidder, if the Bidder fails within the specified time limit to sign the Concession Agreement.
 - c) In case of a Successful Bidder, if the Bidder fails within the specified time limit to furnish the required Construction Performance Security or fails to start the work within stipulated period.

Note: Proposal Security of other bidders would be retained till the Concession Agreement is signed with the Successful Bidder, PAHCL and will be refunded subsequent thereto within 7 days.

3.4.2 Performance Security

The Successful Bidder, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide to PAHCL within 3 weeks of receipt of the Letter of Intent from the PAHCL.

- **“Construction Performance Security”:** The bidder shall submit the Construction Performance Security equivalent to Rs. 75 Lakhs in favour of Punjab Ashok Hotel Company Limited in the form of a Bank Guarantee, within 3 (three) weeks from the receipt of LOI. The Construction Performance Security shall be kept valid till the time construction completion certificate is issued by the Concessions Authority to the Concessionaire. Once the Construction Completion Certificate is issued, the Concessionaire shall submit the O&M Performance Security to the Concessions Authority and Construction Performance Security shall be returned.
- **The Operation and Maintenance Performance Security:** The Concessionaire shall, at the time of issuance of Construction Completion Certificate from the Authority, The bidder has to submit the O&M Performance Security in form of the Bank Guarantee. The O&M performance security shall be equivalent to 1.5 times of the Annual Concession Fee payable to the Concessions Authority for

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the respective year and shall be kept valid throughout the Concession Period. The O&M Performance Security shall be renewed every year with the change in Annual Concession Fee.

3.5 One Bid per Bidder

Each bidder shall submit only one bid for the Project. Violation of this shall lead to disqualification of the bidder along with the consortium it is the part of.

3.6 Proposal Preparation and Cost

All Bidders are required to submit a detailed proposal (herein-after referred to as the Proposal or Bid) in accordance with the guidelines set forth in this RFP document. Bidders should provide information sought herein in the prescribed formats in order to accurately establish and interpret the information provided. The cost of preparation of Proposal and related expenses shall be borne by the Bidders themselves.

3.7 Due Diligence, Inspection and Investigation

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the site and information/ data provided by PAHCL in the RFP Document, when they submit the Proposal. Interested Bidders are invited to visit and inspect the site at their own expense. Failure to investigate fully the site or subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after its Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

3.8 Validity of Proposal

- 3.8.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the due date of submission ("Proposal Validity Period"). PAHCL reserve 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 PAHCL.
- 3.8.2 A bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension.
- 3.8.3 The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Concession Agreement.

3.9 Right to Reject Proposals

- 3.9.1 Notwithstanding anything contained in this RFP Document, PAHCL reserve the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a bidder or create any obligation / liability upon PAHCL of any type whatsoever.
- 3.9.2 **Misrepresentation / Fraud / Breach of Terms and 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

Revival of Incomplete Hotel at Anandpur Sahib through PPP

terms of this bid/ Proposal, the bid will be cancelled by PAHCL. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

3.10 Disputes

- 3.10.1 All disputes between the Successful Bidder and PAHCL shall be settled as per the Dispute Resolution Procedure elaborated in the Draft Concession Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where PAHCL ask for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
- 3.10.2 The courts at Delhi alone shall have the exclusive jurisdiction to try all the cases arising out of this RFP document.

4 TENDERING PROCEDURE AND SCHEDULE

4.1 General

4.1.1 Bidders may send their queries to PAHCL by 11/02/2018 in writing. All the bidders will be sent clarification to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by PAHCL.

4.1.2 Pre-Bid Meeting

- i. The Bidders designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on 13/02/2018 at 1500 PM at Chandigarh.
- ii. The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- iii. deleted
- iv. It is preferable to attend the Pre-Bid Meeting. Subsequent to the date of the Pre-Bid Meeting, PAHCL may not respond to questions or inquiries from any Bidder who has not attended the Pre-Bid Meeting.

4.2 Amendment of RFP

4.2.1 At any time prior to the Proposal Due Date, PAHCL may, for any reason, whether at its own initiative or in response to the clarifications requested by bidder (s), modify the RFP through the issuance of Addendum. This will be uploaded only on the website following websites and shall be binding upon them.

