

**DEPARTMENT OF TOURISM
GOVERNMENT OF MEGHALAYA**



invites

REQUEST FOR PROPOSAL (RFP)

for

Selection of agency for destination development, operation & maintenance (O&M) with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya.

February 2026

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

Invitation to Bidders

Instructions to Bidders (ITB)

Bid Data Sheet (BDS)

Appendices

Draft Agreement

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Tendering Authority/Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tendering Authority/ Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Tendering Authority/ Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Tendering Authority/ Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Tendering Authority/ Authority, its employees and advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with the Bidders’ for participation in the Bidding Process.

The Tendering Authority/ Authority its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Tendering Authority/ Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Tendering Authority/ Authority is bound to select a Bidder to appoint the Selected Bidder, as the case may be, for the Project and the Tendering Authority/ Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bid or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Authority. All such costs and expenses will be incurred and borne by the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process (hereinafter defined).

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

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Project Summary

SI No	Parameters	Details												
1.	Project Title	Selection of agency for destination development, operation & maintenance (O&M) with provision of tented accommodation and tourism promotion activities at Umiam, Jongsha and Sakal Aduma in Meghalaya.												
2.	Project Scope (For detail, refer Scope of Work)	<p>► The Agency shall be responsible for the conceptualization, design, financing, construction, operation, and maintenance of the destination, including the development of all requisite infrastructure and tented accommodation conforming to 3-star category standards, as specified below.</p> <table border="1"> <thead> <tr> <th>Location</th> <th>Minimum No. of Tented Accommodations</th> <th>Activities</th> </tr> </thead> <tbody> <tr> <td>Umiam</td> <td>100</td> <td> <ul style="list-style-type: none"> ► Luxury tents for accommodation, Restaurant, Café, ► Adventure Zone (Minimum 20 activities), ► Children Play Zone (Minimum 10 activities), ► Events as required by Tourism Dept. Govt. of Meghalaya, ► Ballon festival (15 hot air ballons for 15 days) etc. </td> </tr> <tr> <td>Jongsha</td> <td>100</td> <td> <ul style="list-style-type: none"> ► Luxury tents for accommodation, Restaurant, Café, ► Adventure zone (Minimum 20 activities) ► Children Play zone (Minimum 10 activities) ► Events as required by Tourism Dept. Govt. of Meghalaya ► Art & craft shops/mela, food stalls etc. (Minimum 30 stalls) </td> </tr> <tr> <td>Sakal Aduma</td> <td>50</td> <td> <ul style="list-style-type: none"> ► Luxury tents for accommodation, Restaurant, Café, ► Adventure zone (Minimum 20 activities) ► Children Play zone (Minimum 10 activities) ► Events as required by Tourism Dept. Govt. of Meghalaya ► Art & craft shops/mela, food </td> </tr> </tbody> </table>	Location	Minimum No. of Tented Accommodations	Activities	Umiam	100	<ul style="list-style-type: none"> ► Luxury tents for accommodation, Restaurant, Café, ► Adventure Zone (Minimum 20 activities), ► Children Play Zone (Minimum 10 activities), ► Events as required by Tourism Dept. Govt. of Meghalaya, ► Ballon festival (15 hot air ballons for 15 days) etc. 	Jongsha	100	<ul style="list-style-type: none"> ► Luxury tents for accommodation, Restaurant, Café, ► Adventure zone (Minimum 20 activities) ► Children Play zone (Minimum 10 activities) ► Events as required by Tourism Dept. Govt. of Meghalaya ► Art & craft shops/mela, food stalls etc. (Minimum 30 stalls) 	Sakal Aduma	50	<ul style="list-style-type: none"> ► Luxury tents for accommodation, Restaurant, Café, ► Adventure zone (Minimum 20 activities) ► Children Play zone (Minimum 10 activities) ► Events as required by Tourism Dept. Govt. of Meghalaya ► Art & craft shops/mela, food
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SI No	Parameters	Details
		site is restored to its original condition to the satisfaction of the Authority.
3.	Authority	Tourism Department, Government of Meghalaya
4.	Implementation Format	Public Private Partnership (PPP) with Viability Gap Funding (VGF) for initial five years.
5.	Institutional Structure for Implementation	License Agreement.
6.	Term of the Agreement (License Period)	The License period shall be 10 (Ten Years) from the Appointed Date which includes 5 Years of VGF Support
7.	Consortium (Refer Clause 3.3 for details)	Maximum 2 members (including the Lead Member)
8.	Selection Process	<p>The responses received pursuant to this RFP will be evaluated by a committee constituted by the Department as per the criteria specified in this document and Selected Bidder will be awarded the contract on Quality and Cost Based System (QCBS) method.</p> <p>Step 1 – Qualification and Shortlisting</p> <p>Assessment of Technical Capacity and Financial Capacity to determine the Minimum Eligibility Criteria and Technically Qualified Bidders (Detailed process outlined in the RFP hereunder)</p> <p>Step 2 – Financial Proposal Evaluation and Scoring for Selection</p> <p>Final Selection of the Bidders shall be done on the basis of Quality and Cost Based Selection (QCBS) process wherein the Technical Score shall be given 70% weightage and Financial Score shall be given 30% weightage as outlined in the RFP hereunder.</p>
9.	Selection Process	<p>Quality and Cost Based System (QCBS) method shall be followed.</p> <p>Step 1 – Qualification and Shortlisting</p> <p>Assessment of Technical Capacity and Financial Capacity to determine the Minimum Eligibility Criteria and Technically Qualified Bidders.</p> <p>Step 2 – Financial Proposal Evaluation and Scoring for Selection</p> <p>Final Selection of the Bidders shall be done on the basis of Quality and Cost Based Selection (QCBS) process wherein the Technical Score shall be given 70% weightage, and Financial Score shall be given 30% weightage as outlined in the RFP.</p>

SI No	Parameters	Details
10.	Bid Variable	Among the technically qualified bidders, the bidder offering the Minimum Viability Gap Funding, below the stipulated threshold, shall be ranked highest in the financial evaluation.
11.	Maximum Viability Gap Funding for first five years for all three locations (Threshold)	INR 70 Crore Note- The Bidder shall quote Viability Gap Funding that is within or below the specified Threshold. Any Financial Proposal quoting Viability Gap Funding in excess of the maximum Threshold shall be deemed non-responsive and shall be rejected. In such cases, the Bid Security submitted by the Bidder shall be forfeited.
12.	Financial Covenants	<ul style="list-style-type: none"> ▶ Non-Refundable Bid Document Fee (Payable online): INR 61,000/- ▶ Bid / Proposal Security: INR 1.25 Crore ▶ Performance Security: INR 7 Crore
13.	Consideration to Authority	Revenue Share - 4% of Gross Revenue for each accounting year
14.	Viability Gap Funding	<ul style="list-style-type: none"> ▶ The total quoted Viability Gap Funding (VGF) for all three (3) locations is to be disbursed over the first five (5) years of the 10 years license period, in the following manner: <ul style="list-style-type: none"> ● Year 1: 35% of total quoted VGF ● Year 2: 25% of total quoted VGF ● Year 3: 15% of total quoted VGF ● Year 4: 15% of total quoted VGF ● Year 5: 10% of total quoted VGF ▶ In addition, the actual cost for stage setup for inauguration of program and/or for conducting events, fees for artist shall be decided based on the requirements of Authority, and the corresponding cost shall be disbursed by the Authority to the selected bidder.

Invitation to Bidders

Date: 15th February 2026

Sub: Selection of agency for destination development, operation & maintenance (O&M) with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya.

Dear Sir,

1. Department of Tourism, Govt of Meghalaya (the **“Authority”**) envisage for destination development, operation & maintenance (O&M) with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya (the **“Project”**).
2. The Authority has nominated the Director of Tourism, Govt of Meghalaya (the **“Tendering Authority”**) as the nodal agency to carry out the Bidding Process for selection of a Bidder to whom the Project may be awarded. All communications during the Bidding Process will be carried out by the Tendering Authority on behalf of the Authority.
3. In this regard, the Tendering Authority invites proposals from eligible and interested parties of tourism projects for development of the Project.
4. The RFP document comprises of (collectively known as the **“Bid Documents”**):

SI No	Details
1.	Invitation to Bidders Instructions to Bidders (ITB) Bid Data Sheet (BDS) Term of Reference (ToR) Appendices Draft Agreement

5. The Request for Proposal (RFP) document can be downloaded from the website <https://www.meghalayatourism.in/> from 27/02/2026.

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid and Bidding Process

- 1.1 The Tendering Authority on behalf of the Authority named in the BDS invites bids for development of Project, as briefly described in the BDS and specified in greater detail in these Bidding Documents.
- 1.2 The License Period proposed is as prescribed in the BDS
- 1.3 The Project Site is as prescribed in the BDS

2. Fraud and Corruption

2.1 It is the Authority's policy to ensure Bidders shall, observe the highest standard of ethical conduct during the execution of License Agreement. * In pursuance of this objective, the Tendering Authority:

(A) defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving or soliciting, either directly or indirectly, anything of value to improperly influence the actions of another party;
- ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including the attempt to improperly influence the actions of another party
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
- v. "obstructive practice" is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) Acts intended to materially impede the exercise of the Tendering Authority's inspection and audit rights.

(B) shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Agreement in question;

(C) shall have the right to inspect their accounts and records and other documents relating to the bid submission and performance of License Agreement

3. Eligible Bidders

3.1 The Tendering Authority has adopted a one-stage bidding process (the “**Bidding Process**”) for selection of the Bidder for award of the Project. The Bidding Process involves evaluation of Technical and Financial Eligibility of the interested parties/ consortia who make a Bid in accordance with the provisions of this RFP (the “**Bidder**”, which expression shall, unless repugnant to the context, include the Members of the Consortium) and selection of Bidder with the highest combined technical and financial score.

Final evaluation shall be done on “**Quality & Cost Based Selection**” method (QCBS). The weightage for the composite evaluation shall be awarded as below: -

Technical (T_s) –70% and Financial (F_s) –30%

Bids shall be ranked according to their combined scores, calculated using the technical score (T_s) and financial score (F_s) and the weights as follows:

$$S = T_s \times 70\% + F_s \times 30\%$$

Bidder with the highest combined score shall be considered for awarding the Project. In case of a tie in the final score, the Bidder having highest technical score will be selected.

3.2 Bidders shall provide such evidence of their eligibility satisfactorily to the Tendering Authority, as the Tendering Authority may reasonably request.

3.3 For determining the eligibility of Bidders, the following shall apply:

- a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium (the “**Member**”), as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- b) A Bidder may be a natural person, a partnership firm, a registered association/society, a firm registered under the Companies Act, a government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this clause.
- c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than

- 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - vi. such Bidder, or any Associate thereof has participated as a consultant to the Tendering Authority/ Authority in the preparation of any documents, design or technical specifications of the Project.
- d) Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Tendering Authority/ Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder with regards to Conflict of Interest, shall include each Member of such Consortium.

- 3.4 All Bidders either sole or as a Consortium, shall have to comply with the Technical Eligibility and Financial Eligibility criteria to be declared “Eligible”. The Technical Eligibility and Financial Eligibility criteria have been elaborated in the BDS.
- 3.5 The decision of the Tendering Authority shall be final with respect to the determination of the eligibility of the Bidders.

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

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

4. Conditions for Sole or Consortium bids

- 4.1 In case of a Consortium, the number of Members should not exceed 2 (two) entities.
- 4.2 Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-V, signed by the other member of the Consortium.
- 4.3 In case of a Consortium, the Consortium Members shall together meet the Technical Eligibility and Financial Eligibility requirements.
- 4.4 In evaluating the Technical Eligibility of the Bidder as per BDS, the Eligible Projects of their Associates would also be eligible hereunder.

5. Qualifications of the Bidder

- 5.1 By submission of documentary evidence in its Bid, the Bidder must establish to the Tendering Authority’s satisfaction:
- ▶ That it has the financial and technical capability necessary to perform the License Agreement (the “**License Agreement**” or the “**Agreement**”), meets the Eligibility Criteria specified in the BDS, and has history of successful performance.

6. Operations and Maintenance Requirements

6.1 The Selected Bidder/Agency is required to provide operations, maintenance and marketing services for the Project as per the License Agreement. The Selected Bidder may undertake the operations, maintenance and marketing of the Project on its own, through one of the Consortium Members or through any other agency/company so long as the agency is finalized for operations and maintenance of the Project.

6.2 Non-compliance with any of the conditions specified above shall be considered as a default.

7. Cost of bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid including inspections to Project Site etc., and the Tendering Authority/ Authority will in no case be responsible or liable for those costs.

