

REQUEST FOR PROPOSAL

FOR

SELECTION OF THE OPERATOR FOR OPERATION & MANAGEMENT OF SHRI CHINTPURNI SADAN BLOCK –C, DISTRICT UNA, (A COMMERCIAL COMPLEX –HOTEL & RESTAURANT) IN HIMACHAL PRADESH ON PPP MODE

ADDENDUM-II TO THE RFP DOCUMENT DATED 24.11.2021

S. No.	Clause No./ Page No. of the Document	Existing Provisions	Revised Provisions
<u>Request for Proposal Document : Vol. I</u>			
1.	Vol. I RFP- 2.2.2 (A) Pg. No. 19	<p>To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the “Minimum Eligibility Criteria”):</p> <p>(A) Technical Capacity: For demonstrating technical capacity and experience, the Bidder in the past 5 (five) years preceding the Bid Due Date should possess experience of having executed the following Eligible Projects :</p> <p>(i) developed operated and maintained <u>OR</u> operated, managed and maintained at least 1 (one) hotel/ resort with minimum 20 rooms having facilities and service levels compliant to 2 star or above category hotel guidelines issued by the Ministry of Tourism, Govt. of India. Such hotel/ resort should have been operated, managed and maintained by the Bidder for more than 1 (one) year prior to the Bid Due Date; or</p> <p>(ii) operated and maintained hospitality/ tourism sector projects* for a continuous period of at least 3 years prior to the Bid Due Date.</p>	<p>To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility (the “Minimum Eligibility Criteria”):</p> <p>(B) Technical Capacity: For demonstrating technical capacity and experience, the Bidder in the past 5 (five) years preceding the Bid Due Date should possess experience of having executed the following Eligible Projects :</p> <p>(iii) developed operated and maintained <u>OR</u> operated, managed and maintained at least 1 (one) hotel/ resort with minimum 20 rooms having facilities and service levels compliant to 2 star or above category hotel guidelines issued by the Ministry of Tourism, Govt. of India. Such hotel/ resort should have been operated, managed and maintained by the Bidder for more than 1 (one) year prior to the Bid Due Date; or</p> <p>(iv) operated and maintained hospitality/ tourism sector projects* for a continuous period of at least 3 years prior to the Bid Due Date.</p> <p>* Eligible Project means and includes any project pertaining to development, operation, maintenance of hotels, resorts, restaurants, food courts, amusement parks, theme parks, malls, banquet halls and convention centres.</p>

		<p><i>* hospitality/ tourism sector projects mean restaurants, food courts, amusement parks, theme parks, malls, banquet halls and convention centres.</i></p>	<p>Note:</p> <ol style="list-style-type: none"> <u>The Eligible Project should be approved and licensed by the Department of Tourism, Himachal Pradesh or the concerned competent authority in case the Eligible Project is located in any other State/ UT.</u> <i>The Eligible Projects which were developed and completed by the Bidder during the period prior to last 5 years preceding Bid Due Date but the same is being operated and managed by the Bidder continuously during the last 5 years will be considered as eligible projects.</i> <i>The experience of operation and maintenance is a mandatory requirement for qualification.</i> <p>In case of a Joint Venture, any Member of the Joint Member can meet the Technical Capacity criteria.</p>
2.	Vol. I RFP- 2.2.2 (B) (ii) Pg. No. 20	<p>(A) Financial Capacity: For demonstrating financial capacity, the Bidder shall have :</p> <ol style="list-style-type: none"> Minimum Net Worth of Rs.3 crores (Rupees Three Crores) at the close of the financial year preceding the Bid Due Date; Positive Cash Flows for any 3 out of the last 5 Financial Years. <p>In case of a Joint Venture, the Financial Capacity criteria at Clause 2.2.2(B)(i) above may either be satisfied by the Lead Member individually or by both Members of the JV collectively in which case the Lead Member must essentially meet atleast 51% of the Net Worth criteria. Further, in case of a Joint Venture, the Financial Capacity criteria at Clause 2.2.2 (B) (ii) above is essentially required to be satisfied either by the Lead Member individually or by the co-member individually.</p>	<p>(B) Financial Capacity: For demonstrating financial capacity, the Bidder shall have :</p> <ol style="list-style-type: none"> Minimum Net Worth of Rs.3 crores (Rupees Three Crores) at the close of the financial year preceding the Bid Due Date; Positive Cash Flows for any 3 out of the last 5 Financial Years. <p><u>In case of a Joint Venture, the Financial Capacity criteria at Clause 2.2.2(B)(i) above may either be satisfied by any one Member or both Members of the JV collectively.</u> Further, in case of a Joint Venture, the Financial Capacity criteria at Clause 2.2.2 (B)(ii) above is essentially required to be satisfied either by the Lead Member individually or by the co-member individually.</p>
3.	Vol. I RFP- 2.2.3 (ii) Pg. No. 20	Duly filled in (Yes/No), signed & stamped checklist appended at Annexure-A to this RFP document;	Duly filled in (Yes/No), signed & stamped checklist appended at Annexure-A to this RFP document <u>in case of Eligible Project falling</u>

			<u>under Clause 2.2.2 (A)(i) along with a self-declaration duly attested by an Oath Commissioner (as per format prescribed below at sr. no. 5) that the Eligible Project is being operated and maintained by the Bidder equivalent to 2-star category hotel norms; and (b) duly countersigned copy of the valid registration/ license issued by the Department of Tourism, Himachal Pradesh or the concerned competent authority in case the Eligible Project is located in any other State/ UT along with certificate from statutory auditor/ chartered accountant that such Eligible Project is currently in operation even on Bid Due Date, shall be mandatorily provided as a part of the Technical Bid as proof for demonstrating prior technical experience of Eligible Project, applicable in case of Eligible Project falling both under Clause 2.2.2 (A) (i) & (ii).</u>
4.	Vol. I RFP- 3.4.2 Pg. No. 35	The Bidder should provide necessary information in relation to Eligible Projects as per the format at Annex-II of Appendix-I along with evidence in support of claim of Technical Capacity in the form of certificates from statutory auditor/ chartered accountant in support thereof as proof. Additionally, for Eligible Project(s) whose experience is being claimed by the Bidder under Clause 2.2.2(A)(i) shall be mandatorily required to submit a duly filed in Checklist as per Annexure-A of this RFP.	The Bidder should provide necessary information in relation to Eligible Projects as per the format at Annex-II of Appendix-I along with evidence in support of claim of Technical Capacity as specified in Clause 2.2.3(i) & (ii).
5.	Appendix-I/ Annex-II/A Pg. No. 50	Note: 1. Provide details of only those Projects that have been undertaken by the Bidder under its own name and/ or by a Joint Venture Member in case of Joint Venture. The projects cited must comply with the Technical Capacity specified in Clause 2.2.2(A)(i) of the RFP document. 2. The date of commencement of operations and number of years/ months of operation & maintenance of the project as on the Bid Due Date needs to be certified by the Statutory Auditor/ Chartered Accountant of the	Note: 1. Provide details of only those Projects that have been undertaken by the Bidder under its own name and/ or by a Joint Venture Member in case of Joint Venture. The projects cited must comply with the Technical Capacity specified in Clause 2.2.2(A)(i) of the RFP document. 2. The date of commencement of operations and number of years/ months of operation & maintenance of the project as on the Bid Due Date needs to be certified by the Statutory Auditor/ Chartered Accountant of the Bidder. 3. Each Bidder to submit duly filled (Yes/No) checklist for certifying experience of the standards equivalent to 2-star or above hotel guidelines at Eligible Project appended as Annexure-A to this RFP document. This is a

	<p><i>Bidder.</i></p> <p>3. Each Bidder to submit duly filled (Yes/No) checklist for certifying experience of the standards equivalent to 2-star or above hotel guidelines at Eligible Project appended as Annexure-A to this RFP document. This is a mandatory requirement.</p> <p>4. This certificate to be provided on the letter-head of the Statutory Auditor/Chartered Accountant of the Bidder/ Member of the JV.</p>	<p><i>mandatory requirement.</i></p> <p>4. Self-declaration to be provided on the letter-head of the Bidder/ Member of the JV as per format below, attested by the local Oath Commissioner.</p> <p><u>Self-Declaration Format on the letter-head of the Bidder/ Member</u></p> <p>M/s _____ (name of the Bidder/ Member) has developed _____ (name of the Eligible Project) located at _____ . The Project was commissioned on _____ (Date) and as on Bid Due Date has completed ____ years/ months of operations and is currently also in operation.</p> <p>It is certified that the above named Eligible Project is being operated and maintained by the above-named Bidder/ Member as per standards equivalent to 2 star category hotel norms or above, prescribed by the Ministry of Tourism, Government of India.</p> <p style="text-align: center;"><u>OR</u></p> <p>This is to certify that _____ (name of the Eligible Project) located at _____ is being currently operated, maintained and managed by _____ (name of the Bidder/ Member) on lease hold basis/ as owner of the Eligible Project since _____ (Date) and as on Bid Due Date has completed ____ years/ months of operations and is being operated and maintained by the above-named Bidder/ Member as per standards equivalent to 2 star category hotel norms or above, prescribed by the Ministry of Tourism, Government of India.</p> <p>(Signature of the Authorised Signatory of the Bidder)</p> <p>Name of the Authorised Signatory: Designation:</p>
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			Name of the Bidder : Date : Place
Attested by Oath Commissioner			
<u>Request for Proposal Document : Vol. II (Draft Concession Agreement)</u>			
6.	Vol. II DCA Clause No. 6.7.2 (changed through Addendum)	<p>6.7.2 (a) Loss, damage or destruction of the <u>Existing Property</u>, Project Facility and Project Assets including assets handed over by the Authority to the Operator on account of fire, theft, Acts of God, <u>etc. This</u> insurance shall be obtained by the Operator in the name/ favour of the Temple Trust;</p> <p>6.7.2 (e) Any other insurance that may be necessary to protect <u>the Authority</u>, its employees and agents engaged in or connected to the Project and the Project Site including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).</p> <p><u>6.7.3 The Operator</u> shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto, <u>and the decision</u> of the <u>Authority in this regard</u> shall <u>be binding</u>.</p> <p><u>6.7.4</u> All insurances obtained by the Operator in accordance with this <u>Clause 6.7</u> shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Operator shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Operator to the Authority.</p> <p><u>6.7.5</u> All insurance policies in respect of the insurance</p>	6.7.7 The proceeds from all insurance claims in respect of coverage at Clause 6.7.1 (a) & (e) shall be paid to the Authority and shall be released/ reimbursed by the Authority for being applied/ utilized for repair and restoration of the Existing Property, Project Facility and Project Assets, as required.

	<p>obtained by the Operator pursuant to this Clause 6.7 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.</p> <p>6.7.6 The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.</p> <p>6.7.7 The proceeds from all insurance claims in respect of coverage at Clause 6.7.1 (a) & (e) shall be <u>paid to the Authority.</u></p> <p>6.7.8 The Operator expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Operator's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.</p>	
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