- <http://itdc.eproc.in>,
- www.tourism.gov.in,
- www.theashokgroup.com,
- www.tenders.gov.in,
- www.eprocure.in,
- www.dipam.gov.in,
- <https://etender.punjabgovt.gov.in> under "Punjab Heritage Tourism Promotion Board" head in other tenders

4.2.2 In order to give the bidders reasonable time in which to take an Addendum into account, or for any other reason, PAHCL may, at its discretion, extend the Proposal Due Date.

4.3 Preparation and Submission of Proposal

4.3.1 Completed proposals shall be submitted on or before 1600 hours, 26/02/2018-

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(Proposal Due Date) at PAHCL at the address given below.

Managing Director

Punjab Ashok Hotel Company Limited

SCO- 183-84, Sector- 8 C,

Madhya Marg, Chandigarh- 160018

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- 4.3.2 PAHCL at its sole discretion, retains the right, but is not obliged, to extend the Proposal Due Date by issuing an Addendum as stated above.
- 4.3.3 Bidders shall furnish the information strictly as per the formats given in Clause 6 of this RFP document without any ambiguity. PAHCL shall not be responsible if the bidder fails to provide the information in the prescribed formats resulting in lack of clarity in interpretation and consequent disqualification.
- 4.3.4 In case of a Consortium, wherever required, the Proposal must contain such information individually for each member of the Consortium.
- 4.3.5 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly bid for the project, and in case the project is awarded to them, to form a 'SPC' that will subsequently carry out all its responsibilities as the 'Concessionaire'. The MOA shall also include the nomination of the Lead Member in the Consortium and responsibilities of each member at each stage.
- 4.3.6 All proposals/bids/offers shall be signed by the duly 'Authorized Signatory' of the Bidder. In case of a Consortium, the proposal shall be signed by the duly Authorized Signatory of the Lead Member. Bidders shall submit a supporting Power of Attorney authorizing the signatory of the Proposal to commit the bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a Consortium, such Power of Attorney shall be signed by all members of the Consortium and shall be legally binding on all of them.
- 4.3.7 The Authorized Signatory shall initial the Proposal on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal.
- 4.3.8 All witnesses shall be the persons of status and probity and their full names and addresses shall be stated below their signatures. All signatures in the Proposal documents shall be dated.
- 4.3.9 Bidders are required to submit one original set of the Proposal, including the Original RFP issued/ downloaded to them and clearly marked as "ORIGINAL".
- 4.3.10 Any Bidder, which submits or participates in more than one Proposal for the said project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a member.

4.4 Language and Currency

4.4.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the bid is in any other language, the same will be supported by an English translation and in case of any ambiguity the translation (original as translated by PAHCL) shall prevail.

4.4.2 The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

4.5 Bidder's Responsibility

4.5.1 would be deemed that prior to the submission of Proposal, the bidder has made a complete and careful examination of:

- The requirements and other information set forth in this RFP document.
- The various aspects of the Project including, but not limited to the following:
 - The Project Site, existing facilities and structures, access roads and public utilities in the vicinity of the Project Site;
 - 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.

4.5.2 Project Site Visit

- a. The bidders prior to submitting their bid for the project, are expected to visit and examine the project sites and the sites' surroundings at his/her own expenses, the sites being offered on "**as is where is**" basis and ascertain on their own responsibility information, technical data, traffic data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- b. It shall be assumed that all these factors were accounted for by the bidder while quoting his bid. The bidder shall be deemed to have full knowledge of the sites whether he inspects it or not.

4.5.3 PAHCL shall not be liable for any mistake or error or neglect by the bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

4.6 Sealing and Marking of Proposals

4.6.1 The Proposals shall be sealed, marked and submitted as explained below:

- a) **Envelope No.1** containing the Proposal Security shall be marked as

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“PROPOSAL SECURITY DEPOSIT” as per Format F

- b) **Envelope No. 2**, duly marked as **“TECHNICAL PROPOSAL”** and shall contain the following:
- Relevant documents (Such as audited financial statements and documentary evidence of experience like client certificate, etc.) confirming the “Technical Qualification Conditions” laid down in Clause 3.2.
 - Letter of Application and Interest (As per Format A)
 - General Information on the Bidder (As per Format B)
 - Power Of Attorney for Signing of Application (as per Format E)
 - Affidavit (As per Format D)
 - Original RFP Document duly signed (on each page) by an authorized representative as a token of acceptance.
 - Power of Attorney by Each Member of the Consortium in Favour of Lead Member (as per format G)
 - Deed of Guarantee (as per Format H)
 - Letter from all consortium members, as per clause 4.3.10.