7.2 The Bidder agrees that all bidding costs and expenses shall be non-refundable

8. Site visit

8.1 The Bidder may wish to visit and examine the site or sites of the information system and obtain for itself, at its own cost, responsibility and risk, all information that may be necessary for preparing the Bid and entering into the License Agreement. The costs of visiting the site or sites shall be borne by the Bidder

B. THE BIDDING DOCUMENTS

9. Clarification of Bidding Documents and Pre-Bid Meeting

- 9.1 A prospective Bidder requiring any clarification on the Bid Documents may notify the Tendering Authority in writing to the Tendering Authority by email before the Pre-Bid Meeting.
- 9.2 As specified in the BDS, the Tendering Authority will schedule a Pre-Bid Meeting at the time, date and place indicated in the BDS. The purpose of the meeting will be to clarify queries and answer questions related to the Project/Bid Documents/Bid Process that may be raised by this stage. A summary of queries raised by the Bidders and responses given by the Tendering Authority will be posted on the Tendering Authority's website. Bidders are required to check the website for response to queries, and it is deemed that such responses have been considered by the Bidder in its Bid
- 9.3 No queries regarding the Project and the Bid Documents may not be entertained thereafter.

10. Amendment of Bidding Documents

- 10.1 At any time prior to the Bid Due Date, the Tendering Authority may, for any reason, whether on its own or in response to queries/ suggestions from Bidders, amend the Bid Documents. The amendments so made, shall supersede the earlier clauses. The amendments, or addenda will be posted on the Tendering Authority's website.
- 10.2 Amendments will be provided in the form of addenda to the Bid Documents, which will be posted on the website of the Tendering Authority. Addenda shall be binding on the Bidders. Bidders are required to check the website for any addenda, and it is deemed that the Addenda have been considered by the Bidder in its Bid.
- 10.3 In order to afford reasonable time to the Bidders for considering the Addenda in preparing their Bids, the Tendering Authority may, at its discretion, extend the Bid Due Date, in which case, the Tendering Authority will notify all Bidders by publishing the revised Bid Due Date on its website

C. PREPARATIONS OF BID

11. Language of Bid

11.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and the Tendering Authority shall be written in the language specified in the BDS.

12. Documents

12.1 A Bid submitted by the Bidder shall comprise of:

- ▶ Envelope I: General Bid Documents
- ▶ Envelope II: Eligibility documents
- ▶ Envelope III: Financial Proposal

The contents of each of the above envelopes have been detailed in Appendix I along with applicable forms & formats in subsequent Appendices.

12.2 The Selected Bidder will be determined by the Tendering Authority after evaluating envelopes I, II, III.

13. Bid Prices

13.1. Technically Qualified Bidder quoting the **lowest viability gap funding** shall be the financial bid parameter.

13.2. The Selected Bidder may, at its sole discretion and cost, increase the number of tents or the range of activities within the Adventure Zone and/or Kids Zone. The Government/Authority shall have no obligation to provide Viability Gap Funding (“VGF”) for any tents or activities added beyond the quantities specified in the RFP. However, if the Selected Bidder deploys a number of tents that is less than the minimum requirement prescribed in the RFP, the VGF payable shall be reduced proportionately, based on the shortfall in deployment.

14. Bid Fee

14.1 All Bids shall be accompanied by the Bid Fee, to be paid in a manner as specified in the BDS

14.2 Any Bid submitted without the Bid Fee shall be summarily rejected

15. Bid Security

15.1 The BDS specifies the amount and mode of submission of Bid Security to be submitted by the Bidder. The Bidder shall submit the Bid Security. Any Bid not accompanied by the Bid Security shall be rejected by the Tendering Authority as non-responsive.

15.2 The Bid Security of the remaining Qualified Bidders shall be retained by the Tendering Authority. The remaining Qualified Bidders may be requested by the Authority to extend the validity of their Bid Securities if the Agreement is not signed within 180 days of Bid Due Date. However, the remaining Qualified Bidders may choose not to revise the validity of their Bid Securities in which case such Bidders shall not be considered for invitation of offers to match or increase the Bid of L1 in accordance with Clause 29.6. The Bid Securities of remaining

Qualified Bidders would be released within 15 days of signing of License Agreement with the Selected Bidder, or if the Bidding Process is cancelled by the Tendering Authority.

15.3 The Tendering Authority shall be entitled to appropriate the Bid Security and encash the bank guarantee towards compensation / damages on occurrence of any of the events specified in this RFP including:

- ▶ If a Bidder engages in a Corrupt Practice, or Fraudulent Practice, or Coercive Practice, or Undesirable Practice or Restrictive Practice
- ▶ If a Bidder modifies or withdraws its Bid after opening;
- ▶ If a Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of Bid Validity period including extensions made by the Tendering Authority;
- ▶ If any information or document furnished by the Bidder is found by the Tendering Authority/Authority to be misrepresenting, misleading, incorrect or untrue in any material respect.
- ▶ In case the Selected Bidder, fails within the specified time limit:
 - to acknowledge the Letter of Award/ Letter of Intent (LoI);
 - to sign the License Agreement;
 - to furnish the Performance Security as per the provisions of this RFP;
 - to comply with LoI conditions; and/or

16. Period of validity of Bids (the “Bid Validity”)

16.1 Bids shall remain valid, for a minimum period as specified in the BDS after the expiry of the Bid Due Date prescribed by the Tendering Authority, pursuant to ITB Clause 21.1.

16.2 In exceptional circumstances, prior to expiry of the Bid Validity period, the Tendering Authority may request that the Bidders to extend the period of validity for a specified additional period. The Bidders shall do so, else their Bids will become null and liable for rejection. The Bid Security of such Bidders will be appropriated.

17. Format and Signing of Bid

17.1 The Bidder shall prepare and submit 1 (one) original set of the Bid, 1 (one) copy of the original set and 1 (one) soft copy in pdf format in a CD/ pen drive. The original set shall be clearly marked “ORIGINAL” and the copy of the Bid shall be marked as “COPY”.

17.2 The original set, consisting of the documents listed in ITB Clause 13.2, shall be typed in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid Documents (including all addenda and corrigenda issued) shall be initialled by the person or persons signing the Bid.

17.3 The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

D. SUBMISSION OF BID

18. Sealing and Marking of Bids

18.1 The Bidder shall seal all the envelopes. The original set, copy and soft copy shall then be sealed in an outer envelope.

18.2 a) All the envelopes shall be addressed to the address specified in the BDS for ITB Clause 20.2

b) The envelopes shall clearly bear the following identification:

“Bid for Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya ”

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each of the envelopes.

18.3 Bids received after the Bid Due Date shall be returned unopened.

18.4 If the outer envelope is not sealed and marked as required under ITB Clause 20.2, the Tendering Authority will assume no responsibility for the Bid’s misplacement or premature opening.

18.5 The Envelope shall be addressed to:

The Director
Director of Tourism, Govt of Meghalaya
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India
Tel Fax : +91-364-2502580

19. Deadline for Submission of Bids (Bid Due Date)

19.1 Bids must be received by the Tendering Authority at the address specified in the BDS for ITB Clause 20.2 no later than the time and date stated in the BDS (the **“Bid Due Date”**).

19.2 The Tendering Authority may, at its discretion, extend the Bid Due Date in accordance with ITB Clause 11.3, in which case all rights and obligations of the Tendering Authority and Bidders will thereafter be subject to the deadline as extended.

19.3 Any Bid received by the Authority after the Bid Due Date will be liable for rejection.

20. Submission of Bids

20.1 The Bidders are advised in their own interest to ensure that completed Bids reaches the office of the Tendering Authority at the address mentioned in BDS well before the dates stipulated in the BDS.

20.2 Bids submitted through Speed post/ Registered Post / Courier / Hand delivered shall be accepted. Bids submitted by fax, telex, telegram or e-mail shall be summarily rejected.

20.3 Any Bid received by the Tendering Authority after the bid submission deadline prescribed by the Authority in the BDS for ITB Clause 21, will be rejected and returned unopened to the Bidder.

21. Modifications/ substitution/ withdrawal of Bids

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

21.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 23.1, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

E. BID OPENING AND EVALUATION

22. Opening of Bids by Authority

22.1 The Tendering Authority will open Bids, at the time, on the date and at the place specified in the BDS. Bidders' representatives may attend the same at their discretion

23. Clarification of Bids

23.1 During the Bid evaluation, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted.

23.2 If a Bidder does not provide clarifications sought under Clause 23.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Tendering Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Tendering Authority.

24. Preliminary Examination of Bids/ Test of Responsiveness

24.1 The Tendering Authority will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order as specified in the RFP.

24.2 The Tendering Authority may waive any minor infirmity, nonconformity, or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the evaluation of any Bidder

24.3 Prior to the detailed evaluation, the Tendering Authority will determine whether each Bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive Bid is one that substantially conforms to all the terms, conditions, and specifications of the Bid Documents without any material deviations or exceptions or conditions. The Bid shall be un-conditional.

24.4 If a Bid is not substantially responsive, it will be rejected by the Tendering Authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Tendering Authority's determination of Bid responsiveness will be based on the contents of the Bid itself.

24.5 The Tendering Authority's decision on the determination of responsiveness of a Bid is final and binding on all the Bidders.

25. Scrutiny of Envelope I- Submissions

- 25.1 The Tendering Authority will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.
- 25.2 In case a Bid is found to be responsive, it would be passed on to the next phase i.e. evaluation of Envelope II Submission – Eligibility Documents.

26. Envelope II – Eligibility evaluation

- 26.1 Once a Bid is found to be responsive, Envelope II Submission i.e. Eligibility Documents would be evaluated. In case Envelope II Submissions are found to be inadequate, the Tendering Authority may request the Bidder for updated documents to the same effect or may in its sole discretion have the right to reject the Bid. Further, as part of the evaluation process, the Tendering Authority may also request the Bidder to submit clarifications.
- 26.2 The Tendering Authority reserves the right to reject any Bid without opening Envelope III submissions i.e., Financial Proposal (Price Bid) if in its opinion, Envelope II submissions are not substantially responsive, or the Bidder is falling short to meet the Eligibility Criteria set. (However, for minor deviations, the information can be reviewed and evaluated by Tendering Authority without communication with the Bidder).
- 26.3 The Bidders, whose Bids are found to be eligible after the evaluation process shall be termed as “Qualified Bidders”, (the “**Qualified Bidders**”). Envelope III i.e. Financial Proposals of Qualified Bidders shall only be opened and evaluated in the manner as given in Clause 29.

27. Envelope III – Ranking of financial proposals

- 27.1 In this phase of selection, the Tendering Authority will open the Financial Proposals of the Qualified Bidders.
- 27.2 The Financial Proposals shall be opened at a time, date and venue as intimated by the Tendering Authority. The Financial Proposals would be opened in the presence of the representatives of all concerned Bidders, who choose to attend.
- 27.3 The Bidders are required to quote the Viability Gap Funding to be paid by the Authority. The Viability Gap Funding would be as specified in the BDS and also the Financial Proposal (**Price Bid**).
- 27.4 The Bidders will be ranked as L1, L2, L3 etc. based on their Price Bids. The Bidder with lowest quote will be ranked L1.
- 27.5 The Qualified Bidder having the highest combined technical and financial score shall be declared as the “**Selected Bidder**”

28. Contacting the Authority

- 28.1 From the opening of Bids to the execution of License agreement, if any Bidder intends to communicate to the Tendering Authority on any aspect related to the Bidding Process, it shall do so in writing.
- 28.2 If a Bidder tries to directly or indirectly influence the Tendering Authority or otherwise interfere in the Bid evaluation process and the Project award decision, its Bid is liable for rejection duly forfeiting all the deposits held at that time.

F. POST QUALIFICATION AND EXECUTION OF LICENSE AGREEMENT

29. Right to accept or reject any or all Bids

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

29.2 The Tendering Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Tendering Authority, the supplemental information sought by the Tendering Authority for evaluation of the Bid.

If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then the Tendering Authority reserves the right to:

- a) invite the remaining Qualified Bidders to match the price quote of the Selected Bidder/ submit their Bids in accordance with the RFP; or
- b) take any such measure as may be deemed fit in the sole discretion of the Tendering Authority, including annulment of the Bidding Process.

29.3 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the license thereby granted by the Authority, that the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the Selected Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the Lol or entering into of the License Agreement, and if the Selected Bidder/SPV has already been issued the Lol or has entered into the License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the License Agreement or under applicable law.

29.4 The Tendering Authority/ Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Tendering Authority/ Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Tendering Authority/ Authority thereunder.

30. Issuance of Letter of Intent (LoI)

- 30.1 Prior to the expiration of the period of Bid Validity, the Tendering Authority shall notify the Selected Bidder, in writing, that its Bid has been accepted.
- 30.2 The Authority shall notify the Selected Bidder through a Letter of Intent (the “LoI”) (to be issued in duplicate) that its Bid has been accepted.
- 30.3 The Selected Bidder shall, within 15 (fifteen) days from the date of LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event, the duplicate copy of the LoI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to the extension of time for submission thereof, appropriate the Bid Security and encash the bank guarantee of such Bidder as pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LoI, and the next Qualified Bidder may be considered.
- 30.4 Within the time specified in the LoI, the Selected Bidder shall be required to execute the Agreement by satisfying other terms and conditions as specified in this RFP to be carried out before signing of the Agreement. The conditions to be satisfied by the Selected Bidder, for execution of the License Agreement include:
- Submission of a signed duplicate copy of the LoI by the Selected Bidder to the Authority.
 - Compliance to all conditions specified in the LoI.
- 30.5 In case the Selected Bidder fails to comply with the conditions for signing of the Agreement within the time specified in the LoI or as extended by the Authority, the Authority may revoke the LoI, forfeiting its deposits and invite the subsequent Qualified Bidders, (second position based on combined technical & financial score) to match or decrease the L1 offer (if the L2 price is lower) or invite fresh bids.

31. Payout to the Authority

- 31.1 In consideration to the award of the Project, the Selected Bidder would pay the following to the Authority:
- Revenue Share** amount (“**Revenue Share Amount**”) for the Project shall be calculated on last date Feb month of each year, as **4% of Gross Revenue** from the Project in the immediately preceding Financial Year (“Concerned Financial Year”), based on the financial statements. The Gross Revenue as defined in the Draft License Agreement is also as stated below:
“**Gross Revenue**” for any Financial Year shall mean the total amount of Project revenue and receipts of every kind (from both cash and credit transactions computed prior to payment of any commission or service charge or fee thereon) derived by the Lessee/ or any agency appointed by the Lessee for operation and maintenance of the Project (“Operating Partner”) from the operation of the Project Facilities / Project and its facilities, as certified by the statutory auditors of the Licensee, including but not limited to receipts from room occupancy charges, telephone, telefax and telex charges, laundry, sale of food, beverages, liquor, recreational amenities (outdoor pool, health club, spa, sauna, fitness facility etc.), outdoor catering, receipts from vending machines; parking, commercial or other spaces on

account of rent and fee of every description and kind, and the recovery in respect of any other service or facility provided by the Lessee/ Operating Partner to the users / guests of the said Project, which are availed/ realized by the Licensee from outside party(ies) at a consideration but shall exclude and be arrived at after deducting the following:-

- a) all statutory applicable indirect taxes such as luxury tax, sales tax, entertainment tax, expenditure tax, service tax, goods & services tax and the like by whatever name called now or in future, which the Lessee has agreed to pay or is bound to pay;
- b) revenue on sale of assets of capital nature owned by the Lessee; and
- c) interest income from investments made.

For the avoidance of doubt, Gross Revenue shall also include any amount received by any Affiliate/third party agency to whom the Lessee/ Operating Partner has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project, and any amount received by the Lessee/ Operating Partner from a third party to whom it has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project;

32. Performance Security

- 32.1 The Selected Bidder shall be required to submit Performance Security (the “Performance Security”) by way of a revolving, unconditional and irrevocable bank guarantee, as per the details provided in the BDS. The Performance Security is for due and punctual performance of the obligations of the Selected Bidder under the Agreement.
- 32.2 The Performance Security in the form of a bank guarantee for each subsequent year should be submitted to the Authority by the Selected Bidder at least 30 days before the expiry of the existing bank guarantee, thereby ensuring that the Performance Security is valid during the License Period.
- 32.3 The Performance Security shall be encashed for defaults of the Selected Bidder as defined in the Agreement. The Selected Bidder is expected to replenish or provide fresh Performance Security within a period of 15 days in the case of such encashment by the Authority.

33. Termination

The Agreement may be terminated forthwith by either party by giving written notice to the other if:

- a. The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- b. The Agreement may be terminated forthwith by the Authority by giving written notice to the Agency, if:
 - i. In case of breach of any of terms and conditions of the Agreement by the Agency, the Authority shall have the right to terminate the Agreement without assigning any reason thereof, and nothing will be payable by the Authority and in that event the security deposit in the form of Performance Security shall be forfeited and encashed.

- ii. The Agency does not provide services as per the Scope of Work / Requirements
- iii. The Agency goes bankrupt and becomes insolvent.
- c. Authority reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.

34. Dispute Resolution

34.1. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Commissioner and Secretary Tourism, Government of Meghalaya.

34.2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

34.3. The venue of the arbitration proceeding shall be the office of Principal Secretary Tourism, Government of Meghalaya, or such other places as the arbitrator may decide.

35. Arbitration:

All disputes or differences, whatsoever arising between the parties within or relating to construction/meaning/operation/effect and/or dispute with regard to this contract or breach of contract shall be referred to the Sole Arbitrator of the nominee of the Authority not being employee of Authority and the award made in pursuance thereof shall be binding on both the parties. The party agrees and undertakes that it shall not challenge the award made in pursuance of the aforesaid arbitration clause on the ground that arbitrator was the nominee of Officer on special Duty of Authority as per clause of the contract.

36. Jurisdiction:

This contract shall be subject to Shillong jurisdiction and court of competent jurisdiction at Shillong and shall have exclusive jurisdiction in regard to the matter under the Indian Arbitration and Conciliation Act, 1996. The parties agree and confer jurisdiction to Shillong Court in the event of any disputes and that no other court shall have jurisdiction to any matter under this contract.

37. Insurance & Indemnification of the Authority

37.1. The Agency shall be solely liable for the safety, security and protection of the tourists, customers, bonafide visitors and their property at the site, against theft, vandalism, loss, damage, destruction or otherwise and shall indemnify, defend and hold harmless the Authority, its employees, representatives from and against all liabilities, damages, legal proceedings, claims and costs etc. in this behalf;

37.2. The Agency shall be responsible for any loss or damage caused or suffered at Site on any account of negligence (by any act or omission) of the personnel / equipment supplied for by the Agency. This shall include any physical, financial and vicarious losses including thefts. In the event of such occurrence of loss or damage, the enquiry shall be made by the officers of the Agency in consultation with the officer of Authority. The decision of the Authority shall be treated as final

in this regard after the said enquiry.

37.3. The Agency shall during the License Period purchase and maintain or cause to be purchased and maintained, at its own expense, insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the personnel deployed by it as well as the tourists, against risks in an adequate amount, consistent with similar facilities of the size and type of the Project (the "Insurance Cover").

- a. Loss of Human Life – Rs. 5.00 Lakhs (Rupees five lakhs only)
- b. Permanent Disability of human beings Rs. 3.00 Lakhs (Rupees three lakhs only)
- c. Human Body Injury not resulting into permanent disability – Rs. 50,000/- (Rupees Fifty Thousand only)

37.4. The Bidder shall be responsible to take bulk Insurance for the Tourists as well as operating staff and other technical staff. Authority shall not be responsible in event of any mishap or unforeseen event/accident for operation of such activities by Agency. The Bidder shall include all such costs into their Financial Bid, and no separate payment in his regard shall be made.

37.5. The building, tented structure, furniture and property shall be insured by the Agency against natural and non-natural hazards/perils.

38. Force Majeure

38.1. Force Majeure shall mean any event beyond the control of Authority or of the Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- a. War, hostilities, invasion, act of foreign enemy and civil war;
- b. Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion, and terrorist acts;
- c. Strike, sabotage, unlawful lockout, epidemics, quarantine, and plague;
- d. Earthquake, fire, flood or cyclone, or other natural disaster

38.2. As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- a. The date of commencement of the event of Force Majeure;
- b. The nature and extent of the event of Force Majeure;
- c. The estimated Force Majeure Period,
- d. Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Agreement is affected by the Force Majeure.
- e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- f. Any other relevant information concerning the Force Majeure and / or the rights and obligations of the Parties under the Agreement

39. Intellectual Property rights:

The Agency shall undertake that the documents or part of the final report prepared by them in consultation with Authority shall not be used by them elsewhere. The intellectual property rights for the same will remain with Authority.

40. Confidentiality

40.1. Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process without the consent of the appropriate Authority.

40.2. The Agency, its Sub-Agencies and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, footfalls, content of shows and brochures, hardware and software design etc, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Agency, its Sub- Agencies and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers customers, or contractors of the Authority; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

40.3. Notwithstanding the aforesaid, the Agency, its Sub- Agencies and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Agency, its Sub- Agencies and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Subagencies and the Personnel of either of them;
- ii. was obtained from a third party with no known duty to maintain its confidentiality
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency, its Sub- Agencies and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Agency or its Sub- Agencies or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub- Agencies or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

SECTION II. BID DATA SHEET

Bid Data Sheet

The following specific information relating to the Project and the procurement procedures that will be used shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Wherever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB

A. GENERAL

ITB 1.1	Name of "Authority" Department of Tourism, Govt. of Meghalaya Name of "Tendering Authority" Director of Tourism, Govt of Meghalaya			
ITB 1.2	Title of the RFP: Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umiam, Jongsha and Sakal Aduma in Meghalaya			
ITB 1.4	License Period: 10 years			
ITB 1.5	Project Site:			
	Location	Minimum No. of Tents	Land Extent	Estimated Project Cost for each year
	Umiam	100	20-25 acres	26.59 Cr
	Jongsha	100	20-25 acres	20.92 Cr
	Sakal Aduma	50	10-15 acres	13.42 Cr

B. ELIGIBILITY CRITERIA

a) ITB 3.4: General Experience/ Minimum Eligibility Criteria

A Bidder should satisfy both **A. Technical Capacity** and **B. Financial Capacity**, as given below in order to meet and satisfy the minimum eligibility criteria ("Minimum Eligibility Criteria").

A. Technical Capacity

For demonstrating Technical Capacity, the Bidder shall be required to satisfy the Technical Capacity conditions below:

The Bidder (Sole Bidder / Any Member of the Consortium) should have the operating and managing experience of semi-permanent tent city or tented accommodation having facilities equivalent to a (3-Star or similar /equivalent facilities) up-scale / luxury) or above category having operated minimum 100 (one hundred) Tent Keys (at one single destination) for a minimum continuous period of 3 (three) years OR at least 3 months every year for consecutive 3 (three) years at a single location in India as on the date of issue of the Bid Document

B. Financial Capacity

For the purpose of Financial Capacity, the Bidder shall be evaluated on the following:

- I. **NET WORTH** – The Bidder shall have a Net Worth of Rs. 100 Crores (Rupees One Hundred Crores only) at the closing of the preceding Financial Year before the Bid Due Date.

For the purposes of this RFP the term Net Worth means following:

"Net Worth" for company shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

"Net Worth" for Partnership Firm would mean: [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]

"Net Worth for Sole Proprietorship" would mean: Total Assets- Total Liabilities

- II. **TURNOVER** – Average Annual Turnover in any 3 continuous years out of 5 (five) financial years i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 should be at least INR 150 Crore. (INR One Hundred Fifty Crore only).
- III. Revenue from Sales of Tent packages (package includes stay, accommodation, food, transportation, sightseeing) of minimum INR 50 crores in a single year in any of the last 3 financial year i.e., 2022-23, 2023-24 & 2024-25

NOTE:

- I. The credentials of a Bidder's (or Consortium member's) **Associate(s)** shall also be considered for the purpose of satisfying Minimum Eligibility.

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

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

- II. **In case of a Consortium**

- ▶ Technical Capacity of Consortium shall be calculated as a sum of Technical Capacities of individual Consortium Members.
- ▶ Financial Capacity of Consortium shall be calculated as a sum of Financial Capacities of individual Consortium Members.

C. PREPARATION OF BIDS

a) ITB 10.1- Pre-bid Clarification & Meeting

Pre-Bid Conference for the interested Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

The Bidders should send in their queries prior to the Pre-Bid Conference date specified in the Schedule of the RFP. Authority shall endeavour to respond to the queries within the period specified therein. Any query received after the Pre-Bid Conference shall not be entertained.

"Queries concerning RFP Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya)"

Sl No	Clause/Page No.	Content of the RFP requiring clarifications	Change/clarification Requested
1			
2			
3			
4			
5			
6			

Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.

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

The date, time and venue of the Pre-Bid Conference shall be:

- ▶ Date: 13.03.2026
- ▶ Time: 12:00 PM
- ▶ Venue:
Director of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India
- ▶ The Bidders may attend the Pre -Bid Conference at the venue mentioned above or through Video Conference, the link of the VC shall be provided on request and also made available on the website <https://www.meghalayatourism.in/> 24 hrs prior to the scheduled date and time.

The minutes of the Pre-Bid Conference incorporating the clarifications shall be uploaded online only and shall form part of this RFP document. Queries raised after last date for receiving queries shall not be entertained.

b) ITB 16.1- Bid Fee

Bid Fee: Non-refundable

- ▶ INR 61,000/- (INR sixty-one thousand only)

Interested Bidders may download the Bid Documents from <https://www.meghalayatourism.in/>. A **non-refundable bid fee** to be paid through online. Bids unaccompanied with the Bid Document Fee or a receipt of payment thereof shall be liable to rejection by the Authority.