All required submissions, if the Bidder is applying through Consortium and as stated in the RFP Document

- c) **Envelope No. 3; duly marked as “FINANCIAL PROPOSAL” (as per Format C)**
- d) All the above envelopes shall be enclosed in an outer cover/ envelope marked as **“RFP for Revival of Incomplete Hotel at Anandpur Sahib through PPP”**
- e) **The Outer envelope shall be addressed to:**

Managing Director

Punjab Ashok Hotel Company Limited

SCO- 183-84, Sector- 8 C,

Madhya Marg, Chandigarh- 160018

If any envelope is not sealed and marked, as instructed above, PAHCL assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In that case, the prematurely opened proposals will be rejected. PAHCL hereby clarifies that only the hard bound proposals shall be considered responsive. If the proposal is not hard bound, it shall be summarily rejected.

4.6.2 Any Proposal received by PAHCL after 1630 hours on the Proposal Due Date will be liable for rejection.

4.7 Modification and Withdrawal of Proposals

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- 4.7.1 No Proposal shall be modified or withdrawn by the bidder after the Proposal Due Date.
- 4.7.2 Withdrawal of a Proposal during the interval between Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the proposal security.

4.8 Opening of Proposals

- 4.8.1 The Technical Proposals received shall be opened by the Committee constituted by PAHCL in the presence of the Bidders who choose to attend at **1630 hours on 26/02/2018**. The date for opening of Financial Proposals shall be intimated in advance to the technically qualified bidders.
- 4.8.2 A. PAHCL reserve the right to reject any Proposal, if:
 - 1. It is not signed, sealed and marked as stipulated in Clause 4.6.
 - 2. There are inconsistencies between the Proposal and the supporting documents.
- 4.8.2 B. PAHCL reserve the right to reject any Proposal and forfeit the proposal security, if
 - 1. There are conditions proposed with the Technical and/or Financial Proposals.
 - 2. It provides the information with material deviations/ forged / fabricated documents.
- 4.8.3 A material deviation or reservation is one:
 - a) which affects in any substantial way, the scope, quality, or performance of the Project, or
 - b) which limits in any substantial way, inconsistent with the RFP document, PAHCL's rights or the Bidder's obligations, or
 - c) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.
- 4.8.4 No request for modification or withdrawal shall be entertained by PAHCL in respect of such Proposals.
- 4.8.5 To facilitate evaluation of Proposals, the Concessions Authority may, at its sole discretion, seek clarification in writing from any Bidder regarding its Bid.

4.9 Evaluation of Proposals

The evaluation will be done in two steps as explained below:

- 4.9.1 In Step - I, the Proposal Security in Envelope 1 shall be first checked. The Proposals without the appropriate Proposal Security, or where the Proposal security is in form of the BG and the banks do not verify the Bank Guarantees submitted as Proposal

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Security, will be rejected. Then in Step II, submission (s) in Envelope 2 i.e. Technical Proposal shall be checked. All bidders passing Step I of the evaluation will be considered responsive enough to be considered for the next steps.

- 4.9.2 In Step– II of evaluation, the Financial Proposals in Envelope 3 of only those bidders who have passed Step I and Step II shall be opened in presence of the nominees of the bidders, who choose to attend the same. Bidders shall be ranked H1, H2, H3 etc. in decreasing order of their Financial Proposals. The selection will be made on the basis of the highest Annual Concession Fee (H1). The bidder quoting the highest Annual Concession Fee will be invited to sign the Concession Agreement.
- 4.9.3 Deleted
- 4.9.4 Deleted
- 4.9.5 The Proposal (Financial Proposal and Technical Proposal) should be unconditional and any conditionality attached with the Proposal shall result in the rejection of the Proposal.
- 4.9.6 Financial Proposals of bidders who do not qualify the Step-I of evaluation will not be opened and will be returned unopened.

4.10 Confidentiality

- 4.10.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders shall not be disclosed to any person not officially concerned with the process. PAHCL will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. PAHCL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

4.11 Acceptance of the Proposal

- 4.11.1 PAHCL shall issue Letter of Intent (LoI) to the selected bidder for the Project.
- 4.11.2 The selected bidder is required to send his acceptance of the LoI within seven (7) days from the date of its receipt.
- 4.11.3 PAHCL shall retain the right to withdraw the LoI in the event of the selected bidder's failure to accept the LoI within the time limit specified in the above clause.