Beneficiary Name	DIRECTOR OF TOURISM DBFOT PPP
Bank's Name	HDFC
Account Number	Ac no : 50200113745801
Branch	Meghalaya Secretariate Branch
Address	Shillong, Meghalaya
IFSC	HDFC0004727

c) ITB 17.1- Bid Security/ Earnest Money Deposit

The Bidder shall deposit a Bid / Proposal Security, in accordance with the provisions of this RFP. The Bidder shall provide the Bid / Proposal Security in the form of **Demand Draft (DD) or online transfer through Real Time Gross Settlement (RTGS) / National Electronic Funds Transfer (NEFT) to the account set out below or through an irrevocable and unconditional Bank Guarantee as per format enclosed with the RFP.**

Beneficiary Name	DIRECTOR OF TOURISM DBFOT PPP
Bank's Name	HDFC
Account Number	Ac no : 50200113745801
Branch	Meghalaya Secretariate Branch
Address	Shillong, Meghalaya
IFSC	HDFC0004727

- ▶ Bid Security- INR 1,25,00,000/- (INR one crore and twenty-five lakhs only)

d) ITB 18.1- Validity of Bid:

180 days from the Bid Due Date

D. SUBMISSION OF BIDS

a) ITB 12.1- Language of Bid

Language of the Bid and all other correspondence: English

b) ITB 20.2- Address for Bid Submission

The Director
 Director of Tourism, Govt of Meghalaya
 3rd Secretariat Nokrek Building,
 Lower Lachumiere, Shillong 793001,
 Meghalaya, India
 Tel Fax : +91-364-2502580
 Phone No : +91 76400 03050

c) ITB 21.1- Bid Due Date/ Bid Schedule

Authority shall endeavour to adhere to the following schedule:

Sl No	Event Description	Date
11.	Start date of Downloading of RFP document	26.02.2026
2.	Pre-Bid Conference	12:00 pm, 13.03.2026
3.	Last date for receiving queries	11:00 am, 13.03.2026
4.	Reply to pre-bid queries	20.03.2026
5.	Start Date of Bid Submission	26.02.2026
6.	Proposal / Bid Due Date	3.00 pm: 30.03.2026
7.	Opening of Technical Proposal	5.00 pm: 30.03.2026
8.	Opening of Financial Proposals	To be announced
9.	Letter of Award (LOA)	To be announced
10.	Acceptance of LOA	Within 7 days of Award
11.	Signing of Agreement between Authority & Selected Bidder	Within 60 days of issue of LOA
12.	Validity of Bids	180 days from the Bid Due Date

E. BID OPENING AND EVALUATION

▶ **ITB 26, 27,28 & 29**

The evaluation and award shall be done in 3 (three) steps as explained below:

Step 1 – Qualification and Shortlisting

- ▶ The Bidders are required to meet the Minimum Eligibility Criteria, as set out in in this RFP document, to qualify for the Project (“**Technically Qualified**”) Bidder.
- ▶ Final Selection of the Bidders shall be done on the basis of **Quality and Cost Based Selection (QCBS)** process wherein the Technical Score shall be given 70% weightage and Financial Score shall be given 30% weightage as outlined hereunder.

Step 1A: Proposals shall be tested for responsiveness as per Test of Responsiveness in ITB 26

Step 1B: The Bid / Proposal Security in Envelope–1 shall be checked. Proposals without Bid / Proposal Security shall be rejected.

Step 1C: The submission(s) in Envelope–2 shall be checked.

- ▶ The Technical Capacity and Financial Capacity of the Bidder should be sufficient as per this RFP.
- ▶ The Proposals not meeting the prescribed Technical and Financial Capacity criteria will be rejected outright.

All Bidders passing Step–I of the evaluation will be considered as Technical Qualified Bidders and shall be considered for the next stage.

Step 2 – Technical Proposals

- ▶ Technical Proposals would be evaluated only for those Bidders, who qualify the Minimum Eligibility Criteria
- ▶ The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria. Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.
- ▶ Consequent upon the evaluation as per technical evaluation criteria, each Technical Bid will be assigned a **Technical Score (T_s)** out of a maximum of 100 marks.
- ▶ Technical Proposal will be evaluated, and marks shall be awarded as per the criteria mentioned below:

Sl No	Criteria	Maximum Marks
A. Firm's Experience (Maximum Marks= 30)		
1	Total number of Tents Keys for a minimum continuous period of 3 (three) years OR at least 3 months every year for consecutive 3 (three) years at a single location in India as on the date of issue of the Bid Document <ul style="list-style-type: none"> • For 100 keys in aggregate: 5 marks • From 101 keys to 150 keys: 7.5 marks • From 151 keys to 200 keys: 10 marks • More than 300 keys: 15 marks 	15
2	Revenue for Sale of tent packages (Tent package includes accommodation, food, transfers, sightseeing, entertainment) in a single year in any of the last 3 financial year i.e., 2022-23, 2023-24 & 2024-25 <ul style="list-style-type: none"> • For Minimum INR 50 Crore in aggregate- 5 Marks • Above INR 50 Crore to 60 Crore - 10 Marks • Above 60 Crore - 15 Marks 	15
B. Financial Capacity (Maximum Marks= 30)		
1	Net worth (as on 31st March 2025): <ul style="list-style-type: none"> • INR 100 Crore - 5 Marks • More than INR 100 Crore & up to INR 150 Crore -7.5 Marks • More than 150 Crore to 200 Crore -10 Marks • More than 200 Cr - 15 Marks 	15

2	Annual Turnover in any 3 (three) years of last 5 (five) financial years i.e., <ul style="list-style-type: none"> • INR 150 Crore - 5 Marks • More than INR 150 Crore to INR 200 Crore -7.5 Marks • More than 200 to 250 Crore - 10 Marks • More than 250 Crore - 15 Marks 	15
C. Technical Presentation including Business Plan, Activation Strategy & Legacy Plan, Marketing Plan, Revenue Monitoring Mechanism etc.		40
TOTAL		100

Step 3 – Financial Proposals

- ▶ The Bidder scoring more than or equal to 70% in the technical evaluation ($\geq 70/100$) will be shortlisted for financial evaluation.
- ▶ In-case no Bidders score 70% or more in the technical evaluation, the Authority reserves the right to go ahead with the Bidding Process.
- ▶ **VGF quoted shall be the Financial Bid Parameter.**
- ▶ Bidder who quotes the lowest VGF payable by the Authority payable for the concession granted shall be ranked as L1 Bidder and will be awarded 100 marks (Financial Score) and all other Bidders shall be placed below and ranked accordingly as L2 or L3 Bidder depending upon their quoted VGF and will be awarded Financial Score on pro-rate basis.
- ▶ The financial evaluation of the Bidders other than L1, will be done on the basis of amount quoted. L1 Bidder shall be awarded 100 marks and all other Bidders shall be awarded marks on prorated basis.

$$\text{Financial Score (SF)} = 100 \times F/F_H$$

Where,

F = Total Fee quoted by the bidder whose bid is under evaluation

F_L = Annual Concession Fee quoted by the L1 bidder.

Final Evaluation

Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS). The weightage for the composite evaluation shall be awarded as below: -

Technical (T_s) –70% and Financial (F_s) –30%

Bids shall be ranked according to their combined scores, calculated using the technical score (T_s) and financial score (F_s) and the weights as follows:

$$S = T_s \times 70\% + F_s \times 30\%$$

Bidder with the highest combined score shall be awarded the Project. In case of a tie in the final score, the Bidder having highest technical score will be selected.

▶ ITB 29.3- Revenue Share

Revenue share for all location – 4% of Gross Revenue for each accounting year

F. POST QUALIFICATION AND PRE-CONDITION FOR EXECUTION OF LICENSE AGREEMENT

ITB 34.1 – Performance Security

The Successful Bidder has to furnish Performance Securities before signing the contract as follow:

- ▶ Performance Security – INR 7 Crore

SECTION -III: TERM OF REFERENCE (ToR)

1. Term of Refence (ToR)

1.1. Project Vision & Intent

The project envisions the creation of three iconic experiential tourism destinations in Meghalaya, anchored in nature, culture, community, and immersive living. The initiative aims to transform Umiam, Jongsha, and Sakal Aduma into living landscapes of experience, where visitors engage with Meghalaya not as spectators but as active participants.

The project shall extend beyond a time-bound festival and establish a long-duration experiential tourism ecosystem, positioning Meghalaya as a leading destination for slow travel, nature immersion, indigenous culture, and high-quality experiential stays. The operational duration shall be **120 days**, during which the following activities and items shall be undertaken:

Item	Umiam	Jongsha	Sakal Aduma
Luxury Tents	Yes	Yes	Yes
Food Bazar	No	Yes	Yes
Craft Bazar	No	Yes	Yes
Hot Air Ballooning	Yes	No	No
Barricading & Security arrangements	Yes	Yes	Yes
Local transportation and logistics	Yes	Yes	Yes
Electrical arrangement and power Back up	Yes	Yes	Yes
Catering at site for 120 days for 50 people	Yes	Yes	Yes
Digital Marketing and PR	Yes	Yes	Yes
Video & Photography	Yes	Yes	Yes
Team logistics	Yes	Yes	Yes
Adventure & Children Play Zone	Yes	Yes	Yes
Other facilities (information counter, medical facilities – first aid, Fire extinguish system, mobile toilet, drinking water facilities)	Yes	Yes	Yes

1.2. Geographic Scope

The Agency shall conceptualize, design, execute, and operate experiential tourism interventions across the following destinations:

1. Umiam Lake Region – Nature-led luxury and lake-based experiential tourism
2. Jonksha – Cultural and community-centric experiential zone
3. Sakal Aduma (Garo Hills Region) – Forest, tribal, and rural immersion destination

Each destination shall retain a distinct identity, while collectively contributing to a unified iconic tourism narrative for Meghalaya.

1.3. Luxury Experiential Accommodation

1.3.1. Development , Operation and Maintenance of Tented Accommodation

- a) The Agency shall conceptualize, design, finance, construct, operate and maintain a “Tent Accommodation” during the entire duration of 120 days in all three locations.
- b) The Site will be handed over to the Agency on ‘As Is Where Is Condition’. The Agency shall maintain the site in good condition. The Agency shall be liable to provide tents, create all infrastructure required to operate the facility including but not limited to creation of reception/ welcome area, dining area, conference / meetings areas, parking, bring all furniture, electrical fixtures and other fixtures required for operations of the facility.
- c) Agency shall be required to erect tents (equivalent to a minimum 3-Star (or hotel having similar facilities) / Mid-Scale / Budget / Economy Hotel / Resort or above) of various categories depending upon the market demand to be ascertained by the selected bidder.
- d) The operations of Restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules / regulations / norms as applicable from time to time. The Agency shall be solely liable for any damages / criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and Agency is alone liable to all third-party claims.
- e) The Agency shall have to maintain high standards of cleanliness, courtesy and manners by its staff and shall set high standards of quality of food and hygiene, serving standards.
- f) The Agency shall endeavour to maintain the Tent Accommodation Premises as a vehicle free area / zone. Agency will be required to provide only battery-operated vehicles to assist movement of guests in the Premises.
- g) The Agency shall provide the Authority with a mechanism to display the availability of rooms (including details of the booked and available rooms) on a real time basis. The Agency can provide this through an access to their ERP software or any other means. The mechanism shall be mutually discussed and agreed upon, and the same shall be included in the Agreement and form an essential condition of this License.

Before commencement of operation, on a mutually agreed date, the Agency shall provide a mock-up of one unit of the various categories of tents, displaying all amenities, furnishing, furniture, fittings, fixtures etc. The same shall be reviewed by the Authority and any modifications shall be discussed and upon mutual agreement incorporated by the Agency. The approved mock-up shall become a benchmark for maintaining the quality of the works during the entire duration of this License.

- h) The tents at Umiam shall be reserved by the Government for an additional period of two months, free of cost, for the National Games to be held in 2027.

1.3.2. Specification of Tent

- a) It is a double fly ridge tent made from Cotton Canvas Waterproof 450 GSM per square meter in natural white
- b) It has Sturdy Metal Poles (socketed) for Compact Packing. Accessories include Iron pegs, pins, Hammer & Ropes or any material better than above
- c) The size of tent should be at least 400 sq.ft or more including dressing room, Toilet, and front sitting area with sofa/ good quality wooden chairs depending upon the category of tents

- d) The quality of design, workmanship and service shall be the best for consistent with an international tent facility
- e) Defective, cracked, or torn materials shall not be used
- f) All tents shall be firmly grounded and stable against wind force, and dead loads considering the surrounding environment & wind force & rains
- g) Tents shall be designed and executed considering adverse weather conditions
- h) Joinery and supports should be properly engineered, firm and with good finish
- i) Water flow and pressure should be uniform in toilets of each tent
- j) All Tents shall have good quality furniture, fixtures & fittings.
- k) Fire precaution
- l) All the furniture should be firm, comfortable, traditional, and as per functional requirements.
- m) Good quality of toiletries and to be provided
- n) Mosquito/insect repellent arrangement.
- o) Security arrangements throughout the tented accommodation.

1.4. Develop, operate, and maintain the Adventure Zone

- 1.4.1. The Agency shall conceptualize, design, finance, construct, operate and maintain an “Adventure Zone” during the entire duration of program at all three locations. The exact location along with list of activities of the “Adventure Zone” shall be got preapproved as a part of the over master plan of the project, prior to each program.
- 1.4.2. The Agency shall ensure that the Adventure Zone is open for access for all visitors, and not only just the guests of the Tented Accommodation.
- 1.4.3. The Agency shall ensure that the staff deputed for operating the Adventure Zone are well trained towards briefing the tourists and ensuring a safe and enjoyable experience.
- 1.4.4. The Agency shall have to provide at least 20 different adventure activities in the Adventure Zone. A suggested list is as below:

High Rope Course	Bungee Ejection
Zorbing Ball	Paint ball Shooting
Artificial Rock-Climbing wall	Cricket
ATV Biking	Archery
Zip Line / Flying Fox	Air Gun Shooting
Bungee Trampoline	Battery Car
Bull Ride	Trampoline
Paramotoring	Segway

- 1.4.5. The Agency shall have to operate at 15 nos. of Hot Air Ballooning for at least 15 days in Umiam
- 1.4.6. The Agency must also conduct the Night Glow Concert with min. Hot air Balloons in all three locations for entire duration of operation.
- 1.4.7. The Agency shall get details of the activities approved by Tourism Dept., Govt. of Meghalaya prior to each year program.
- 1.4.8. The Agency shall carry out test and trial run of each activity and obtain necessary approvals from the concerned authorities for the same before opening for the tourists, for each year program.

- 1.4.9. The Agency shall be responsible in taking all the necessary statutory licenses, permissions, NOC etc, for the entire duration of the project (entire License period or each year program as the case may be)
- 1.4.10. The Agency shall strictly adhere to all the safety guidelines for each activity as per rules & regulation of Ministry of Tourism, Government of India and other applicable authorities.
- 1.4.11. The Agency shall put up informative signage, including details of tickets and packages, at the venue, of various adventure activities highlighting various precautions to be observed by the potential users. The informative signage should also indicate the risk factors of the activity and persons not eligible for the activities due to medical reasons / age / weight and so on.
- 1.4.12. The Agency shall be free to erect snacks and refreshment counter in the Adventure Zone. The Agency shall ensure the availability of toilet, either in the Adventure zone, or in a close proximity for the comfort of the Tourists.
- 1.4.13. The Agency shall retain all the revenue generated from the “Adventure Zone

1.5. Develop, operate, and maintain the Children Play Zone

- 1.5.1. The Agency shall conceptualize, design, finance, construct, operate and maintain a “Children Play Zone” during the entire duration of program at all three locations near the Tented Accommodation premises. The list of activities of the “Children Play Zone” shall be got pre-approved as a part of the overall master plan of the project, prior to each year program. The objective of the Authority is to create opportunities to engage young tourists in a manner which is entertaining and educational, particularly about Meghalaya.
- 1.5.2. The Agency shall ensure that the facility under this sub-project is open for access for all visitors, and not only just the guests of the Tented Accommodation.
- 1.5.3. The Agency shall ensure that the staff deputed for operating the Children Play Zone are well trained towards handling young tourists and making their experience memorable.
- 1.5.4. The Agency shall provide at least 10 activities. Suggested activities are as below:
 - a. Thematic zones with 3D theatre, walk throughs, VR experiences, interactive projections, DIY experience zone. The concept of the Thematic zones shall be preapproved by the Authority, every year before the Rann Utsav.
 - b. Games using latest technology like AR/VR/3D. Suggested games are Bike racing, Car racing, Street fighting, Ice hockey, Football, Tennis, Cricket, Sandboarding etc.
 - c. Entertainment activities. Suggested activities are puppet show, magic show, mirror house, maze game, dancing floor, museum of illusions, photoboosts, DIY zone etc.
- 1.5.5. The Agency shall be responsible in taking all the necessary statutory licenses, permissions, NOC etc, for the entire duration of the project (entire License period or each year program as the case may be)
- 1.5.6. The Agency shall put up informative signage, including details of tickets and packages, and highlighting various precautions to be observed by the potential users.
- 1.5.7. The Agency shall be free to erect snacks and refreshment counter in the Children Play Zone. The Agency shall ensure the availability of toilet, either in the Children Play Zone, or in a close proximity for the comfort of the Tourists.
- 1.5.8. The Agency shall retain all the revenue generated from the “Children Play Zone”.

1.6. Develop, operate, and maintain the Craft and Food Bazar (Jongsha and Sakal Aduma)

- 1.6.1. The Agency shall conceptualize, design, finance, construct, operate and maintain Craft Bazar and Food Bazar, comprising 15 stalls each.
- 1.6.2. The Agency shall be responsible to allot the food stalls to the locals of Meghalaya in consultation with Authority to promote local, indigenous, and regional cuisines.
- 1.6.3. The Agency shall be responsible to allot curated craft stalls to the locals of Meghalaya in consultation with Authority for traditional crafts, textiles, bamboo & cane work, and indigenous art forms.
- 1.6.4. The Agency shall be responsible in taking all the necessary statutory licenses, permissions, NOC etc, for the entire duration of the project (entire License period or each year program as the case may be)
- 1.6.5. The Agency may charge nominal rent for the allotment of stalls, subject to prior approval of the Authority, and shall be entitled to retain all revenue generated from the “Craft and Food Bazar.”

1.7. Provide Event Management Service including Erection of Temporary Infrastructure

- 1.7.1. This scope of work shall not form part of the VGF amount. The actual cost incurred towards event management services shall be reimbursed to the Selected Bidder as per mutually agreed terms and approved budgets. The scope of work shall include, but not be limited to, the following:
 - 1.7.2. The Agency shall undertake comprehensive event management services for the annual program including erection of all temporary infrastructure. The scope shall cover conceptualization, designing, obtaining necessary approvals, erection, operation, and dismantling of temporary structures.
 - 1.7.3. The stage arrangements and conductance of festivals/events, selection of artist shall be determined based on the requirements of the Tourism Department, Government of Meghalaya.
 - 1.7.4. The payment of artist fees shall be undertaken either by the Agency or by the Authority, as the case may be. In the event the Agency makes any such payment to the artists, the Authority shall reimburse the Agency for the full amount so paid, in accordance with the terms of this Agreement.
 - 1.7.5. The Bidder shall deploy adequate and qualified manpower for efficient execution of the project, including parking management, and ensure compliance with the contract conditions and timelines.
 - 1.7.6. The Agency shall engage experienced professionals suitable for events of such scale and stature, including but not limited to architects, designers, structural engineers, event managers, and creative teams.
 - 1.7.7. The Agency shall execute the work with due regard to aesthetics, safety standards, thematic consistency, and industry best practices, within the approved timelines and budget.
 - 1.7.8. The Agency shall be responsible for liaising and obtaining all necessary statutory approvals, including but not limited to electricity, firefighting, police permissions, loudspeaker

permissions, and other regulatory clearances. The Tourism Dept. shall assist the Agency in obtaining such approvals where required.

- 1.7.9. The payment terms and other conditions pertaining to the event management shall be determined upon finalization of the event. The selected bidder shall be bound to comply with and adhere to the payment terms and other conditions as decided by the Authority.

1.8. General Scope of Work/Support Infrastructure

- 1.8.1. Setting up one information counter nearby the tented accommodation for disseminating the festival and other related information for the resident delegates.
- 1.8.2. Medical Facilities and first aid arrangements with a doctor on call & attending medical staff.
- 1.8.3. Fire Brigade with a fire extinguishing system with adequate manpower for an emergency should be stationed at the tent city and other prominent locations during all days of the events.
- 1.8.4. Agency must provide adequate mobile toilet facilities for the local public during all days of the festival.
- 1.8.5. Agency must provide drinking water facilities for the local public.
- 1.8.6. The Agency shall be responsible for obtaining water and electricity connection, as per demand, for the various sub- projects on their own.
- 1.8.7. The Agency shall ensure power back up through DG sets or any other means. All costs towards the same shall also be borne by the Agency. The Agency shall ensure that all electrical conduits are properly clamped and placed in raceway/with proper saddling and necessary earthing shall be maintained as per safety norms in the entire venue.
- 1.8.8. Agency shall make all payments relating to utility bills (water and electricity). Authority shall not be responsible for the same. Agency must ensure that the lights are switched off after the working hours, ensuring minimal wastage.
- 1.8.9. Considering the fragile nature of environment, the Agency shall prepare and implement a waste management system, for both solid and liquid waste, including collection, treatment, and disposal. The Agency shall use suitable engineering solutions, considering the location and environment. The Agency must ensure that there is no malodour emerging from untreated / inadequately treated waste. The Agency shall also ensure that the operations follow the sustainability measures proposed by them and the operations in no way harm the environment. The Agency shall also ensure periodic sensitization of its staff and guests in this regard.
- 1.8.10. The Agency shall set up a water treatment plan if so required.
- 1.8.11. The Agency shall ensure high levels of cleanliness in the premises.
- 1.8.12. Considering the scale of the site, providing segregated dustbins, toilets and drinking water kiosks, golf carts for movement within the tent city site etc, should be provided at regular intervals ensuring that the same are accessible for use of tourists, especially tourists with mobility restrictions. These facilities (drinking water, toilets, golf carts) shall be provided free to cost to the tourists.
- 1.8.13. The Agency shall ensure that all the sub-projects are compliant to the requirements of Persons with Disabilities.
- 1.8.14. The Agency shall also arrange for water supply at his own cost in case of non-availability of water supply. This shall include temporary water tankers as well as all necessary pipelines and

- equipment for water tankers for arrangement of potable water.
- 1.8.15. Entire tent city has to be provided with pressurized water supply connection to increase the supply head by installing water tanks at suitable heights. No gravity water supply connections shall be accepted by the Authority
- 1.8.16. Solar street lighting: Agency, with an intention to reduce carbon footprint of the event, would be required install solar streetlight inside the venue and also convert existing streetlights inside the venue into solar powered lights.
- 1.8.17. The Agency shall provide services towards General Housekeeping and Facility Maintenance of the entire premises, including but not limited to the following:
- Washing, cleaning and maintenance
 - Cleaning and maintenance of all the drains within the area/s handed over in terms of this RFP
 - Routine / Emergency plumbing works and checking of leakages and replacement of leaking taps, etc.
 - Supply of suitable and adequate number of dustbins, cleaning of dustbins and removal / disposal of collected garbage to an approved location. Appropriate disposal mechanism as approved by applicable authority shall be the responsibility of the Agency
 - Periodic pest control, fumigation, mosquito control including winged pests, termite, larva control, rodent control, checking bat infestation, bird droppings, of the entire site in all covered and open area as per good industry practices.
 - Cleaning of all lighting and electrical fixtures, indoor as well as outdoor.
 - Regular cleaning and upkeep of facades, stonework, walls, furniture, partitions, railings etc.
- 1.8.18. The Agency shall be responsible to carry out all the regular / normal Upkeep, cleanliness and sanitation including but not limited to following.
- Attending blockage of drainpipes, gully trap, and manholes.
 - Water supply, Storm Drainage & Sewage Disposal work.
 - Plumbing related maintenance work related to attending the leakage from taps and valves, sanitary fixtures, fixtures for water supply etc.
 - Cleaning of shafts, if any and keeping the same functional.
 - Occasional replacement of water supply fittings / sanitary fixtures on need basis Periodical cleaning of overhead tanks, underground tanks etc. thereby maintaining record of cleaning.
- 1.8.19. The Agency shall design and erect signage through the venue for easy movement of visitors at all necessary locations.

1.9. Security and Other Arrangements

- 1.9.1. Round the clock deployment of well-groomed/trained uniformed security guards (Skilled/Semi-skilled) from a reputed security agency would be provided for security inside and outside the venues. A Supervisor must supervise the group of every 15-20 security guards.
- 1.9.2. Installation of a sufficient number of CCTV Cameras covering the entire area and round-the-clock monitoring and recordings of CCTV coverage. The Agency shall submit complete recording of the carnival in DVDs within 15 days of completion of the event. The Agency must

ensure that the number and quality of CCTVs shall be compliant to the requirements of security agencies like the Police, SPG etc. Wherever required.