4.11.4 In this event, PAHCL shall forfeit the Proposal Security of the selected bidder.

4.12 Execution of Concession Agreement

4.12.1 The Successful Bidder is required to sign the Concession Agreement within 30 days of conveying his acceptance of the LoI to PAHCL in writing. But prior to signing of the Agreement, the bidders must satisfy the following conditions. PAHCL shall not execute the Concession Agreement until these conditions have been satisfied.

- The Successful Bidder has submitted the requisite Construction Performance Security to PAHCL, within 3 (three) weeks from the receipt of LOI.
- The Successful Bidder has submitted the requisite Upfront Premium to PAHCL, within 3 (three) weeks from the receipt of LOI.
- The Successful Bidder, in case of consortium, has to form a SPC, as per provisions laid down in Clause 3.3.5, within 3 (three) weeks from the receipt of LOI.
- Deleted
- Deleted

4.12.2 Failure to meet the above conditions will result in a breach and PAHCL shall be entitled to cancel the award without being liable, in any manner whatsoever, to the bidder and to appropriate the Proposal Security and any other amount deposited till that time as 'Damages'.

4.12.3 The cost of stamp duty for execution of Concession Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Successful Bidder.

4.12.4 In case of failure to sign the Concession Agreement within the stipulated time, PAHCL shall retain the right to cancel the Award and forfeit the bidder's Proposal Security and any other amount deposited till that time without being liable in any manner whatsoever to the bidder.

4.13 Proposals of other Bidders

4.13.1 PAHCL shall return the Proposal Security received from the bidders who have not qualified in Step I of the evaluation, within 180 (One hundred eighty) days of opening of the Technical Proposal. The Proposal Security shall be returned without payment of any interest.

4.13.2 Proposal Security received from all the short listed bidders after Step – II of evaluation

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will be returned within 60 (Sixty) days from the date of opening of financial proposal, and returned thereafter, without payment of any interest.

5 PRESCRIBED FORMATS

A. Letter of Application & Interest

(To be submitted and signed by the Bidder's authorized signatory)

The Managing Director
Punjab Ashok Hotel Company Limited
SCO- 183-84, Sector- 8 C,
Madhya Marg, Chandigarh- 160018

Subject: RFP for Revival of Incomplete Hotel at Anandpur Sahib through PPP

Sir,

1. Being duly authorized to represent and act for and on behalf of.(Hereinafter referred to as "the Bidder"), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for "**Revival of Incomplete Hotel at Anandpur Sahib through PPP**" according to the terms & conditions of the RFP Document issued by PAHCL.
2. Our Technical & Financial Proposals are as per the requisite formats along with the supporting documents, duly filled and signed on each page and are enclosed in separate sealed envelopes as specified.
3. The Proposal Security is enclosed in the Envelope 1 marked "Proposal Security Deposit".
4. PAHCL and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and as requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the present Bidder.
5. PAHCL and its authorized representatives may contact the following persons for any further information:
Name of the person (s) :
Address:
Phone:; Fax:
6. This application is made with full understanding that:

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- a) PAHCL reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
- b) PAHCL shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
7. I/ We, the undersigned, declare that the statements made and the information provided in the duly completed application forms enclosed herewith, are complete, true and correct in every detail.
8. I/ We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the Proposal. We have also visited the project site for the assessment and have made our own due diligence and assessment regarding the Project.
9. I/ We agree to keep our proposal valid for one hundred eighty (180) days from the date of submission of Proposal thereof and not to make any modifications in its terms and conditions not acceptable to the PAHCL. Should this Proposal be accepted, I/ we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of proposal submitted by me/ us will be subject to verification of all information, terms and conditions submitted at the time of bidding and it's final acceptance by PAHCL. I/ We agree that, without prejudice to any other right or remedy, PAHCL shall be at liberty to forfeit the said Proposal Security absolutely.