- 1.9.3. Door frame metal detector machines and x-ray machines for baggage to be installed at all entry points to the venue.
- 1.9.4. Men to Men & Women to Women Frisking at all entry points to the venue by the fully equipped security personnel.
- 1.9.5. Availability of First aid facilities and emergency medical facilities including availability of a well-equipped Ambulance during the event.
- 1.9.6. Availability of all categories of fire-fighting equipment including fully loaded fire engines round the clock as compliance required by the Fire Department.
- 1.9.7. Other Security arrangements/measures and compliances as per requirement/directive by statutory security agencies like Meghalaya Police, etc. for VIPs security.
- 1.9.8. The Agency shall be responsible for all risks associated with the event for the entire duration of the event and for all prior preparation and winding up period with respect to his manpower/contractors/property/material etc. mobilized by him for the event
- 1.9.9. The Agency must ensure that all risks associated with organizing the festival for the entire duration of the event and prior preparation and winding up period are insured against perils like fire; damages with respect to participants, their property/material, etc.; public liability carrying any single accident limit of Rs. 50 lakhs; event cancellation loss towards preparation, advance, commitments etc. and all other related risk coverage.

1.10. Control Room for participants/officials

- 1.10.1. A Control room for participants/officials is required to be set-up at the Foyer area. The control room shall be manned by the authorized representative of the Agency and supported by the nodal officers from the Tourism department. Control room shall act as “One Point of Contact” for all participants/team leaders/officials for all purposes related to accreditation, arrival/departure, stay arrangements and to &fro movement of participants to venue/ Railway stations, cultural programme schedule, rehearsals, food/meals medical assistance, coordination etc. Centralized help desk/control room must be approximately 15x20 sq. ft size having appropriate amenities such as desktop computers, tables, chairs, printer, internet connectivity, photocopier, fan, lighting etc. sufficient for working of at least 5-6 officials. The centralized help desk shall be managed by the Agency, and two mobile numbers shall be exclusively assigned for this help desk which will be circulated to all participants/officials/agencies/team leaders/organizers for any kind of assistance/support.

1.11. Local transportation and Logistics

- 1.11.1. Local transportation and logistical support for participants & officials/team leaders to &fro from the Guwahati Airport/ Guwahati Railway station/bus depots to the place of stay at the time arrival/departure and to &fro movement from place of stay to the venue during pre-event, post-event and during the event as per the schedule of their participation / stalls timings are to be provided.

1.12. License/ Permissions/ NOCs

1.12.1. It shall be the responsibility of the Event Management Agency to liaison and coordinate with all respective authorities like Meghalaya Police, Meghalaya Traffic Police, Fire Department, Electricity Department, Municipal Corporation, Councils, Jal Board, Commercial Tax, Excise/Entertainment Department, etc. and/or any other Authority to obtain necessary NOC's, permissions, licenses on behalf of Tourism Department of Meghalaya to organize Iconic Tourism Festival.

1.13. Digital Marketing, Advertisement and Promotion

1.13.1. The Agency shall support the entire advertisement and publicity measures for the Iconic Tourism Festival including designing, issuing, printing, installation, supply etc. Wherever applicable, the Agency must get the entire publicity measures like Newspaper ads, FM Radio jingles, hoardings through the reputed advertising agency(s).

1.13.2. Creation and Maintenance of a microsite – a microsite specially designed for the festival would be created and maintained by the agency that would provide all the relevant and necessary information as per the requirement of the festival. The microsite would be hosted/linked with the tourism website.

1.13.3. Social Media Promotion – the agency would create social media handles for the festival on various popular platforms like Facebook, Twitter, and Instagram etc. to promote the festival and to disseminate the information to the Targeted Audience.

1.13.4. Paid Digital Promotion – The agency would present digital media plan to target the relevant pan India audience with demographical, geographical, interest targeting etc. to Meghalaya Tourism Board and after approval from authorities the plan would be executed.

1.13.5. Content Creation – The agency would be solely responsible for the creation of all the content required for digital marketing and promotion of the event. The content would be uploaded/displayed on hoarding after approval from Authority.

1.13.6. Arrangement for Influencers - The agency would be responsible for on-boarding of influencers as per the requirement of festival. These influencers will be deployed after approval from the Authority.

1.13.7. At least 02 press meet in source market and metro cities.

1.14. Post Event Content & Report

1.14.1. Submit summary of the event to department through a post event report along with good pictures of the event.

1.14.2. 10-minute-high quality film covering the event.

1.14.3. It is mandatory for the agency to submit 25 high resolution images for each activity of festival along with all the aspects of festival shall be submitted to Tourism Dept.

1.14.4. Post event details of media coverage of Festival by hosted Media and others in both hard and soft copies within 15 days from the close of the event.

1.15. Reporting

1.15.1. Produce creatives for the event in terms of minimum 500 brochures as approved by Authority

- 1.15.2. The Agency shall submit a post event report (for all the sub-projects), in soft copy (email / Pen drive) and hard bounded copy, consisting of all details of various activities, photographs, and data of visitors, participants, user feedback, etc complete for entire event period. The Agency needs to provide at least minimum 3 sets of report hardbound to the Authority.
- 1.15.3. The Agency shall on a daily basis submit the booking manifest (format to be got preapproved by the Authority) for the area handed over to the Bidder and email the same to Authority. Additionally, the Agency shall also compile monthly ticket / booking manifest and send a monthly report including details of works & repairs undertaken, any incident / accident involving personnel or tourists and any other such information that may be sought by the Authority.
- 1.15.4. The Agency shall submit a detailed fortnightly report including photo documentation, in a format which shall be discussed and pre-approved by the Authority. The report should include compliance to the approved Manual and Master Plan.

2. Payment Schedule

2.1. VGF Payment.

Payment of VGF amount will be made to the agency for the first five years as per following schedule:

2.1.1. Instalment 1 – Annual Mobilisation & Readiness- Amount: 20% of Annual VGF

- Submission and approval of the Conceptual Plan, Annual Action Plan, including:
- Destination-wise programming calendar
- Operational plan for accommodation, adventure zone, kid play zone, food & craft bazaars
- Community engagement and experience modules
- Mobilisation of manpower, vendors, and logistics at all three destinations

2.1.2. Instalment 2 – Infrastructure Setup & Soft Launch- Amount: 30% of Annual VGF

- Completion of annual on-ground setup, including:
- Luxury tented accommodation readiness
- Food Bazaar and Craft Bazaar installation
- Experiential zones and rural tourism modules
- Adventure zone and kind play zone
- Commencement of soft operations / trial runs at all destinations

2.1.3. Instalment 3 – Iconic Tourism Activation & Operations-Amount: 25% of Annual VGF

- Successful execution of the main tourism activation / festival cycle for the year
- Continuous operation of accommodation and experiential tourism services
- Visitor facilitation, safety, cleanliness, and quality assurance (Higher weight reflects peak operational responsibility)

2.1.4. Instalment 4 – Reporting, Continuity & Compliance- Amount: 25% of Annual VGF

- Submission of Annual Performance Report, covering:

- Footfall and visitor profiles
- Economic and community impact
- Media and visibility outcomes
- Submission of video
- Submission of utilisation certificate and statutory compliance documents
- Confirmation of readiness for the subsequent year's operations

3. Damages and Penalties

3.1. Develop, operate and maintain of Tented Accommodation

- 3.1.1. Any deficiency in service including but not limited to delay in initiating services, not developing the MDO, understaffing, poor service, or any similar violation, shall be viewed seriously and shall attract a penalty of 0.5% of the Estimated Project Cost, per violation for each location.
- 3.1.2. The total penalty, per year for each location should not exceed 2% of the Estimated Project Cost.
- 3.1.3. In an event the Agency operates additional tents without the prior approval of the Authority, the Authority shall impose a penalty of 50% of the additional "Revenue Share" for that particular year, on a pro-rata basis. Penalty charged under this head shall not come under the cap of the total penalty as described in clause 3.1.2 above.
- 3.1.4. Repeated violation of the same nature shall be viewed seriously and may attract additional penalty, and termination from the sub-project. Decision of Authority shall be final and binding in this regard.

3.2. Develop, operate and maintain of Adventure Zone

- 3.2.1. Any deficiency in service including but not limited to delay in initiating services, not developing the MDO, understaffing, poor service, non-adherence to safety requirements, or any similar violation, shall be viewed seriously and shall attract a penalty of 0.5% of the Performance Guarantee, per violation.
- 3.2.2. The total penalty, per year for each location should not exceed 2.5% of the Performance Guarantee.
- 3.2.3. Repeated violation of the same nature shall be viewed seriously and may attract additional penalty, deduction in payment being made by the Authority, and termination from the sub-project. Decision of Authority shall be final and binding in this regard.

3.3. Develop, operate and maintain of Kid Play Zone

- 3.3.1. Any deficiency in service including but not limited to delay in initiating services, not developing as per requirement/RFP, understaffing, poor service, or any similar violation, shall be viewed seriously and shall attract a penalty of 0.5% of the Performance Guarantee, per violation.

- 3.3.2. The total penalty, per year for each location should not exceed 2.5% of the Performance Guarantee, and it shall constitute and Event of Default of the Licensee and shall be dealt as per the provisions of the License Agreement.
- 3.3.3. Repeated violation of the same nature shall be viewed seriously and may attract additional penalty, deduction in payment being made by the Authority, and termination from the subproject. Decision of Authority shall be final and binding in this regard.

3.4. General scope of work/ O & M of support infrastructure/ Craft and Food Bazar/Security

- 3.4.1. Any deficiency in service including but not limited to delay in initiating services, not undertaking O&M, understaffing, poor service, non-adherence to safety / cleaning requirements, or any similar violation, shall be viewed seriously and shall attract a penalty of 0.5% of the Performance Guarantee, per violation.
- 3.4.2. The total penalty under this sub-project, per year for each location, should not exceed 2.5% of the Performance Guarantee.
- 3.4.3. Repeated violation of the same nature shall be viewed seriously and may attract additional penalty, deduction in payment being made by the Authority, and termination from the subproject. Decision of Authority shall be final and binding in this regard.

SECTION IV. APPENDICES AND SAMPLE FORMATS

A. APPENDIX-I. Checklist

B. APPENDIX-II. Letter of Bid & Interest

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

To,
The Director
Director of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

Subject: Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid(s) for the aforesaid Project. The Bid(s) is/(are) unconditional and unqualified.
2. I /We acknowledge that **Tourism Department, Government of Meghalaya**, hereinafter called 'the Authority' will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid Project, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Licensee for the aforesaid Project.
4. I/We shall make available to the Authority an additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we / any of our Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:

- a. *I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and*
 - b. *I/We do not have any conflict of interest in accordance with the RFP document; and*
 - c. *I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 5 of the RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and*
 - d. *I/We confirm that I/we are not blacklisted with any Ministry or Department of the Central Government, or by any of the State Governments / UT as on date. We further confirm that we will inform the Authority immediately in case of any change in this situation.; and*
 - e. *I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and*
 - f. the undertakings given by us along with the Application in response to RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them
8. I /We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions of the RFP.
 9. The Authority and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the Bid and to seek clarification from our banker regarding any financial and technical aspects. This letter of Bid 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 as requested by yourselves to verify statements and information provided in the Bid or with regard to the resources, experience and competence of the Bidder.
 10. I/We believe that I/we satisfy the Technical Capacity and Financial Capacity for the Project, and meet the requirements as specified in the RFP document.
 11. I /We declare that we/any Member of the Consortium, or out/its Associates are not a member of a/any other Consortium submitting a Bid for the Project.

12. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. I/We further certify that in regard to matters relating to security and integrity of the county, we/any Member of the Consortium or any of our/their Associate have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
14. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees
15. I/We undertake that in case due to any change in fact or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. {I/We acknowledge and undertake that our Consortium will be selected based on the basis of Technical Capacity and Financial Capacity of those of its Members who shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 5 (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the License Agreement and thereafter the Lead Member must hold a minimum equity share capital of 26% of the subscribed and paid-up equity of the Licensee till the 10th Anniversary of COD
17. I/We acknowledge and agree that in the event of a change in control of Associates whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of selection under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Licensee Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach of thereof and the License Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act or shall incorporate prior to execution of the License Agreement.

19. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
20. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I /We have studied all the Bidding Documents carefully and visited the Project. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Work.
22. The Bid / Proposal Security is enclosed in the Envelope–1 marked “Bid / Proposal Security”.
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I /We shall have any claim or right of whatsoever nature if the Project/Agreement is not awarded to me/us or our Bid is not opened or rejected.
24. The Bid Variable has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, our own estimates of cost and demand and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
26. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP or extension thereof as per the RFP.
27. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement till occurrence of Financial Close in accordance with the License Agreement.

Authorized signatory

Date:

Name and seal of Bidder

Place:

Note: In case the Bidder is not a consortium, please delete the applicable clauses related to Consortium.

Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya.



C. APPENDIX-III. General Information of the Bidder

(To be printed on A4 paper and signed by the Bidder's authorized signatory)

1. Details of Bidder (To be given separately by each Consortium member, in case the Bidder is a Consortium)
 - a. Name:
 - b. Legal Status:
 - c. Country of incorporation:
 - d. Address of the corporate headquarters (if any) in India:
 - e. Year of Incorporation:

2. Details of individual(s) who will serve as the point of contact / communication for the Authority within the Company:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number and Fax Number:
 - f. E-Mail Address:

3. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project:

4. In case of Consortium:
 - a. Information above (1 -3) should be provided for all the members of the Consortium.
 - b. Information regarding role of each member should be provided:

SI No	Name of Member	Equity Stake	Role*
1			
2			
3			
4.			

* Specify whether Lead Member / Ordinary Member

5. Details of Associates, whose credentials are counted as part of Minimum Eligibility Criteria:
6. The following information shall also be provided for Bidder/each member of the Consortium/ Associates:

SI No	Criteria	Yes	No
1	Has the Bidder/ Consortium Member/Associate been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any project (PPP or otherwise), and the bar subsists as on the date of Application,		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

SI No	Criteria	Yes	No
3	Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate.		

7. A statement by the Bidder and each of the members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Signed by:

(Name of the Authorised Signatory) For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

D. APPENDIX-IV. Affidavit

(To be executed on a Stamp Paper of INR 100; To be Notarized)
(To be given separately by each Consortium member, in case the Bidder is a Consortium)

I, _____, s/o _____, resident of _____, the _____ (insert designation) of the _____ (insert name of the Bidder), do solemnly affirm and state as follows:

1. That I am the authorized signatory of _____ (insert name of Company/ Consortium) (hereinafter referred to as **“Bidder / Consortium Member”**) and I am duly authorized by the bidder organization / Consortium to swear and depose this Affidavit on behalf of the bidder organization / Consortium.
2. That I have submitted information with respect to our eligibility for the Request for Proposal (RFP) for Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya (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, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by the Authority to verify our credentials / information provided by us under this tender and as may be deemed necessary by the Authority.
4. That if any point of time including the License Period, in case of the Authority, requests any further / additional information regarding our Financial and / or Technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of the Authority.
5. That, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP 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. That all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

(Name, Designation and Address)

VERIFICATION:

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

Verified at _____, on this _____ day of _____, 2024.

DEPONENT

(Name, Designation and Address)

E. APPENDIX-V. Power of Attorney

APPENDIX-E-1: Format for Power of Attorney for Authorized Signatory

(To be executed on a Stamp Paper of INR 100; To be Notarized)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid to Tourism Department, Government of Meghalaya (**“Authority”**) for **“Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya”** (the **“Project”**) proposed or being developed by the Authority including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the License Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and 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 _____, 20**

For.....

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

- i. *To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.*
- ii. *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 procedure.*
- iii. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- iv. *For a Power of Attorney executed and issued in India, the notarization is to confirm that the document was executed in the presence of a notary.*
- v. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.*

APPENDIX-E-2: Format for Power of Attorney for Lead Member of the Consortium

(To be executed on a Stamp Paper of INR 100; To be Notarized)

Dated -----

POWER OF ATTORNEY TO WHOMSOEVER IT MAY CONCERN

Whereas Tourism Department, Government of Meghalaya, (the “**Authority**”) has invited Bids from interested parties for “**Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya**” (the “**Project**”).

Whereas, _____, _____, _____ and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, [the name and address of the registered office], M/s _____ having our registered office at _____, [the name and address of the registered office] _____ having our registered office at _____, [the name and address of the registered office], _____ having our registered office at _____, [the name and address of the registered office], (hereinafter collectively referred to as the “**Principal**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the **Lead Member** and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Concession/Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with MTDC and/ or the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the License Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 20**

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

By _____ [the Authorising Company]
Signature _____ [Signature of Authorised signing officer]
Name _____ [Name of Authorised signing officer]
Title _____ [Title of Authorised signing officer]

(Executants)

Witness 1
Signature _____
Name _____
Address _____

Witness 2
Signature _____
Name _____
Address _____

Note:

- i. To be executed by all the Members of the Consortium.

-
- ii. *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 procedure.*
 - iii. *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
 - iv. *For a Power of Attorney executed and issued in India, the notarization is to confirm that the document was executed in the presence of a notary.*
 - v. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.*

F. APPENDIX- VI:- Technical Capacity

(To be submitted on A4 paper | To be signed by both Authorized Signatory and Statutory Auditor)

Technical Capacity

Details of Eligible Tented Accommodation Project(s)

S l N o	Name of the Bidder / Consortium Member	Name of the Project/ Tent City with location	Owner Entity	Nature of Facility (Semi-Permanent city/ Tented Accommodation)	Category (3-Star / Equivalent / Luxury/or Above)	No. of Tent Keys Operated (≥100)	Operational Date (MM/YYYY)	Operational Till (MM/YYYY)	Total Period of Operations (months)	Mode of Operation (Continuous / Seasonal)	Role of Bidder (Developer / Operator / O&M)	Client / Authority Name
1												
2												
3												
4												
5												
6												
7												
...												

Note:

1. Financial Years considered for the purpose of Technical Capacity shall be 2024-25, 2023-24, and 2022-23
2. In case the credentials of an Associate of a Bidder are used, a certificate from a qualified external auditor, who audits the book of accounts of the Bidder, shall be provided to demonstrate that the person is an Associate of the Bidder.
3. **The form may also be submitted separately for Consortium Members, with certification by the respective statutory auditor of each Consortium Member. In such case, the Bidder must also submit a summary sheet, with aggregate experience of all Consortium Members, signed and verified by the Lead Member.**
4. The following documentary evidence must be submitted along with the Proposal:
 - a. *In support of the claimed experience services covering **operation and management of Semi-permanent tent city or tented accommodation, the Bidder (or each Consortium Member claiming experience) should provide certificate(s) from its statutory auditor(s) stating the veracity of the above experience.***
 - b. *It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant experience.*

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership number of Statutory Auditor

Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya.



APPENDIX-VII : Financial Capacity

Format for Financial Capacity

(To be submitted on A4 paper | To be signed by both Authorized Signatory and Statutory Auditor)

Financial Capacity

To be mentioned separately for each Consortium Member / Associate of Bidder

Financial Capacity	Single Entity/ Consortium Lead Member	Consortium Member-2	Consortium Member-3	Associates, if any
A. NET WORTH				
Net Worth as of 31 st March 2025				
Aggregate Net Worth				
B. TURNOVER				
Turnover in 2020-21				
Turnover in 2021-22				
Turnover in 2022-23				
Turnover in 2023-24				
Turnover in 2024-25				
Average Annual Turnover of (3 years of the Last 5 Years in Crores)				
Aggregate of Average Annual Turnover				

Revenue from Tent Tourism Packages

Sl. No	Financial Year	Name of Project / Destination	Nature of Services (Tented Accommodation, O&M, Tourism Promotion, etc.)	Revenue from Tent Packages (₹ Crores)	Client / Authority
1					
2					
3					
4					
5					

Note:

1. All the Financial numbers are to be given in Indian Rupees.
2. In case of the use of credentials of an Associate of a Bidder, a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that the person is an Associate of the Bidder.
3. The form may also be submitted separately for the Consortium Members, with certification by the respective statutory auditor of each of the Consortium Members. In such case, the Bidder must also submit a summary sheet, with aggregate average turnover and net worth of all Consortium Members, signed and verified by the Lead Member.

-
4. The following documentary evidence must be submitted along with the Proposal, to support Financial Capacity claim:
 - a) The Bidder, or each Consortium Member / Associate claiming experience, shall attach copies of the P&L, Balance sheet and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements must be:
 - a. be audited by a statutory auditor **AND**
 - b. be complete, including all notes to the financial statements.
 - b) It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant experience.

 5. The following documentary evidence must be submitted for along with proposal to support for Revenue from Tent Tourism Packages only
 - a. Statutory Auditor's Certificate clearly specifying: Confirmation that revenue is Rs. 50 Crores or more in a single year
 - b. Financial year to which the revenue pertains
 - c. Nature of services included (stay, food, transport, sightseeing)

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership No. of Statutory Auditor

G. APPENDIX-VIII: Certificate for Associate

Certificate from the Statutory Auditor regarding Associate

OPTIONAL – IN CASE THE BIDDER HAS USED CREDENTIALS OF ITS ASSOCIATES TO MEET TECHNICAL / FINANCIAL CAPACITY

(To be printed on Letter Head)

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid-up voting equity of _____ (name of the Bidder/ Consortium Member/Associate) is held, directly or indirectly¹, by (name of Associate/ Bidder/ Consortium Member). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 3.2.5 of the ITB.

A brief description of the said equity held, directly or indirectly, is given below:

.....

{Describe the shareholding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}

Signature of Statutory Auditor of Bidder / Consortium Member

Signature of Authorized signing officer of the consortium member, whose Associate is certified herein.

Signature of Authorized Signatory

¹ In the case of indirect shareholding, the intervening companies in the chain of ownership should also be Associates i.e., the shareholding in each such company should be more than 50% in order to establish that the chain of "control" is not broken

H. APPENDIX-IX: Acknowledgement Letter

(To be submitted on Company's Letter Head by Single Bidder / each Consortium members separately))

I _____ (full name), s/o _____, the
_____ (insert designation) of the
_____ (insert name of the single Bidder / Consortium member,
in case of a Consortium), state as follows:

- a. Have reviewed the entire Proposal.
- b. Proposal submitted is in accordance with each key element of the Proposal, including, but not limited to, its Technical and Financial 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.
- c. Have participated in only one Proposal for a given Project.
- d. Each of the Consortium members will be jointly and severally liable to the Authority.
- e. Acknowledges that the Authority reserves 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.

Authorised signatory

Date:

Name and seal of the Bidder

Place:

I. APPENDIX-X: Acknowledgement Letter

(To be submitted on Company's Letter Head by Single Bidder / Lead Member of the Consortium)

Ref.

Date:

To,
The Director
Director of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

J. APPENDIX-XI: Format for Bid Security (Bank Guarantee)

BID / PROPOSAL SECURITY

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:

The Director
Director of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

NATURE OF BANK GUARANTEE:

Unconditional and irrevocable Bank Guarantee.

CONTEXT OF BANK GUARANTEE:

In pursuance of Clause 4.4 of Volume-I of the Request for Proposal Document dated _____ 2024 (hereinafter referred to as the “RFP” inclusive of draft License Agreement) for Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya (hereinafter referred to as the “Project”), provided however, such context of the Bank Guarantee or reference to the contract in this Bank Guarantee shall in no manner to be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee:

1. At the request of the _____ (name and address of the Bidder), 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 **Tourism Department, Government of Meghalaya (TDGOM) (the “Authority”)** i.e. the beneficiary on behalf of the Bidder, up to a total sum of **INR _____ (Rupees _____ Only)**, such sum being payable by us to the Authority immediately upon receipt of first written demand from the Authority.
2. We unconditionally and irrevocably undertake to pay to the Authority on an immediate basis, upon receipt of first written demand from Authority and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the Authority 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 **INR _____ (Rupees _____ Only)**, or to show grounds or

reasons for the demand or the sum specified therein, the entire sum or sums within the limits of **INR _____ (Rupees _____ Only).**

3. We hereby waive the necessity of the Authority 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 contract, 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 Authority 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 Bidder, which are recoverable by the Authority by invocation of this Guarantee.
5. This Guarantee will not be discharged due to the change in constitution of the Bank or the Contractor. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Authority.
6. We unconditionally and irrevocably undertake to pay to the Authority any amount so demanded not exceeding **INR _____ (Rupees _____ Only)**, 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 Authority 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>.
8. This Bank Guarantee is issued by the Bank having its office at _____ but as per the Authority's requirement, this Guarantee can be encashable / negotiable at the Bank's branch at Shillong having address at _____.

Notwithstanding any contained herein:

- 1) Our liability under this Bank Guarantee shall not exceed Indian INR _____ (Rupees _____ only).
- 2) This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____ (Date of Submission of Bid) to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Authority, serves upon us a written claim or demand on or before _____.

Authorized Signatory (Bank)

K. APPENDIX-XII: Draft Consortium/ Joint Bidding Agreement

(To Be Made on Stamp Paper of Requisite Value and Notarized)

This Consortium Agreement (the “AGREEMENT”) made at _____ on this __ day of _____, (Year)

BY AND BETWEEN

M/s _____ {Lead Member (Consortium Member 1)}, a _____ incorporated under _____ (name of the relevant act/law of under which registered in the Country of Registration) and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as “_____”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the **ONE PART**;

AND

M/s _____ (Consortium Member 2), a _____ incorporated under the _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as “_____”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the **SECOND PART**;

AND

M/s _____ (Consortium Member 3), a _____ incorporated under the _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as “_____”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the **THIRD PART**;

(_____ and _____ and _____ shall be individually referred to as the “Party” and jointly referred to as the “Parties” or “Consortium Members”).