Authorized signatory

Date :

Name and seal of Bidder

Place :

Encl:

1. The Proposal Security of Rs. _____ (Rupees _____) in the form of Demand Draft/ RTGS/ NEFT bearing No. _____ drawn upon _____ (bank) dated _____
2. Power Of Attorney for signing of Application (as per Format G)/Board resolution authorizing the signatory
3. Memorandum of Agreement (MOA) in case of a Consortium
4. Relevant Submissions as per the given formats

B. General Information of the Bidder

1. (a) Name :
(b) Country of incorporation :
(c) Address of the corporate headquarters and its branch office(s), if any, in India :
:
2. Details of individual(s) who will serve as the point of contact / communication for PAHCL within the Company:
(a) Name :
(b) Designation :
(c) Company :
(d) Address :
(e) Telephone Number :
(f) Mobile No :
(g) Fax Number :
(h) E-Mail Address :
3. In case of Consortium:
 - a. The information above (1& 2) should be provided for all the members of the consortium.
 - b. Information regarding role of each member should be provided:

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*
1			
2			
3			

* Specify whether Lead Member / Ordinary Member

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the bidder)

Designation

Place:

Date

Documents to be enclosed:

1. Documents certifying Bidder's legal status i.e. Certificate of incorporation / registration etc.
2. Relevant documentary evidence for claiming the Hospitality experience as per clause 3.2.3 (a). the documents admissible for this shall be:
 - a. Ministry of Tourism Certification for Classification of the Hotel. Or,
 - b. In case of real estate experience, Certificate of Possession issued by concerned Government Authority.

It is clarified that no document shall be admissible as the documentary evidence to comply with conditions of the RFP document, which is dated after the Proposal Due Date.

3. Proof of net worth and average annual turnover as stated in clauses 3.2.3 (b) and 3.2.4 respectively duly certified by Chartered Accountant or Statutory Auditor on its letterhead.
4. The Audited Annual Financial Statements for the FY 2015-16, 2014-15 & 2013-14.
5. In case of a Consortium, MoU & Power of Attorney signed by each Consortium partner, clearly indicating the lead partner
6. Latest brochures/ organization profiles, etc.

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C. Format for Financial Proposal

(To be submitted and signed by the Bidder's authorized signatory)

Managing Director

Punjab Ashok Hotel Company Limited
SCO- 183-84, Sector- 8 C,
Madhya Marg, Chandigarh- 160018

Sub: Revival of Incomplete Hotel at Anandpur Sahib through PPP.

Sir,

We hereby submit our Financial Proposal for the captioned Project. If the Project is awarded to us, we agree to make the following payments to PAHCL as per the terms given in the Request for Proposal (RFP) Document.

S. No.	Description	Amount (in Rs.)
I	Annual Concession Fee	Rs.....(in figures) Rupees..... (in words)
	Taxes will be paid extra as applicable from time to time	

We are making this Proposal after taking into consideration all the terms and conditions stated in the RFP document (including Article 2.9.1- "Annual Concession Fees" of the draft Concession Agreement) and after careful assessment of the Project Site, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for 180 (One Hundred and Eighty) days from the due date of submission of this Proposal. We undertake to abide by all the terms and conditions of the RFP Document.

Authorized signatory

Date :

Name and seal of Bidder

Place :

D. Affidavit

(To be given separately by each consortium member in case of a consortium or otherwise by the Bidder on a Stamp Paper of Rs. 10)

I,, S/o,resident of, the(insert designation) of the(insert name of the single bidder/consortium member, if the bidder is a consortium), do solemnly affirm and state as under :

1. **That** I am the authorised signatory of(insert name of company / consortium member) (hereinafter referred to as “Bidder / Consortium Member”) and I am duly authorised by the Board of Directors of the Bidder / Consortium Member to swear and depose this Affidavit on behalf of the Bidder / Consortium member.
2. **That** I have submitted information with respect to our eligibility for PAHCL proposal for the Revival of Incomplete Hotel at Anandpur Sahib through PPP (hereinafter referred to as “Project”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. **That** I hereby affirm to furnish any information, which may be requested by PAHCL to verify our credentials / information provided by us under this tender and as deemed necessary by PAHCL.
4. **That** if at any point of time including the Concession Period, in case PAHCL requests any further / additional information regarding our financial and / or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of PAHCL.
5. **That** I fully acknowledge and understand that furnishing of any false or misleading information by us in the RFP document shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION :-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to the best of my knowledge. No part of it is false and nothing material has been concealed therein.

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Verified at, on this day of....., 2018.

DEPONENT

E. Format for Power of Attorney for Signing of Application

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position ofas 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 for the Project Revival of Incomplete Hotel at Anandpur Sahib through PPP including signing and submission of all documents, applications, bids, participation in pre-bid conferences and providing information / responses to PAHCL, representing us in all matters before PAHCL and generally dealing with PAHCL in all matters in connection with our bid for the said project.

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

In witness whereof, we _____ the above named Principal have executed this Power of Attorney on this _____ Day of _____ 2018.

For.....

Accepted

.....(Signature)

(Name, Title and address) of the Attorney

Note:

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

F. Format for Proposal Security (Bank Guarantee)

PROPOSAL SECURITY FORMAT

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ Dated: _____

Issuer of Bank Guarantee:

_____ (Name of the Bank)

(hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Punjab Ashok Hotel Company Limited (PAHCL)

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee

Context of Bank Guarantee:

In pursuance of Clause 3.4.1 of Section 1 of the Request for Proposal Document dated _____ (hereinafter referred to as the “RFP” inclusive of draft Concession Agreement for the Revival of Incomplete Hotel at Anandpur Sahib through PPP (hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner to relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and PAHCL and is not dependent upon execution or performance of any Agreement amongst PAHCL and _____ (name of the bidder).

Operative part of the Bank Guarantee:

1. At the request of the _____, we _____ (name and address of the bank), (hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the PAHCL i.e. the beneficiary on behalf of the Bidder, up to a total sum of

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Rs._____,such sum being payable by us to the PAHCL immediately upon receipt of first written demand from PAHCL.

2. We unconditionally and irrevocably undertake to pay to the PAHCL on an immediate basis, upon receipt of first written demand from the PAHCL and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the PAHCL to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of Rs._____or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs._____.
3. We hereby waive the necessity of the PAHCL demanding the said amount from Bidder prior to serving the Demand Notice upon us.
4. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the PAHCL that the PAHCL shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the PAHCL by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the PAHCL.
6. We unconditionally and irrevocably undertake to pay to the PAHCL, any amount so demanded not exceeding Rs._____, notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the PAHCL, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
7. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until_____ (180 days from the proposal due date).

Notwithstanding any contained herein:

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Our liability under this Bank Guarantee shall not exceed Indian Rs._____. This unconditional and irrevocable Bank Guarantee shall be valid w.e.f._____(Date of Submission of Proposal) to_____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if Punjab Ashok Hotel Company Limited (PAHCL), serves upon us a written claim or demand on or before_____.

Authorized Signatory

For Bank

G. Power of Attorney by Each Member of the Consortium in Favour of Lead Member

Dated _____

**POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN**

WHEREAS we have decided to participate in the bidding process for the “**Revival of Incomplete Hotel at Anandpur Sahib through PPP**” (the “Project”) and we _____[name of authorising company/agency] as independent member of ----- [name of the Consortium], incorporated under the laws of -----, the registered address of which is ----- lawfully authorise _____(name of the lead member) to represent and act on our behalf as the Lead Member of the Consortium to sign any qualification statement, proposal, conduct negotiations, sign contracts, incur liabilities and receive instructions on our behalf and to execute all other necessary matters in connection with the Project. We hereby confirm that we are jointly and severally liable, together with other members of the Consortium, to PAHCL for all of the obligations of the Consortium in respect of our qualification statement, technical and financial proposal for the project, in accordance with the RFP document for the Project issued on ----- and the addendums issued subsequently.

We hereby ratify and confirm that all acts done by our said attorney ----- (name of lead member) shall be binding on us as if the same has been done by us personally. We hereby also ratify and confirm that if we are selected as Successful Bidder, we shall incorporate a Company under The Companies Act, 1956 as per the following shareholding pattern:

Party	% Shareholding

IN WITNESS WHEREOF, we have hereunto set our respective hands this -----day of ----- --2018 in the presence of the following witnesses

Witness 1
Signature -----

Witness 2
Signature -----

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Name	-----	Name	-----
Address	-----	Address	-----

By ----- [the Authorizing Company]

Signature ----- [Signature of authorized signing officer]

Name ----- [Name of authorized signing officer]

Title ----- [Title of authorized signing officer]

H. Format of Parent / Holding Company Guarantee

FORMAT OF PARENT / HOLDING COMPANY GUARANTEE (TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at _____ this ____ day of _____ by M/s _____ (mention complete name) a company duly organized and existing under the laws of _____ (insert jurisdiction / country), having its Registered Office at _____ hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

- A. Punjab Ashok Hotel Company Limited (PAHCL) or “Concessioneing Authority”, which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, had invited Bids / proposals for the “Project” – Revival of the Hotel Complex at Sri Anandpur Sahib on PPP mode by issuing Request For Proposal (“RFP”) document (including its addendums) to the prospective “Bidders” to implement the said Project for and on behalf of the Concessioneing Authority.
- B. M/s _____ (mention complete name), a company duly organized and existing under the laws of India (insert jurisdiction / country), having its Registered Office at _____ (give complete address) hereinafter called “the Subsidiary”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, * is a Subsidiary of the Guarantor, which has in response to the above mentioned RFP document (including its addendums) invited by the PAHCL is submitting its Bid / proposal _____ to Punjab Ashok Hotel Company (hereinafter called “PAHCL”) to fulfill the condition that the Subsidiary shall arrange a guarantee from its Parent / Holding company, guaranteeing due and satisfactory performance of the work covered under the said RFP document (including its addendums) or any change made in may be deemed appropriate by the PAHCL at any stage.

* Subsidiary shall mean and include – in case of a company or corporation, which is directly or indirectly owned by the Guarantor / Parent / Holding Company, by way of ownership of more than 50% (fifty per cent) of the voting shares of such Subsidiary company. In case of 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.

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- C. The Guarantor represents that they have gone through and understood the requirement of the above said RFP document (including its addendums) and are capable of and committed to provide technical, financial and such other supports as may be required by the Subsidiary for the successful execution of the same.
- D. The Guarantor is executing this Deed of Guarantee in favour of PAHCL, wherein the Guarantor and the Subsidiary shall be jointly and severally liable towards the Project and the Guarantor shall also be pledging / providing technical, financial and such other supports as may be necessary to the Subsidiary for performance of the work relating to the said Project as per the RFP document (including its addendums) and as per the Concession Agreement contained in the RFP document.
- E. Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for PAHCL to enter into agreement(s) with the Subsidiary, the Guarantor hereby agrees to give this guarantee and undertakes as follows:
1. The Guarantor (Parent / Holding Company) unconditionally agrees that in case of non-performance by the Subsidiary of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by PAHCL, take up the Project without any demur or objection, in continuation and without loss of time and without any cost to PAHCL and duly perform the obligations and responsibilities of the Subsidiary to the satisfaction of PAHCL. In case the Guarantor also fails to discharge its obligations herein and is not able to complete the Project satisfactorily, PAHCL shall have absolute rights for effecting the execution of the Project from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to PAHCL for any non-performance or unsatisfactory performance by the Guarantor or the Subsidiary of any of their obligations.
 2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the Project (including discharge of the warranty obligations) awarded to the Subsidiary till the completion of the Concession Period (including any extension).
 3. The Guarantor shall be jointly with the Subsidiary, as also severally responsible for the satisfactory execution and performance of Project during the currency of the “Concession Agreement” to be entered amongst the Subsidiary, PAHCL.
 4. The liability of the Guarantor, under this Guarantee, shall be limited to the value / scope of the Concession Agreement to be entered amongst the Subsidiary and PAHCL. In case the Subsidiary is part of any SPC (to be so formed for the Project), the liability of the Guarantor shall be limited to its Subsidiary’s proportional share in any such SPC. In no event shall the Guarantor’s liability hereunder, either in its capacity of Guarantor

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or as a Concessionaire – should it perform the contract agreement(s) in the event of the Subsidiary's non-performance as per Para / Point 1 hereinabove, exceed that of the Subsidiary's liability under the mutually agreed Project contract awarded to the Subsidiary. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Subsidiary.

5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals, permits and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of only Delhi, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.
9. The Guarantor represents and confirms that in pursuance to Para / Point 8, the Guarantor has submitted and provided to PAHCL (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge / provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Concession Agreement.

For & on behalf of (Parent / Holding Company)

M/s _____

Witness:

1.

2.

I. Format of Individual / Single Bidder Guarantee Towards SPC

Format of Individual / Single Bidder Guarantee towards SPC (if applicable & after LOI)

(To Be Made On Stamp Paper of Requisite Value And Notorised)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at _____ this _____ day of _____ by M/s _____ (mention complete name) a company duly organized and existing under the laws of _____ (insert jurisdiction / country), having its Registered Office at _____ hereinafter called “the Guarantor” or the “Successful Bidder”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

- A. Punjab Ashok Hotel Company Limited (hereinafter called “PAHCL” or “Concessioneing Authority”, which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns), had invited Bids / Proposals for the “Project” – Development, Financing, Designing, Construction, Upgradation and Operation & Maintenance of Hotel Complex at Sri Anandpur Sahib, Punjab by issuing Request For Proposal (“RFP”) document (including its addendums) to the prospective “Bidders” to implement the said Project for and on behalf of the Concessioneing Authority.
- B. M/s _____ (mention compete name), a company duly organized and existing under the laws of India (insert jurisdiction / country), having its Registered Office at _____ (give complete address) hereinafter called the Special Purpose Company “the SPC”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, * is a Subsidiary of the Guarantor, and has been formed for the development of the Project with one of the condition that the SPC shall arrange a guarantee from its Parent / Holding Company, i.e. Guarantor, guaranteeing due and satisfactory performance of the work covered under the said RFP document (including its addendums) or any change made in may be deemed appropriate by the PAHCL at any stage.

* Subsidiary shall mean and include – in case of a company or corporation, which is directly or indirectly owned by the Guarantor / Parent / Holding Company, by way of ownership of more than 50% (fifty per cent) of the voting shares of such Subsidiary company. Incase of 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.

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- C. The BID / Proposal submitted by the Guarantor was accepted by Punjab Ashok Hotel Company Limited (hereinafter referred as “PAHCL”), on behalf of PAHCL and this Guarantor was declared the “Successful Bidder”. Accordingly, the Guarantor is executing this Deed of Guarantee towards / in favour of its SPC after the issuance of Letter of Intent (LoI) dated_____by PAHCL to the Guarantor / Successful Bidder.
- D. The Guarantor represents that it has gone through and understood the requirement of the above said RFP document (including its addendums) and are capable of and committed to provide technical, financial and such other supports as may be required by the SPC for the successful execution of the same.
- E. The Guarantor is executing this Deed of Guarantee in favour of PAHCL, wherein the Guarantor and the Subsidiary shall be jointly and severally liable towards the Project and the Guarantor shall also be pledging / providing technical, financial and such other supports as may be necessary to the Subsidiary for performance of the work relating to the said Project as per the RFP document (including its addendums) and as per the Concession Agreement contained in the RFP document.
- F. Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for PAHCL to enter into agreement(s) with the SPC, the Guarantor hereby agrees to give this guarantee and undertakes as follows:
1. The Guarantor (Parent / Holding Company) unconditionally agrees that in case of non-performance by the SPC of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by PAHCL, take up the Project without any demur or objection, in continuation and without loss of time and without any cost to PAHCL and duly perform the obligations and responsibilities of the SPC to the satisfaction of PAHCL. In case the Guarantor also fails to discharge its obligations herein and is not able to complete the Project satisfactorily, PAHCL shall have absolute rights for effecting the execution of the Project from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to PAHCL for any non-performance or unsatisfactory performance by the Guarantor or the SPC of any of their obligations.
 2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the Project (including discharge of the warranty obligations) awarded to the SPC till the completion of the Concession Period (including any extension).
 3. The Guarantor shall be jointly with the SPC, as also severally responsible for the satisfactory execution and performance of Project during the currency of the “Concession Agreement” to be entered amongst the SPC and PAHCL.

4. The liability of the Guarantor, under this Guarantee, shall be limited to the scope of the Concession Agreement to be entered amongst the SPC and PAHCL. In no event shall the Guarantor's liability hereunder, either in its capacity of Guarantor or as a Concessionaire – should it perform the contract agreement(s) in the event of the SPC's non-performance as per Para / Point 1 hereinabove, exceed that of the SPC's liability under the mutually agreed Project contract awarded to the SPC. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the SPC.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals, permits and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of only Delhi, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.
9. The Guarantor represents and confirms that in pursuance to Para / Point 8, the Guarantor has submitted and provided to PAHCL (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge / provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Concession Agreement.

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For & on behalf of (Parent / Holding Company)

M/s _____

Witness:

- 1.
- 2.