WHEREAS:

- A. Tourism Department, Government of Meghalaya (TDGOM) (hereinafter referred to as the “**Authority**”), invited Bids/ Proposals for the work of “Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya.” (hereinafter referred to as the “**Project**”).
- B. M/s _____, M/s _____ and M/s _____ have agreed to consolidate their resources and experience and apply jointly as a Consortium (hereinafter referred to as the “Consortium”), vide this Consortium Agreement, for the purpose of developing and completing the Project, within time frame stipulated in the Request for Proposal Document (hereinafter referred to as the “RFP document”).
- C. M/s _____, M/s _____ and M/s _____ have therefore agreed to enter into this Consortium Agreement in respect of the submission of the Bid/ Proposal for the Project on the terms set out below.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared as the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a License Agreement with the Authority and for performing all its obligations as the Licensee in terms of the License Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the License Agreement when all the obligations of the SPV shall become effective;
- b) The role of role and the responsibility of each Party for the “Project” shall be as follows:

Name of the Member	Type of Member	Shareholding	Role & Responsibility
	Consortium Member-1 (Lead Member)		
	Consortium Member-2		
	Consortium Member-2		

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Licence Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the License Agreement.

6. Shareholding in the SPV

- a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party (Lead Member): ...%

Second Party:%

Third Party:..... %

- b. The Parties undertake that the First Party (Lead Member) shall hold the above-mentioned shareholding of the subscribed and paid-up equity share capital of the SPV for a period of 5 years from COD and, thereafter, Lead Member shall hold at least 26% (twenty -six per cent) of the subscribed and paid-up equity share capital of the SPV till the 10th Anniversary of COD
- c. The Parties undertake that the Non-Lead Member nominated at the time of submission of the Proposal, whose credentials are counted for evaluation of Technical Capacity and Financial Capacity, shall hold a minimum shareholding of 26% (twenty-six percent) respectively for a period of 5 years from COD.
- d. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the License Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the License Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid / Proposal Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by the laws of India.
- b. **Confidentiality** – All information, document, etc. exchanged between the Parties related to this agreement or the preparation of any Bid or the performance of the Project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and / or use any Information, without prior consent of the other Party.
- c. **Term and Duration** – This Agreement shall come into effect on the date of submission of the Bid/Proposal for the Project. This Agreement shall terminate upon the successful completion of the Project and may be extended further for such period as may be required by the Authority. This Agreement can be terminated only upon Consortium's Bid for the Project is conclusively rejected by the Authority.
- d. **Costs/Expenses** – All out-of-pocket expenses/costs of and incidental to this Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties. Each Party shall pay and bear their own advocated/solicitors fees in the preparation of this Agreement.
- e. **Governing Law** – This Agreement shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.
- f. **Settlement of Disputes** – Any disputes arising out of this Agreement shall be amicably settled by the Authorised representatives of the Parties; failing which, any such disputes shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this Agreement.
- g. **Language of Arbitration** shall be English. The venue of the Arbitration proceedings shall be in Shillong, India. The Parties jointly and severally undertake that the Project shall not be affected during the dispute(s) or the settlement of dispute(s) period.
- h. The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.
- i. In the event of a dispute between the Parties over the subject of this Agreement, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute.
- j. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

- k. **Amendments** – This Agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from the Authority.
- l. **Notices** – Any notices, requests, demands or any communications from any party to the other party under this Agreement shall be by Regd. / Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform the Authority and the other Parties/ Consortium Members of any such change.
- m. **Assignment** – None of the Parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of the Authority.
- n. **Entire Agreement** – This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

SIGNED AND DELIVERED BY _____

By: _____

Title: _____

Date: _____

Witness:

1. _____

2. _____

L. APPENDIX-XIII: Format for Financial Proposal

To,
The Director
Director of Tourism
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

Sub: Financial Proposal for selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya

Sir,

With reference to the subject RFP document dated I/ we have examined the Bidding Documents and understood their contents,

I/ we offer for **“Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya”** in accordance with the stipulated terms and conditions and other particulars therein as defined in this RFP.

I/We hereby offer and agree to undertake the Work in accordance with the Scope of Work set forth in the RFP and hereby quote the following Viability Gap Funding (VGF) for all three (3) locations

Name of the Work	Quoted Viability Gap Funding (INR) – In Figures	Quoted Viability Gap Funding (INR) – In Words
Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya		

I/ we agree that my/ our Financial Bid shall remain valid for a period as mentioned in this RFP from the Bid Due Date prescribed for submission of Proposal. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP. I / we agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project. There will be no grant, positive or negative from TDGOM.

Yours sincerely,

Selection of agency for destination development, operation & maintenance (O&M) and marketing with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya.



Authorized Signature:

Name and Title of Signatory:

Name of Firm: Address

Date

Signature

Authorized Signatory with Official Seal

DRAFT AGREEMENT

THIS AGREEMENT is made at (Place) on this (Date).

BETWEEN

Department of Tourism, Government of Meghalaya, having its Registered Office at (address). Having CIN –, (hereinafter referred to as the “FIRST PARTY” which expression shall include its representatives, successors and permitted assigns), One Part; through its authorized signatory (designation).

AND

(Successful bidder), registered (Incorporation type) having its Registered Office at (Address)(hereinafter referred to as “SECOND PARTY” or “AGENCY”, as the case may be, which expression shall include its representatives, successors and permitted assigns, of the SECOND PARTY through its authorized signatory Mr.(Name and designation).

WHERE AS:

(1) Department of Tourism, Government of Meghalaya (DoT) had invited proposals vide RFP Reference NIT No.:and SYSTEM NO -..... Dated for Selection of Agency for “**destination development, operation & maintenance (O&M) with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya**” for aforesaid Project subject to and on the terms and conditions contained in the RFP document (as listed out at Annexure ‘1’).

(2) After Evaluation of the bids so received, DoT had accepted the Bid of “Successful bidder” and issued Letter of Intent No- Dated (as listed out at Annexure ‘4’), to it and received a confirmation from agency on(dated).

(3) Now this agreement is being executed & to be effective from Dated.

NOW, THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES AND GOOD AND VALUABLE CONSIDERATION CONTAINED HEREIN THE RECEIPT AND ADEQACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREES AS FOLLOWS.

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of RFP referred to.
2. **FIRST PARTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

The first Party shall be responsible as per terms and conditions of RFP Document.

3. **THE SECOND PARTY WILL SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- a) Provide the services in accordance with Scope of work of the RFP;

Be bound to comply with any written direction of FIRST PARTY to vary the scope sequence of timing of the services, Subject to Mutual Consent of Both the Parties

3.0 PERIOD OF AGREEMENT

This Agreement will be effective from (starting month and year ending month and year).

- The agreement shall be executed for a period of ten years for organizing the destination development and tourism promotion activities at Umaim, Jongsha and Sakal Aduma for the first five years on a VGF payment basis as mentioned below and the agency giving 4% gross revenue from the turnover of such activities to DoT for organizing the same. Thereafter it can be renewed on mutual terms and conditions at the discretion of the DoT. However, if the performance of the agency is not found satisfactory, DoT would be at liberty to rescind the agreement with 3-month prior notice.

4.0 CONTRACT VALUE

The VGF (Viability Gap Funding) of Rs /- (Rupees Only) GST extra as applicable, as quoted by the agency (valid for the first five years) and the agency giving 4% gross revenue from the turnover of activities to DoT for organizing the same for each accounting year.

VGF Amount

Year	1	–	35%	–/-
Year	2	–	25%	–/-
Year	3	–	15%	–/-
Year	4	–	15%	–/-
Year 5	– 10% –/-			

Revenue share – 4% of gross Revenue for accounting year to DoT

5.0 PAYMENT SCHEDULE

5.1 VGF Payment.

- Payment of VGF amount will be made to the agency for the first five years as per following schedule:

3.1. Instalment 1 – Annual Mobilisation & Readiness- Amount: 20% of Annual VGF

- Submission and approval of the Annual Action Plan, including:
 - Destination-wise programming calendar
 - Operational plan for accommodation, food & craft bazaars
 - Community engagement and experience modules
- Mobilisation of manpower, vendors, and logistics at all three destinations

3.2. Instalment 2 – Infrastructure Setup & Soft Launch- Amount: 30% of Annual VGF

- Completion of annual on-ground setup, including:
 - Luxury tented accommodation readiness
 - Food Bazaar and Craft Bazaar installation
 - Experiential zones and rural tourism modules
 - Adventure zone and kind play zone
- Commencement of soft operations / trial runs at all destinations

3.3. Instalment 3 – Iconic Tourism Activation & Operations-Amount: 25% of Annual VGF

- Successful execution of the main iconic tourism activation / festival cycle for the year
- Continuous operation of accommodation and experiential tourism services
- Visitor facilitation, safety, cleanliness, and quality assurance
(Higher weight reflects peak operational responsibility)

3.4. Instalment 4 – Reporting, Continuity & Compliance- Amount: 25% of Annual VGF

Submission of Annual Performance Report, covering:

- Footfall and visitor profiles
- Economic and community impact
- Media and visibility outcomes
- Submission of utilisation certificate and statutory compliance documents
- Confirmation of readiness for the subsequent year's operations

5.2 Escrow Amount

5.2.1 All amounts accrued in the Escrow Account shall be paid to the agency in the following manner:

The Licensee shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

- (a) all Revenues from the usage of tented accommodated, and its Associated Services; and
- (b) all payments by the Authority,

5.3 Payment will be made only for the activities for which work order was issued & activities completed satisfactorily.

5.4 If scope of work is altered with mutual consent, then payment shall be made in proportion of bid value.

5.5 Agency shall submit the detailed invoices every year of the work completed along with credit/debit notes in addition to supporting documents of such invoices.

5.6 **Revenue Share** amount ("**Revenue Share Amount**") for the Project shall be calculated on last date Feb month of each year, as **4% of Gross Revenue** from the Project in the immediately preceding Financial Year ("Concerned Financial Year"), based on the financial statements. The Gross Revenue as defined in the Draft License Agreement is also as stated below:

"**Gross Revenue**" for any Financial Year shall mean the total amount of Project revenue and receipts of every kind (from both cash and credit transactions computed prior to payment of any commission or service charge or fee thereon) derived by the Lessee/ or any agency appointed by the Lessee for operation and maintenance of the Project ("Operating Partner") from the operation of the Project Facilities / Project and its facilities, as certified by the statutory auditors of the Licensee, including but not limited to receipts from room occupancy charges, telephone, telefax and telex charges, laundry, sale of food, beverages, liquor, recreational amenities (outdoor pool, health club, spa, sauna, fitness facility etc.), outdoor catering, receipts from vending machines; parking, commercial or other spaces on account of rent and fee of every description and kind, and the recovery in respect of any other service or facility provided by the Lessee/ Operating Partner to the users / guests of the said Project, which are availed/ realized by the Licensee from outside party(ies) at a consideration but shall exclude and be arrived at after deducting the following:-

4. all statutory applicable indirect taxes such as luxury tax, sales tax, entertainment tax, expenditure tax, service tax, goods & services tax and the like by whatever name called now or in future, which the Lessee has agreed to pay or is bound to pay;
5. revenue on sale of assets of capital nature owned by the Lessee; and
6. interest income from investments made.

For the avoidance of doubt, Gross Revenue shall also include any amount received by any Affiliate/third party agency to whom the Lessee/ Operating Partner has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project, and any amount received by the Lessee/ Operating Partner from a third party to whom it has contracted any Associated Services, Hospitality Services and/or any other activity related to the Project;.

6.0 SECURITY DEPOSIT

6.1 Second Party deposited an amount of Rs. 7,00,00,000/- (Rs. Seven Crore only) as a security deposit in the form of Bank Guarantee No....., Dated Issued by Bank Ltd. Valid up to.... . (as listed out in Annexure '5')

6.2 The Performance security should remain valid for a period of 30 days beyond the completion of the period of contract i.e. (Month 2026 to month 2036). Upon such expiration, the Agency shall, within 30 (thirty) days thereof, replenish the Bank Guarantee to its original level or provide a fresh Bank Guarantee as the case may be, failing which the Authority shall have the right to terminate this Agreement with Immediate effect.

6.3 This security can be forfeited for non-performance or non-compliance or dishonor of any term or condition of the agreement.

7.0 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

Annexure	Document
1	RFP for Selection of Agency for destination development, operation & maintenance (O&M) with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya. Reference NIT No.:and SYSTEM NO - Dated along with Schedules and Annexures;
2	All the subsequently issued corrigendum/ addendum and Pre bid Response
3	Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Successful Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.
4	Letter of Intent (LOI) issued by DoT No-..... dated to the Successful Bidder.
5	Bank guarantee

8. All other terms and conditions of the RFP for Selection of Agency destination development, operation & maintenance (O&M) with provision of tented accommodation and tourism promotion activities at Umaim, Jongsha and Sakal Aduma in Meghalaya. Reference NIT NO..... and SYSTEM..... Dated will remain same.

9. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary contract shall be binding on both the parties and shall form the part of this contract.

10. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their duly authorized representative on the date first above written: