REQUEST FOR PROPOSAL (SECOND CALL)

FOR

SELECTION OF AN OPERATOR FOR OPERATION, MAINTENANCE AND MANAGEMENT OF HIMACHAL NIKETAN AT DWARKA, NEW DELHI

ISSUED BY:

The Chief General Manager,

Himachal Pradesh Infrastructure Development Board,

New Himrus Building, Himland, Circular Road, Shimla – 171001



October 2026

Contents

DISCLAIMER 1
GLOSSARY 3
BID DATA SHEET 4
NOTICE INVITING BIDS 5
1. INTRODUCTION 6
1.1 Background 6
1.2 Brief description of Bidding Process 12
1.3 Schedule of Bidding Process 14
2. INSTRUCTIONS TO BIDDERS 16
A. GENERAL 16
2.1 General terms of Bidding 16
2.2 Eligibility and Qualification requirements of Bidder 17
2.3 Change in composition of Consortium and ownership of SPV 25
2.4 Cost of Bidding 25
2.5 Site visit and verification of information 26
2.6 Verification & Disqualification 26
B. DOCUMENTS 27
2.7 Contents of the RFP 27
2.8 Clarifications 28
2.9 Amendment in the RFP 28
C. PREPARATION AND SUBMISSION OF BIDS 29
2.10 Language 29
2.11 Format and Signing of Bid 29
2.12 Submission and Uploading of Bids 29
2.13 Bid Due Date 31
2.14 Late Bids 31
2.15 Procedure for e-tendering 31
2.16 Preparation & Submission of Bids 32

2.17 Contents of the Bid 32
2.18 Modifications/ Substitution/ Withdrawal of Bids 32
2.19 Rejection of Bids 32
2.20 Validity of Bids 32
2.21 Confidentiality 33
2.22 Correspondence with the Bidder 33
D. BID SECURITY 33
2.23 Bid Security 33
3. EVALUATION OF BIDS 35
3.1 Opening and Evaluation of Technical Bids 35
3.2 Tests of responsiveness 36
3.3 Evaluation parameters 36
3.4 Technical Capacity for purposes of evaluation 36
3.5 Financial Capacity for purposes of evaluation 37
3.6 Opening and Evaluation of Financial Bids 37
3.7 Selection of Bidder 37
3.8 Contacts during Bid Evaluation 39
4. FRAUD AND CORRUPT PRACTICES 40
5. PRE-BID CONFERENCE 42
6. MISCELLANEOUS 43
APPENDICES 44
APPENDIX I 45
LETTER COMPRISING THE BID 45
APPENDIX II 57
Format for Power of Attorney for signing of Bid 57
APPENDIX III 59
Format for Power of Attorney for Lead Member of Consortium 59
APPENDIX IV 61
Format for Joint Bidding Agreement for Consortium 61
APPENDIX V 66

Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 66

APPENDIX VI 68

Bank Guarantee for Bid Security 68

ANNEXURE-A 71

SITE PLAN OF HIMACHAL NIKETAN 71

ANNEXURE-B 76

FOOD MENU FOR GUESTS AT AUTHORITY RESERVED ACCOMODATION HIMACHAL NIKETAN NEW DELHI 76

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 the Himachal Pradesh Infrastructure Development Board (the **"HPIDB"**) on behalf of Department of General Administration, Government of Himachal Pradesh (the **"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 HPIDB 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 making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the HPIDB/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 HPIDB/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 the Bidding Documents, 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 HPIDB/Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The HPIDB/Authority, its employees and advisors 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 for participation in the bid stage.

The HPIDB/Authority also accepts 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 Authority may in its absolute discretion, but without being under any obligation to do so through HPIDB, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the HPIDB/Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the HPIDB/Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason 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 HPIDB/Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the HPIDB/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.

GLOSSARY

Authority	As defined in Clause 1.1.1
Authority Reserved Accommodation	As defined in Clause 1.1.7
Authorized Signatory	As defined in Clause 2.1.5
Bid	As defined in Clause 1.2.1
Bid Parameter	As defined in Bid Data Sheet
Bid Security	As defined in Bid Data Sheet
Bid Due Date	As defined in Clause 1.1.22
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.22
Bidding Process	As defined in Clause 1.2.1
Bid Validity Period	As defined under Clause 1.2.3
Conflict of Interest	As defined in Clause 2.2.1 (e) & 2.2.1 (f)
Consortium	As defined in Clause 1.2.2
Damages	As defined in Clause 2.2.1 (e)
Financial Capacity	As defined in Clause 2.2.2 (B)
Financial Bid	As defined in Clause 1.2.1
Highest Bidder	As defined in Clause 1.2.7
Joint Bidding Agreement	As defined in Clause 2.2.5 (vi)
Lead Member	As defined in 2.2.5 (iii)
LOA or Letter of Award	As defined in Clause 3.7.5
Member	Member of a Consortium
Operator	As defined in Clause 1.1.11
OMM Contract	As defined in Clause 1.1.11
OMM Period	As defined in Clause 1.1.11
Project	As defined in Clause 1.1.4
Reserve Price	As defined under Clause 1.2.6
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.7.1
Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2 (A)
Tender Fee	As defined in Bid Data Sheet
Tie Bidders	As defined in Clause 3.7.2

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

BID DATA SHEET

1.	**Name of the Project**	Selection of Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi
2.	**Tender issued by**	Himachal Pradesh Infrastructure Development Board (HPIDB) on behalf of the Department of General Administration (GAD), Government of Himachal Pradesh
3.	**Procurement stages**	Single Stage two cover process
4.	**e-Procurement Portal**	http://hptenders.gov.in Replies to queries/ clarifications/ addendum/ corrigendum etc. shall be posted on the said portal
5.	**Tender Fee**	**INR 1,00,000/- (Indian Rupees One Lakh only)** + 18% GST shall be furnished through RTGS/ NEFT in favour of HPIDB as per bank account details given in this RFP. Tender Fee deposited in any other mode shall not be accepted.
6.	**Bid Security**	**INR 1,00,00,000/- (Indian Rupees One Crore only)** shall be furnished in favour of HPIDB by way of Demand Draft or RTGS/NEFT as per bank account details given in this RFP or by way of unconditional and irrevocable e-Bank Guarantee from a Nationalized or Scheduled Bank in India.
7.	**Bid Parameter**	Highest Annual Contract Fee offered to the Authority above the Reserve Price of INR 6,00,00,000 (Indian Rupees Six Crore only) per annum.
8.	**Upfront OMM Contract Amount**	One-time, non-refundable fixed fee of INR 10,00,00,000/- (Indian Rupees Ten Crore only), payable in two instalments as follows: (i) the first instalment of INR 5,00,00,000/- (Indian Rupees Five Crore only) on or before the execution of the Draft OMM Contract; and (ii) the balance second and final instalment of INR 5,00,00,000/- (Indian Rupees Five Crore only) within 7 (seven) days from the end of 3 (three) months from the date of execution of the Draft OMM Contract.
9.	**Site visit**	Bidders interested in visiting the Site are required to send an email request specifying the date and time (*any working day between 10.00 am to 5.00 pm*) of their visit to: Designation: Dy. RC-HP, New Delhi Email id: rescm-hp@nic.in
10.	**Pre-Bid Conference**	Pre-Bid Conference shall be held at: Venue: Office of Himachal Pradesh Infrastructure Development Board New Himrus Building, Himland, Circular Road, Shimla-171001. Date: 04, November, 2026 Time: 11:30 AM *Online link for Pre-Bid Conference: shall be shared separately with the Bidders.*

HIMACHAL PRADESH INFRASTRUCTURE DEVELOPMENT BOARD (HPIDB)

NOTICE INVITING BIDS

Dated: 27/October/ 2026

1. Himachal Pradesh Infrastructure Development Board (**"HPIDB"**), on behalf of the Department of General Administration, Government of Himachal Pradesh (the "**Authority"**) invites technical and financial bids from interested bidders for out-sourcing the Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi.

2. The RFP Document can be downloaded from the e-Procurement Portal http://hptenders.gov.in. The cost of RFP document is INR 1,00,000/- (Rupees One Lakh only) plus 18% GST which shall be paid through RTGS/ NEFT in favour of HPIDB as per bank account details given in the RFP.

3. The RFP document contain details about Scope of Work, Bidding Process, eligibility criteria and the draft format of the OMM Contract proposed to be executed by the Authority. Bid submitted in response to this RFP by the Bidder shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications.

4. Bid shall be submitted in accordance with the schedule set out in Clause 1.3 of the RFP. However, the Authority reserves the right to amend, revise, or extend such schedule at any time during the Bidding Process.

5. Bidders shall furnish a Bid Security of INR 1,00,00,000 (Rupees One Crore Only) in the manner specified in the RFP. Bids not accompanied by the required Bid Security shall be rejected outrightly being non-responsive.

6. A Pre-bid Conference shall be held on the date, time and place mentioned in the Bid Data Sheet. The interested Bidders are requested to attend the conference to seek any clarifications on the RFP's requirements and Project details.

7. Bidders are advised to regularly visit the e-Procurement Portal for any notices, corrigenda, or addenda that may be issued in relation to the Bidding Process or the Project. All such updates shall be deemed to form part of the RFP.

8. HPIDB reserves the right to accept or reject any or all bids, or to annul the Bidding Process at any time, without thereby incurring any liability to the bidders.

The Chief General Manager
Himachal Pradesh Infrastructure Development Board
New Himrus Building, Himland, Circular Road, Shimla-171001
Tel: 0177-2626696
E-mail: hpidb-hp@nic.in

1. INTRODUCTION

1.1 Background

1.1.1 The Department of General Administration, Government of Himachal Pradesh ("**GAD**" or the "**Authority**") is the owner of Himachal Niketan, a hospitality and accommodation facility situated at Dwarka, New Delhi. The Government of Himachal Pradesh ("**GoHP**") has developed a State Guest House known as "Himachal Niketan" as a modern hospitality and quality accommodation facility. The Himachal Niketan facility comprises guest rooms, dormitories, food and beverage facilities, banquet and meeting spaces, parking facilities and other ancillary amenities catering to the needs of official visitors from the State of Himachal Pradesh as well as members of the general public visiting the national capital territory of Delhi.

1.1.2 State Guest House (Himachal Pradesh) known as "Himachal Niketan" (hereinafter also referred to as the "**Property**") has been developed on a land parcel measuring approximately 1.6 acres falling under Plot No. 1 (3197.58 sqm) & Plot No. 2 (3197.58 sqm) in Sector-19, Pocket-1, Dwarka, New Delhi (the "**Plots**") with a total built-up area of approximately 2.1 lakh square feet. The Plots are held by the Government of Himachal Pradesh on a perpetual leasehold basis from the Delhi Development Authority under two separate Perpetual Lease Deeds dated 9th January 2024 & 16th December 2021 (together referred to as "**Lease Deeds**").

1.1.3 The Department of General Administration, Government of Himachal Pradesh intends to appoint a private sector operator with an objective to provide operation, maintenance and management services in respect of the State Guest House (Himachal Pradesh) known as "Himachal Niketan" in a financially viable manner, whereby the revenue stream generated by the Operator cross-subsidizes the provision of such services to the Government of Himachal Pradesh, while ensuring usage of the property for the purpose of the State Guest House (Himachal Pradesh). Site Plan of the Himachal Niketan is annexed with this RFP at **Annexure 'A'**.

1.1.4 For the aforesaid purpose, the Authority has entrusted the Himachal Pradesh Infrastructure Development Board (the "**HPIDB**") with the responsibility of conducting the bidding process on its behalf for ***"Selection of an Operator for Operation, Management and Maintenance of Himachal Niketan at Dwarka, New Delhi"*** (the "**OMM Services Project**" or simply the "**Project**" for the sake of brevity).

1.1.5 The intended operator shall only have the right to operate and manage the facility known as "Himachal Niketan" while the legal possession in respect of the property shall at all times remain vested with the Authority/ GoHP and the Operator shall confine its role to providing operation, maintenance and management services in respect of the property/ Himachal Niketan in accordance with the terms and conditions of this RFP and the OMM Contract, while ensuring strict compliance with the terms and conditions of the Lease Deeds. The Operator shall not do, or omit to do, any act or thing which would constitute a breach of, or entitle the lessor to re-enter upon or determine, the

Lease Deeds, and shall not claim, and shall not be entitled to, any right, title or interest in the Property, its role being confined to the provision of operation, maintenance and management services as a service provider to the Authority.

1.1.6 The developed facility comprises 2 (two) basement levels, 6 (six) upper floors and a terrace. The accommodation and ancillary facilities presently available at Himachal Niketan include 107 (one hundred and seven) guest rooms, dormitories, restaurant, banquet hall, office spaces and other supporting facilities, details whereof are set out below:

TABLE-I

Sr. No.	Accommodation	Nos
1	VVIP SUITES	2 NOS
2	ONE ROOM WITH ONE TOILET	77 NOS
4	TWO ROOMS WITH ONE TOILET	28 NOS
	TOTAL GUEST ROOMS	107 NOS
5	STUDENT DORMITORIES [H(8) F(4)]	2 NOS
6	DRIVERS DORMITORY	1 NOS
7	Sr. MANAGER ROOM	1 NOS
8	PSO ROOMS A/W REST AREA	3 NOS
9	OFFICE AREAS	6 NOS
10	RESTAURANT (80 CHAIRS)	1 NOS
11	BANQUET HALL (300 PERSONS)	1 NOS
12	WAITING LOUNGES	2 NOS
13	MULTI PURPOSE HALL (50 PERSONS EACH)	2 NOS
14	SOUVENIR SHOP	1 NOS
15	CAR PARKING SPACES	123 NOS
16	TWO-WHEELER PARKING SPACES	89 NOS

1.1.7 The engagement is intended to ensure that the property continues to serve its primary function as the State Guest House, in a financially viable manner, while subsidizing such services for Government of Himachal Pradesh. However, the Authority recognizes that the Operator is not a charitable organization and shall be providing the operation, maintenance and management services in respect of the State Guest House (Himachal Pradesh) against legitimate expectation of reasonable financial returns, which are essential for viability of operations. Accordingly, out of the total accommodation as specified in Table-I of Clause 1.1.6 above, the following accommodation as tabulated in Table-II below have been reserved exclusively for use by the Authority/ GoHP (collectively "**Authority Reserved Accommodation**"):

TABLE-II

Sr. No.	Authority Reserved Accommodation	Nos
1.	VVIP SUITS *(solely reserved for His Excellency Governor of the State of Himachal Pradesh and Hon'ble Chief Minister of the State of Himachal Pradesh)*	2 NOS
2.	ONE ROOM WITH ONE TOILET (chargeable basis)	15 NOS

Sr. No.	Authority Reserved Accommodation	Nos
3.	TWO ROOMS WITH ONE TOILET (chargeable basis)	15 NOS
4.	STUDENT DORMITORIES [H(8) F(4)] (chargeable basis)	2 NOS
5.	PSO ROOMS A/W REST AREA	3 NOS
6.	DRIVERS DORMITORY	1 NO.
7.	OFFICE AREAS	6 NOS
8.	CAR PARKING SPACES	37 NOS
9.	TWO-WHEELER PARKING SPACES	27 NOS

1.1.8 The guest rooms and dormitories falling under Authority Reserved Accommodation as specified in the table above shall remain exclusively reserved for the Authority and the Government of Himachal Pradesh officers, employees, guests, delegates or other persons as may be authorized by the Authority from time to time during the OMM Period. The reservation/ booking of these guest rooms shall be taken/ managed by the Authority itself through its online portal and intimation sent to the Operator. The Operator shall have no right to book or offer these rooms to anyone at any time during the OMM Period. However, the operation, maintenance, housekeeping, upkeep and management of Authority Reserved Accommodation shall remain the sole responsibility of the Operator.

1.1.9 Whenever the 30 chargeable rooms comprised in the Authority Reserved Accommodation (i.e. excluding the 2 VVIP Suites) get fully occupied on any particular day during the OMM Period then in respect of that particular day, the Authority shall be entitled to book the Rooms falling in Operator's quota at a 20% (twenty percent) discount on the lowest published tariff on the official website of the Operator in respect of that particular day. Provided however, the Operator shall not be required to discharge the aforesaid obligation, if the rooms falling in Operator's quota are already booked/ occupied in respect of that particular day.

1.1.10 Entry to Authority Reserved Accommodation and accommodation inventory available for public operation by the Operator shall to the extent reasonably practicable, be through separate designated entrances and shall be appropriately identified and distinguished through signages.

1.1.11 As a part of the Bidding Documents, HPIDB has provided a form of agreement proposed to be executed between the Authority and the Special Purpose Vehicle (SPV) to be incorporated by the Selected Bidder under the Companies Act, 2013 or LLP under the Limited Liability Partnership Act, 2008 (the "**Operator**") forming Volume II of the RFP (the "**Draft OMM Contract**"). The Draft OMM Contract sets forth the detailed terms and conditions for the grant of award of contract to the Operator, including the scope of the Operator's services and obligations. The period of OMM is 25 (twenty-five) years (the "**OMM Period**") commencing from the Effective Date (*as defined in the OMM Contract*) which is inclusive of a period of 3 (three) months for furnishing and making the State Guest House - Himachal Niketan fully operational in accordance with the terms of the Draft OMM Contract including Schedules thereto and Good Industry Practices, compliant with the Brand Standards (*as defined in the OMM*

Contract) equivalent to 4-star category hospitality guidelines issued by the Ministry of Tourism, Govt. of India.

1.1.12 Prior to expiry of the OMM Period due to efflux of time, the Authority may at its sole discretion consider to extend the OMM Period for a further period of 5 (five) years provided the performance of the Operator is good and it is not in default.

1.1.13 The broad scope of work of the Operator (to be taken up at its cost and as an operating expense) shall include, inter alia, the following (but not limited to):

(i) procure, install, commission, as necessary, all FF&E (Furniture, Fixtures and Equipment), OS&E (Operating Supplies and Equipment), kitchen and laundry equipment, guest room amenities, hospitality technology systems (including Property Management System (PMS), Point of Sale (POS), Revenue Management System (RMS) and related IT infrastructure), MEP systems, back-of-house equipment and all other assets required for the efficient, safe and professional operation & management of State Guest House - Himachal Niketan;

(ii) the Operator shall use new and premium quality materials for furniture, furnishings, fittings & fixtures, etc. conforming to the Brand Standards of the Operator;

(iii) obtain, maintain and renew, at its own cost, all permits, licences, approvals, consents, insurance policies and annual maintenance contracts required for the operation, maintenance and management of Himachal Niketan in accordance with Applicable Laws and the requirements of competent authorities;

(iv) implement appropriate sales, reservation and marketing strategies, and maximize occupancy, utilization and to manage State Guest House - "Himachal Niketan" in a financially viable manner while subsidizing such services for Government of Himachal Pradesh;

(v) provide, operate, manage and maintain all accommodation, hospitality, housekeeping, food and beverage, guest relations, concierge, security, facility management and other ancillary services, facilities and amenities necessary to ensure the safe, efficient and uninterrupted functioning of Himachal Niketan ensuring compliance with the provisions of the Draft OMM Contract, Good Industry Practices and Applicable Laws;

(vi) undertake all routine, preventive, periodic corrective repair and maintenance activities, including civil, electrical, mechanical, plumbing, HVAC, fire safety and allied works, necessary to ensure the safe, efficient and uninterrupted operation of Himachal Niketan and to ensure that Himachal Niketan consistently meets the prescribed operational, safety, aesthetic and quality standards;

(vii) establish appropriate systems for emergency response, first aid, and prompt medical assistance in cases of accidents and emergencies. However, during VVIP movements, the Operator shall support the Authority, GoHP, the local police and other competent Government/security agencies, comply with all applicable security protocols and directions, and ensure adherence to the security measures prescribed by them, including any takeover of security arrangements, if required;

(viii) not undertake any works that affect the structural integrity, external façade and construction works undertaken by the GoHP. In the event of any such damage caused, the Operator will be responsible to rectify and repair the same at its risk, cost and expense to the satisfaction of the Authority;

(ix) upon expiry or earlier termination of the OMM Contract, the Operator shall leave the Property in good operating condition, fair wear and tear excepted, in accordance with the provisions of the OMM Contract.

1.1.14 The Operator shall be entitled to charge, collect, retain and appropriate all revenues and receipts generated from the operation of Himachal Niketan, including revenues derived from guest accommodation, food and beverage services, banquet facilities, multi-purpose halls, parking facilities, advertising and promotional activities, souvenir shop operations and all other facilities, services and activities permitted, subject to the provisions of the Draft OMM Contract.

1.1.15 In respect of the Authority Reserved Accommodation, the applicable per day room charges inclusive of GST are as follows:

TABLE-III

Sr. No.	Authority Reserved Accommodation	Nos	Applicable Charges (per day)
1.	VVIP SUITS	2 NOS	Free of Cost
2.	ONE ROOM WITH ONE TOILET	15 NOS	INR 1200
3.	TWO ROOM WITH ONE TOILET	15 NOS	INR 2000
4.	STUDENT DORMITORIES [H(8) F(4)]	2 NOS	INR 500 per bed
5.	PSO ROOMS A/W REST AREA	3 NOS	Free of Cost
6.	DRIVERS DORMITORY	1 NO.	Free of Cost
7.	OFFICE AREAS	6 NOS	Free of Cost

The per day room charges given in Table-III above shall be subject to revision from time to time by the Authority and informed to the Operator in writing. Room rent realized in respect of the 30 chargeable rooms falling under the Authority Reserved Accommodation (excluding the 2 VVIP Suites and the dormitories) and student dormitories shall be collected and retained by the Operator as part of its operating revenues. The 2 VVIP Suites, driver dormitory, PSO rooms and office areas shall remain free of cost at all times and available exclusively for the Authority.

1.1.16 The menu and rates for Food & Beverage services to be provided to occupants of the Authority Reserved Accommodation shall be as specified in Annexure B and may be revised by the Authority from time to time upon written notice to the Operator. If any occupant wants to take Food & Beverage outside the prescribed menu by the Authority, the same shall be subject to payment of the rates applicable to other paying guests. Notwithstanding the foregoing, all revenues realized from the provision of such Food & Beverage services to occupants of Authority Reserved Accommodation shall accrue to and be retained by the Operator as part of its operating revenues.

1.1.17 Subject to the provisions of Clauses 1.1.15 and 1.1.16 above, the Operator shall have the right to determine, charge, collect and retain as part of its operating revenues, all tariffs, fees, charges and rates applicable to all accommodation inventory (other than the chargeable rooms under the Authority Reserved Accommodation and Menu set for occupants of the Authority Reserved Accommodation), restaurant operations, banquet facilities, multi-purpose halls, parking facilities, advertising spaces, retail outlets and ancillary services at Himachal Niketan, in accordance with the provisions of the Draft OMM Contract. All inflows and outflows of proceeds, revenue receipts and expenditure by the Operator (whether cash or credit) of any nature in relation to the operation of the Himachal Niketan shall be credited into a designated bank account to be opened by the Operator as an Escrow Account with any Nationalized Bank or Scheduled Commercial Bank in India acceptable to the Authority.

1.1.18 The Operator shall ensure that the name and branding of Himachal Niketan essentially includes the expression "Himachal Niketan" at all times in all promotional material, marketing material, branding material, official communications, official documents including licenses etc. pertaining to the property/ project.

Provided however, the Operator shall be free to prefix or suffix its own brand name or company name or alongside the expression "Himachal Niketan" or use the expression "Himachal Niketan" followed by the expression "Managed by XXX" wherein "XXX" would denote the brand name of the Operator.

1.1.19 In consideration of the rights, privileges, interest and opportunity granted by the Authority to the Operator in terms of the Bidding Documents to operate and manage the same and derive operating revenues therefrom during the OMM Period, the Operator shall pay to the Authority:

i. **Upfront OMM Contract Amount:** a one-time non-refundable fixed fee of INR 10,00,00,000/- (Indian Rupees Ten Crore only) payable in two instalments as follows: (i) the first instalment of INR 5,00,00,000/- (Indian Rupees Five Crore only) on or before the execution of the Draft OMM Contract; and (ii) the balance second and final instalment of INR 5,00,00,000/- (Indian Rupees Five Crore only) within 7 (seven) days from the end of 3 (three) months from the date of execution of the Draft OMM Contract;

ii. **Annual Contract Fee:** a fee of a fixed amount quoted by the Selected Bidder and accepted by HPIDB payable annually. The Annual Contract Fee shall

escalate at the rate of 3% (three percent) per annum over the Annual Contract Fee payable for the immediately preceding year. The Annual Contract Fee for each year shall be payable by the Operator in four equal quarterly instalments in arrears at the end of each payment quarter. The Operator shall pay the first instalment of the Annual Contract Fee on the earlier of the following:

- Within five (5) days following the completion of six (6) months from the Effective Date;

OR

- Within five (5) days following the end of the first quarter calculated from the Operations Date (as defined in the OMM Contract).

1.1.20 The Operator shall bear and pay any direct or indirect taxes as may be applicable on the above pay-outs whether payable by the Authority or the Operator. The applicable local levies, service charges, etc. shall be borne by the Operator. However, the Lease Rent to be paid to DDA by the GoHP shall be the sole responsibility of the Authority.

1.1.21 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Draft OMM Contract or the HPIDB's rights to amend, alter, change, supplement or clarify the scope of work of the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the HPIDB.

1.1.22 HPIDB shall receive Bids online on e-procurement portal i.e., http://hptenders.gov.in ("**e-Procurement Portal**") pursuant to this RFP in accordance with the term set forth in this RFP, to be set forth in Draft OMM Contract and other documents to be provided by the HPIDB pursuant to this RFP, as modified, altered, amended and clarified from time to time by the HPIDB (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

1.2.1 HPIDB has adopted a single-stage, two-part electronic bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Eligibility and qualification of the Bidder will be first examined based on the details submitted under the first part (the "**Technical Bid**") in accordance with the provisions of this RFP. The second part of the process involves opening the financial proposals (the "**Financial Bid**") of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. The Technical Bid and Financial Bid shall collectively be referred to as **Bid**.

1.2.2 Bids are invited by HPIDB from interested entities or a group of such entities ("**Consortium**") coming together to submit the Bid pursuant to this RFP (the **"Bidders"** which expression shall, unless repugnant to the context, include the members of the Consortium) for selection of a private player to whom the Project may be awarded through an open competitive bidding process in accordance with the procedure set out herein and who shall thereafter undertake the Project in accordance with the terms of this RFP including the OMM Contract to be executed with the Authority**.** Prior to the submission of the Bid, the Bidder have to mandatorily deposit non-refundable Tender Fee as mentioned in Bid Data Sheet by way of RTGS/ NEFT in favour of HPIDB in accordance with the bank account details specified in Clause 1.2.4 below. Tender Fee deposited in any other mode shall not be accepted. In case the Tender Fee is not deposited by the Bidder prior to submission of the Bid, the Bid of such Bidder will not be opened.

1.2.3 The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 of this RFP for submission of bids (the **"Bid Validity Period"**).

1.2.4 A Bidder is required to mandatorily deposit, along with its Bid, a Bid Security of an amount specified in Bid Data Sheet. The Bidder will have an option to provide Bid Security by way of (i) Demand Draft in favour of the "Himachal Pradesh Infrastructure Development Board"; or (ii) by way of unconditional and irrevocable e-Bank Guarantee in favour of HPIDB from a Nationalized or Scheduled Bank in India, as per the format specified in **Appendix-VI**; or (iii) by way of RTGS/ NEFT transfer to HPIDB's designated bank account specified below. If the Bid Security is provided in the form of e-Bank Guarantee, then the same shall be valid for a period not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bid Security may be extended as may be mutually agreed between the HPIDB and the Bidder from time to time. The Bid Security shall be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided Performance Security. Bid Security deposited elsewhere or in any other form, shall not be considered valid for participation in this RFP. The Bids shall be summarily rejected if it is not accompanied by the Bid Security.

Bank Account Details for RTGS/NEFT Transfer for Bid Security & Tender Fee:

Particulars	**Details**
Beneficiary Name	HPIDB
Bank Name	Punjab National Bank
Branch	The Mall, Shimla
Account Number	0427000106773890
IFSC Code	PUNB0042700

1.2.5 Bidder(s) are invited to examine the Project in greater detail and to carry out, at their cost, such studies and investigations as may be required for submitting their respective Bids for award of and implementation of the Project.

1.2.6 Bids are invited for the Project on the basis of highest Annual Contract Fee payable to the Authority by the Operator subject to minimum reserve price of INR 6 Crores (Indian Rupees Six Crores only) per annum (the "**Reserve Price**"). Bidders must quote the Annual Contract Fee above the Reserve Price. The highest Annual Contract Fee will be the sole criterion for Bid evaluation, and the Project will be awarded to the Highest Bidder.

1.2.7 In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest Annual Contract Fee above the Reserve Price as specified in Clause 1.2.6 above. The OMM Period and other terms are pre-determined, as indicated in the Draft OMM Contract, and the Annual Contract Fee shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.19, the Project will be awarded to the Highest Bidder.

1.2.8 Any queries or requests for additional information concerning this RFP or the Project shall be submitted in writing to the address of HPIDB given in Bid Data Sheet and by e-mail to hpidb-hp@nic.in addressed to the Chief General Manager, Himachal Pradesh Infrastructure Development Board. The email subject line and envelopes/ communication shall clearly bear the following identification/ title:

Queries/ Request for Additional Information: RFP for "Selection of Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi".

1.3 Schedule of Bidding Process

The HPIDB/Authority shall endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1.	Start Date of Downloading the RFP Document (Date of RFP)	27.10.2026
2.	Last Date of Receiving Pre-Bid Queries	03.11.2026 (05:00 PM)
3.	Pre-Bid Meeting	04.11.2026 (11:30 AM)
4.	HPIDB response to Pre-Bid queries latest by (Publishing of Corrigendum Date)	07.11.2026
5.	Last Date of Submission of Online Bid (Bid Due Date)	13.11.2026 (03:00 PM)
6.	Opening of Technical Bids on e-procurement Portal	13.11.2026 (03:30 PM)
7.	Opening of Financial Bids on e-procurement Portal	To be intimated subsequently.

8.	Issuance of Letter of Award (LOA) to the Selected Bidder	To be intimated subsequently.
9.	Validity of Bids	180 days of Bid Due Date
10.	Submission of Performance Security	Within 14 days of the LOA
11.	Signing of Draft OMM Contract	Within 35 days of date of LOA

Clarification:

The above schedule is tentative. HPIDB reserves the right to modify the said schedule of the Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such changes, if any, shall be uploaded at the e-Procurement Portal from time to time by way of issuance of a Corrigendum.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 No Bidder shall submit more than 1 (one) Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 Before submitting their Bids, the Bidders are encouraged and expected to undertake, at their own cost, independent due diligence, inspections, surveys, investigations, studies and such other detailed examinations of the Property, the constructed facility, applicable laws, market conditions, technical requirements and all other matters that may be necessary or relevant for the preparation and submission of their Bids.

2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft OMM Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft OMM Contract.

2.1.4 The Bid should be furnished in the format prescribed in this RFP. The Technical Bid shall be submitted as per Appendix I of this RFP and the Financial Bid shall be filled in the excel format available on the e-Procurement Portal indicating the amount in both figures and words, in Indian Rupees and shall be signed by the Bidder's Authorised Signatory. In the event of any difference between figures and words, the higher of the two amounts shall prevail and be binding.

2.1.5 The Bidder should submit a Power of Attorney as per the format at **Appendix-II**, authorising the signatory of the Bid to commit the Bidder (the "**Authorized Signatory**").

2.1.6 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at **Appendix-III**.

2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.

2.1.9 The Bidding Documents including this RFP and all attached documents, provided by HPIDB are and shall remain or become the property of HPIDB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply mutatis mutandis to Bids and all

other documents submitted by the Bidders, and HPIDB will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.10 This RFP is not transferable.

2.1.11 Any award of Contract pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.1.12 HPIDB reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.2 Eligibility and Qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

a) A Bidder may be either a Company incorporated under the Companies Act 1956/ 2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008. Bidders are required to submit proof of their statutory registration/ incorporation as per their respective governing statutes/ acts.

b) A Bidder may be a single entity or a group of 2 (two) entities (the "**Consortium**") coming together as partners/ members (the "**Members**") to implement the Project jointly as a Consortium. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a Member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.2 below.

c) Notwithstanding that the Bidder or any Consortium Member is incorporated or registered in India, where the Bidder, any Consortium Member, or any person having ownership, beneficial ownership or control over such Bidder or Consortium Member is covered by Rule 144(xi) of the General Financial Rules, 2017 and the orders, guidelines or clarifications issued thereunder by the Government of India from time to time, such Bidder shall be eligible to participate only upon compliance with the applicable registration and other requirements prescribed therein. The Bidders are advised to refer to the applicable procurement order(s) and guidelines available online on the portal of Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India.

d) With regard to the requirement set forth in para (c) above, a certificate/ undertaking shall be required to be submitted by the Bidder in the format prescribed at **Appendix-V.** In case of Consortium, this certificate to be given by both Members of the Consortium. It may be noted that in case the above

certification is found to be false, this would be a ground for immediate rejection of the Bid/termination and further legal action in accordance with law.

Validity of Registration:

In respect of RFP, registration as specified in this clause should be valid at the time of submission of bids and at the time of acceptance of bids.

e) 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. In the event of disqualification, the HPIDB/Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the HPIDB/Authority and not by way of penalty for, inter *alia*, the time, cost and effort of the HPIDB/Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the HPIDB/ Authority under the Bidding Documents and/or the OMM Contract or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder and any other Bidder 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 (or any shareholder thereof having a shareholding of more than 5% of the paid-up and subscribed share capital of such Bidder) in the other Bidder is less than 5% of the aggregate issued, 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 clause 2(72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.1(e), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(A) 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

(B) subject always to sub-clause (A) 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 subclause (B) 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 receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder has a relationship with another Bidder, 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 thereof has participated as a consultant to the HPIDB/Authority in the preparation of any documents, design or technical specifications of the Project; or

Explanation:

1. *In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.*

2. *In relation to any Bidder or Member that is an LLP, references to shares, equity share capital and shareholder shall be read, mutatis mutandis, as references to contribution, profit share and partners under the LLP Act, 2008.*

f) A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the HPIDB/Authority in relation to the Project is engaged by the Bidder or its Member, as the case may be, in any manner for matters related to or incidental to preparation or submission of Bids for the Project; or subsequent to the (i) issue of the LOA; or (ii) execution of the Draft OMM Contract. In the event any such adviser is engaged by the

Operator, as the case may be, after the issue of the LOA or execution of the Draft OMM Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Draft OMM Contract and without prejudice to any other right or remedy of the HPIDB/ Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the HPIDB/ Authority may have thereunder or otherwise, the LOA or the Draft OMM Contract, as the case may be, shall be liable to be terminated without the HPIDB/ Authority being liable in any manner whatsoever to the Operator for the same.

For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of operation of the Project.

2.2.2 To be eligible for Qualification under this RFP, a Bidder shall fulfil the following conditions of eligibility **(**the **"Minimum Eligibility Criteria"):**

A. Technical Capacity: For demonstrating technical capacity (the **"Technical Capacity"**), the Bidder shall, during the last five (5) years preceding the Bid Due Date, have itself operated at least one (1) accredited 3-star/ 4-star/ 5-star hotel or resort with minimum 100 keys in India and such hotel/ resort should have been in operations for at least one (1) year prior to Bid Due Date (the "Eligible Project").

Notes: *(a) In case of a Consortium, any Member can satisfy the aforesaid Technical Capacity requirement provided that such Member holds, and shall continue to hold, not less than 26% (twenty-six per cent) Equity Shareholding in the Consortium. In case, the eligible project experience is being claimed in respect of an Eligible Project operated by a Bidder/ Member as a part of a Consortium/ Joint Venture/ SPV, the Bidder/ Member must have itself operated such Eligible Project and its share in such Consortium/ Joint Venture/ SPV should be at least 26% throughout the period when the experience is being claimed.*

(b) The requirement of a minimum 100 keys hotel or resort shall be satisfied through a single qualifying hotel or resort project. Aggregation of keys from more than one hotel or resort shall not be permitted for the purpose of meeting the Technical Capacity requirement.

(c) For the purpose of demonstrating the Technical Capacity, the Bidder must have itself operated the Eligible Project during the period for which experience is claimed, whether (i) as the owner holding legal title thereto, or (ii) as the operator under a lease, licence, management contract, hotel operations agreement or any other contractual arrangement (where the Bidder/ Member was/ is itself operating the hotel/ resort). Mere ownership

of a hotel/ resort, without operation of the same by the Bidder itself, shall not be considered as qualifying Technical Capacity.

B. **Financial Capacity:** The Bidder shall have a minimum financial capacity (the **"Financial Capacity"**) of following:

i. minimum average annual Turnover of **INR 100 Crores** (Rupees One Hundred Crores only) during the last three financial years (i.e. FY 2023-2024; FY 2024-25; FY 2025-26) preceding the Bid Due Date; **and**

ii. minimum Net Worth of INR 40 Crores (Rupees Forty Crores only) as on the 31st March 2026, certified by the statutory auditor.

Note:

(a) *In case of a Consortium, any Member or combined Financial Capacity of those Members who shall have an equity share of at least 26% (twenty-six per cent) each in the SPV shall only be considered, for eligibility. Such Financial Capacity score of the Bidder Consortium shall be computed as a weighted average of the financial capacity of a Member and its proposed Equity Shareholding (%) in the SPV (refer clause 3.5.3 in this regard).*

(b) *Where the annual accounts for the latest financial year (2025-2026) are not yet audited as on the Bid Due Date, the Bidder shall submit a certificate from its statutory auditor/ a practicing Chartered Accountant certifying the relevant financial figures for the FY 2025-2026 on the basis of the Bidder's unaudited/ provisional accounts for that FY.*

(c) *The certificate shall state that (i) the Net Worth and Turnover so certified has been computed strictly in accordance with the definition of "Net Worth" and "Turnover" in Clause 2.2.3; and (b) the provisional/ unaudited financial statements furnished are true, correct and complete and fairly reflect the financial position of the Bidder as on 31 March 2026.*

2.2.3 For the purpose of fulfilling the conditions of eligibility under clause 2.2.2(B) of this RFP, the terms "**Net Worth**" and "**Turnover**" shall have the following meaning:

a. **"Net Worth"** shall mean following:

In case of a company: *the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and*

In case of any Limited Liability/Partnership:

the aggregate value of the partners' paid-up capital contributions and free reserves created out of profits, after deducting the aggregate value of accumulated losses, deferred expenditure, and intangible assets not written off, as per the latest audited balance sheet; it shall not include reserves created out

of revaluation of assets, write-back of depreciation, or amalgamation.

b. *"***Turnover***"* shall mean: *gross amount of revenue recognised in the profit and loss account from the sale, supply, or distribution of goods or on account of services rendered, or both, by an entity during a financial year.*

2.2.4 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

a) Certificate(s) from its statutory auditors[1] or the concerned client(s), certifying the technical experience being claimed by the Bidder specifying the particulars of the Eligible Project, number of keys and period of operation of 1 year (of at least 100 keys or more), and confirming that the Eligible Project was operated by the Bidder/ Member itself during the period for which experience is claimed. The Bidder shall additionally furnish a copy of the valid hotel or resort classification certificate issued by the Ministry of Tourism, Government of India (or any equivalent authority), evidencing the applicable 3-star, 4-star or 5-star classification; and

b) certificate(s) from statutory auditor of the Bidder certifying the average annual Turnover and Net Worth of the Bidder in accordance with Clause 2.2.2(B), and confirming that the methodology adopted for computation of such Net Worth and Turnover are consistent with the provisions of Clause 2.2.3.

2.2.5 Where the Bidder is a single entity, it shall be required to form an appropriate SPV to execute the Draft OMM Contract and for the implementation of the Project. In case the Bidder is a Consortium, it shall in addition to forming a SPV, comply with the following requirements:

(i) Number of members in a Consortium shall not exceed 2 (two);

(ii) Subject to the provisions of Sub-Clause 2.2.5 (i) above, the Bid should contain the information required for each member of the Consortium;

(iii) Members of the Consortium shall nominate one member as the lead member (the **"Lead Member"**), who shall have an Equity Shareholding of at least 51% (fifty-one per cent) in the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium. The other member (the "**Other Member**") of the Consortium shall have a minimum Equity Shareholding of at-least 26% (twenty six percent) in the SPV;

[1] In case where Statutory Auditor is not mandatory for the Bidder, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

(iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and operations, management and maintenance obligations;

(v) An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Bid;

(vi) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "**Jt. Bidding Agreement**"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

(a) convey the intent to enter into the Jt. Bidding Agreement and subsequently perform all the obligations of the Operator in terms of the Agreement, in case the Project is awarded to the Consortium;

(b) clearly outline the proposed roles and responsibilities, if any, of each member;

(c) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project in accordance with the Draft OMM Contract and the statement to this effect shall also be included in the Jt. Bidding Agreement and the Draft OMM Contract;

(d) commit that the Lead Member of the Consortium shall have an Equity Shareholding of at least 51% (fifty-one per cent) in the SPV and the Other Member shall have at least 26% (twenty six per cent) or more Equity Shareholding in the SPV (with both of them together holding 100% until the 5th (fifth) anniversary of the Operations Date of the Project); and

(e) both members of the Consortium undertake that they shall contribute or collectively hold 100% (hundred per cent) Equity Shareholding in the incorporated SPV at all times until the 5th (fifth) anniversary of the Operations Date of the Project, while maintaining the shareholding requirements specified in sub-clause (d) above, and 51% (fifty one percent) thereafter for the balance OMM Period with the Lead Member holding at least 26% of Equity Shareholding.

(vii) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

Explanation:

1. The expression ***"Equity Shareholding"*** as used in this RFP *means, in relation to a Member's interest in the SPV:*

a) where the SPV is a company, the paid-up equity share capital of the SPV carrying voting rights held by such Member; and

b) where the SPV is a limited liability partnership under the Limited Liability Partnership Act, 2008, the capital contribution of such Member in the SPV, together with its corresponding entitlement to a share in the profits of, and its voting and management rights in, the SPV under its LLP agreement;

*and (i) any reference to a specified percentage of Equity Shareholding (or of equity shares held) shall be construed as that percentage of **each** of the components applicable under (a) or (b), as the case may be; and (ii) the expressions "**equity share**", "**equity stake**", "**shareholding**", "**share**" and cognate expressions, wherever used in relation to the SPV, a Bidder or a Member, shall be construed accordingly.*

2. *In case of an SPV incorporated by the Selected Bidder being an LLP, no transfer or assignment of a Member's contribution or profit share, no admission of a new partner, and no reduction in a Member's contribution, profit share or voting rights, until the 5th anniversary of the Operations Date.*

2.2.6 The Bidder, including any Consortium Members should neither be a non-performing party on the date of opening of tender nor on the date of issue of Letter of Award (LOA). Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit Bid, either individually or as Member of a Consortium.

In case, any Bidder or Member is debarred/ declared non-performer after the Bidder submits the Bid, the Bid of such Bidder shall be rejected. Bid Security submitted by such debarred/ declared non-performer Bidder shall be returned to them. Debarment/ declaration as non-performer of a particular firm shall automatically extend to its allied firms.

2.2.7 A Bidder including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Consortium Member as the case may be nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Consortium Member.

2.2.8 The following conditions shall be adhered to while submitting Bid:

i. information supplied by Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder or Member named in the Bid and not, unless specifically requested, to other associated companies or firms.

ii. in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.3 below; and

iii. in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.9 Subject to Clause 2.2.1 (c), the following provisions shall apply:

i. Where, on the date of the Bid, not less than 25% (Twenty-Five percent) of the aggregate issued, subscribed and paid-up equity share capital in Bidder, or its Member is held by persons resident outside India or where Bidder or its Member is controlled by persons resident outside India; or

ii. If at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (Twenty Five percent) of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the Qualification of such Bidder or in the event described in sub clause (ii) above, the continued qualification of the Bidder shall be subject to approval of HPIDB from national security and public interest perspective. The decision of HPIDB in this behalf shall be final and conclusive and binding on the Bidder.

2.2.10 The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, HPIDB shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (as amended from time to time), or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform HPIDB, not beyond 7 (seven) days, of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3 Change in composition of Consortium and ownership of SPV

No change in the composition of the Consortium is allowed subsequent to the submission of the Bid or during the Bidding Process. Any lock-in requirements or change in the shareholding pattern or ownership of the Consortium/ SPV shall be in accordance the terms of this RFP and the OMM Contract.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. HPIDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Property and ascertaining for themselves the site conditions, location, surroundings, the condition of existing Himachal Niketan, Dwarka availability of power/ power backup, water and other utilities available, applicable laws and regulations, extent of any furnishing works required to be undertaken, and any other matter considered relevant by them. The costs of visiting the site, and undertaking any further studies and investigations shall be at Bidder's own expense. The Bidder or any of his personnel or agents will be granted permission to enter upon the Property for the purpose of such inspection.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

a) made a complete and careful examination of the Bidding Documents.

b) received all relevant information requested from the HPIDB;

c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the HPIDB relating to any of the matters referred to in Clause 2.5.1 above.

d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of the information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, an extension of time for performance of its obligations, loss of profits, etc. from the HPIDB/ Authority, or a ground for termination of the OMM Contract by the Operator.

f) acknowledged that it does not have a Conflict of Interest; and

g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 HPIDB shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by HPIDB.

2.6 Verification & Disqualification

2.6.1 HPIDB reserves the right to verify all statements, information and documents submitted by the Bidder in response to, the RFP or the Bidding Documents and the Bidder shall, when so required by the HPIDB, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the HPIDB, shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the HPIDB thereunder.

2.6.2 Any misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then HPIDB reserves the right to take any such measure as may be deemed fit in the sole discretion of HPIDB, including forfeiture of Bid Security and annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the OMM Contract or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the OMM Contract, and if the Selected Bidder has already been issued the LOA or has entered into the OMM Contract, 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 HPIDB/Authority to the Operator as the case may be, without HPIDB/Authority being liable in any manner whatsoever to the Operator. In such an event, HPIDB/Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to HPIDB/Authority under the Bidding Documents and/ or the OMM Contract, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

I. Letter comprising the Bid along with annexes
II. Power of Attorney for signing of Bid
III. Power of Attorney for Lead Member of Consortium
IV. Joint Bidding Agreement for Consortium
V. Compliance with Restrictions under Rule 144 (xi) of the General Financial

Rules (GFRs)

VI. Format of e-Bank Guarantee towards Bid Security

Annexures

A. Site Plan of Himachal Niketan

B. Food Menu for guests of Himachal Pradesh

2.7.2 The Draft OMM Contract provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify HPIDB in writing or by e-mail in accordance with Clause 1.2.8. They should send in their queries before the date mentioned in the Schedule of Bidding Process as specified in Clause 1.3. HPIDB shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded on the e-Procurement Portal without identifying the source of queries.

2.8.2 HPIDB shall endeavour to respond to the queries raised, or clarifications sought by the Bidders. However, HPIDB 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 HPIDB to respond to any question or to provide any clarification.

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

2.9 Amendment in the RFP

2.9.1 At any time prior to the Bid Due Date, HPIDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Corrigenda and/or Addenda.

2.9.2 Any Addendum/Corrigendum thus issued will be published on e-Procurement Portal i.e. http://hptenders.gov.in only. Therefore, the Bidders are advised to keep checking the above-stated website for any such Addendum/ Corrigendum.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, HPIDB may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Language

The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bids may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

2.11 Format and Signing of Bid

2.11.1 The Bidder shall provide all the information sought under this RFP. HPIDB will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/ or non-responsive Bids shall be liable for rejection.

2.11.2 The Bid and its copy shall be typed and signed by the Authorised Signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The documents comprising the Bid shall be serially page numbered.

2.11.3 The information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder or Member named in the Bid and not, unless specifically requested, to other associated companies or firms.

2.12 Submission and Uploading of Bids

2.12.1 The Bidder shall submit the Technical Bid & Financial Bid online through the e-Procurement Portal http://hptenders.gov.in. Any bid submitted in only physical form shall be summarily rejected by HPIDB. For the purpose of submission of the Bid online, a Bidder shall first register itself on the e-Procurement Portal.

2.12.2 Each Bid shall have to be prepared and submitted in accordance with provisions of this RFP comprising two (2) submissions - Submission 1: Technical Bid; and Submission 2: Financial Bid.

2.12.3 The following documents for each submission as per Clause 2.12.2, should be uploaded by the Bidders in the form of PDF files in the same order as mentioned below, on the e-Procurement Portal

2.12.4 Submission 1: **Technical Bid**

(i) Bid in the prescribed format (Appendix-I Letter comprising the Technical Bid) along with Annexes and supporting certificates/documents;

(ii) Technical Capacity in the format as per Appendix-I Annexure II;

(iii) Financial Capacity in the format as per Appendix-I Annexure III;

(iv) Documentary proof of payment of Tender Fee and the Bid Security in the manner specified in this RFP;

(v) Power of Attorney for signing the Bid as per the format at Appendix-II;

(vi) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;

(vii) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-IV;

(viii) Copy of incorporation/registration documents and Charter documents of the Bidder.

(ix) Copy of Bidder's/ Members duly audited annual reports, balance sheets and profit and loss statement for FY 2023-2024; FY 2024-25; FY 2025-26. In case the annual accounts for the latest financial year (2025-2026) are not yet audited as on the Bid Due Date, the Bidder shall submit a certificate from its statutory auditor/ a practicing Chartered Accountant (as per format provided in Annex-III of Appendix-I) certifying the relevant financial figures for the FY 2025-2026 on the basis of the Bidder's unaudited/ provisional accounts for that FY and in such case, the Bidder shall furnish audited annual reports, balance sheets and profit and loss statement for the 3 (three) financial years previous to FY 2025-2026;

(x) Certificate/ Undertaking regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-V shall be submitted by the Bidder with the RFP Bid duly signed by authorised signatory and shall be part of the OMM Contract.

(xi) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").

(xii) GST Registration Certificate (which is valid beyond Bid Due Date);

(xiii) any other information/ documents that may be specified in this RFP.

2.12.5 Submission 2: **Financial Bid**

a) The Financial Bid shall be submitted in the format specified on the e-Procurement Portal. Financial Bid should not be submitted in hard copy or in any other format other than the format specified for online submission in any case. Any information about the Financial Bid found in the Technical Bid submissions, shall lead to disqualification of the Bid of such Bidder and forfeiture of Bid Security.

2.12.6 In case the Bid Security is furnished through a Demand Draft or unconditional & irrevocable e-Bank Guarantee, the Bidder shall upload a scanned copy of the Demand

Draft or e-Bank Guarantee along with the Technical Bid on the e-Procurement Portal. The original Demand Draft or e-Bank Guarantee shall be submitted to the HPIDB at its address specified in Bid Data Sheet in a sealed envelope, clearly superscribed with the name of the Project and the Bidder, so as to reach the HPIDB on or before the Bid Due Date and time specified in the Bid Data Sheet. Failure to submit the original Demand Draft or e-Bank Guarantee within the stipulated time shall render the Bid liable to rejection. Where the Bid Security is furnished by way of online transfer of funds through RTGS/ NEFT, the Bidder shall upload the scanned copy of UTR no. of such transaction into HPIDB's Bank Account as specified in this RFP.

2.13 Bid Due Date

2.13.1 No later than the time and date specified as the Bid Due Date, the Bidder shall submit its Bid on the e-Procurement Portal. For this purpose, registration of the Bidder on the e-Procurement Portal is mandatory. Further, details with regard to the submission of bids on the e-Procurement Portal is provided in Clause 2.15.

2.13.2 HPIDB may, in its sole discretion, extend the Bid Due Date by issuing an Addendum/Corrigendum in accordance with Clause 2.9 of this RFP uniformly for all Bidders.

2.13.3 Bids shall be submitted online only on the e-Procurement Portal specified in the RFP document.

2.14 Late Bids

2.14.1 E-procurement portal http://hptenders.gov.in shall not allow submission of any Bid after the Bid Due Date.

2.15 Procedure for e-tendering

2.15.1 The complete Bidding Documents can be viewed/ downloaded by the Bidder from e-Procurement Portal **Error! Hyperlink reference not valid.** during the time period as specified in Clause 1.3 (Schedule of Bidding Process). Bidders shall submit their Bids electronically through the e-Procurement Portal designated by HPIDB for the Project.

2.15.2 It shall be the responsibility of each Bidder to ensure that it possesses all registrations, authorisations, digital signatures, user credentials and other requirements necessary for submission of the Bid through the e-Procurement Portal in accordance with the applicable procedures and guidelines prescribed therein.

2.15.3 Detailed instructions relating to registration, use of digital signatures, preparation and submission of Bids, and operation of the e-Procurement Portal shall be as specified on the Portal and in the user manuals, guidelines and instructions made available thereon.

2.16 Preparation & Submission of Bids

2.16.1 The Bidder shall prepare one original set of the Bid which shall be signed on each page by the Authorized Signatory of the Bidder. The duly signed Bid shall then be submitted online as soft copy, following the instructions appearing on the screen. More information for submitting online bids on the e- Tender Portal may be obtained under the sections "*Guidelines for Hassle Free Bid Submission*" and "*Bidders Manual Kit*".

2.16.2 The Bidders are advised to upload their Bid on the e-Procurement Portal well before last date and time to avoid last minute technical glitch or rush for which HPIDB or the agency managing the Portal shall not be responsible.

2.17 Contents of the Bid

The Bids shall be furnished in the format at Appendix-I (along with requisite Annexures and supporting documents) and the Financial Bid shall be quoted by the Bidder on the e-Procurement Portal.

2.18 Modifications/ Substitution/ Withdrawal of Bids

2.18.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.18.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by HPIDB, shall be disregarded.

2.19 Rejection of Bids

2.19.1 Notwithstanding anything contained in this RFP, HPIDB reserves the right to reject any Bid and/or 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 thereof. In the event that HPIDB rejects or annuls all the Bids, it may, in its discretion, invite all Bidders to submit fresh Bids hereunder.

2.19.2 HPIDB reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.20 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and HPIDB; the validity of e-Bank Guarantee for Bid Security, if required, shall also be extended by the Bidder accordingly.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising HPIDB in relation to, or matters arising out of, or concerning the Bidding Process. HPIDB will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. HPIDB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or HPIDB or as may be required by law or in connection with any legal process.

2.22 Correspondence with the Bidder

Save and except as provided in this RFP, HPIDB shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.23 Bid Security

2.23.1 The Bidder shall as part of its Bid mandatorily furnish the Bid Security in the amount specified in the Bid Data Sheet through any of the means specified in Clause 1.2.4. further, the Bidder shall ensure compliance with the requirement given in Clause 2.12.6.

2.23.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by HPIDB as non-responsive.

2.23.3 Save and except as provided in Clauses 1.2.4, the Bid Security of unsuccessful Bidders will be returned by HPIDB, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by HPIDB, and in any case within 180 (one hundred and eighty) days from the Bid Due Date.

2.23.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Operator furnishing the Performance Security in accordance with the provisions thereof.

2.23.5 HPIDB shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.23.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that HPIDB will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.23.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the HPIDB/Authority under the Bidding Documents and/or under the OMM Contract, or otherwise, under the following conditions:

a) If a Bidder submits a non-responsive Bid;

b) If a Bidder makes any misrepresentation, engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP.

c) If a Bidder withdraws its Bid after the Bid Due Date during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and HPIDB.

d) In the case of Selected Bidder, if it fails within the specified time limit –

   i) to sign and return the duplicate copy of LOA.

   ii) to furnish the Performance Security within the period specified from the date of issuance of LOA.

   iii) to pay the first instalment of Upfront OMM Contract Amount and/ or sign the OMM Contract.

e) Any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.

f) If a Bidder or its Member is found to have Conflict of Interest as defined in Clause 2.2.1 (e) & 2.2.1(f) of this RFP Document.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Technical Bids

3.1.1 HPIDB shall open the Technical Bids received online on the date & time as specified in Clause 1.3 (Schedule of Bidding Process) and in the presence of the Bidders who choose to attend either physically or a link for an online meeting could be shared by HPIDB.

3.1.2 HPIDB will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate the evaluation of Bids, HPIDB may, at its sole direction, seek clarification in writing from any Bidder regarding its Bid within a prescribed time limit. Such clarification shall be provided within the time specified by HPIDB for the purpose. Any request for clarification(s) and all clarification (s) in response thereto shall be in writing.

3.1.4 Bidders are advised that the qualification of Bids will be entirely at the discretion of HPIDB. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.1.5 Any information contained in the Bid submitted shall not in any way be construed as binding on HPIDB, its consultants, agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.1.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, HPIDB may, in its sole discretion, exclude the relevant information from consideration of eligibility and qualification of the Bidder.

3.1.7 If the Bidder does not provide clarifications sought under clause 3.1.3 within the prescribed time limit, HPIDB may, in its sole discretion, either reject the bid or evaluate the bid by construing the particulars requiring clarification to the best of its understanding and barring the Bidder from subsequently questioning such interpretation of HPIDB.

3.1.8 In the event that a Bidder claims experience of operation of an Eligible Project for the purpose of meeting Technical Capacity in terms of Clause 2.2.2(A), and such claim is determined or found by HPIDB as incorrect or erroneous, the HPIDB shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to a material misrepresentation, the HPIDB reserves the right to reject the Bid in accordance with the provisions of Clauses 2.6.2 and 2.6.3, forfeit the Bid Security and also debar the Bidder from future tenders of HPIDB.

3.2 Tests of responsiveness

3.2.1 Prior to the evaluation of Bids, HPIDB shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if it:

a) Is received online as per the format given in the RFP including Appendix-I Annexure I to III;

b) Is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.3;

c) Is accompanied by the proof of payment of Tender Fee and Bid Security as per the terms of RFP. Where the Bid Security is furnished by way of Demand Draft or e-Bank Guarantee, the original Demand Draft or e-Bank Guarantee shall also be submitted to HPIDB as specified in Clause 2.12.6 of this RFP;

d) Is accompanied by the Power of Attorney as specified in Clauses 2.1.5 above;

e) Is accompanied by Power of Attorney for Lead Member of Consortium as specified in Clauses 2.1.6 above and the Joint Bidding Agreement as specified in Clause 2.2.5 above, if so required;

f) Contains all the information (complete in all respects) as requested in this RFP;

g) Does not contain any condition or qualification;

h) It is not non-responsive in terms hereof.

3.2.2 HPIDB reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HPIDB in respect of such Bid.

3.3 Evaluation parameters

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids which do not meet these criteria shall be summarily rejected.

3.3.2 A Bidder's competence and capability is proposed to be established by following conditions as specified:

a) Technical Capacity; and
b) Financial Capacity

3.4 Technical Capacity for purposes of evaluation

3.4.1 The Bidders should furnish the details as required in Clause 2.2.2 (A) before the Bid Due Date.

3.4.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.4.3 The Bidders should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-I.

3.5 Financial Capacity for purposes of evaluation

3.5.1 The Bids must be accompanied by the audited annual reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the Bid Due Date. However, in case the annual accounts for the latest financial year (i.e. FY 2025-2026) are not yet audited as on the Bid Due Date, the Bidder may submit a certificate from its statutory auditor/ a practicing Chartered Accountant certifying the relevant financial figures on the basis of the Bidder's unaudited/provisional accounts for that year and in such case, the Bidder shall furnish audited annual reports for the 3 (three) financial years previous to the FY 2025-2026.

3.5.2 The Bidder must establish minimum Net Worth and Turnover specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I. Provided further, the Financial Capacity score of the Consortium shall be computed as a weighted average of the financial capacity of a Member and its proposed equity stake (%) in the SPV.

Illustration:

For illustration and avoidance of any doubts, the following method is placed in clarification:

If Company A (Net-Worth: Rs 100 crores) & Company B (Net-Worth: Rs 50 crores) in a Consortium with shareholding of A as 60% and B as 40% then the Weighted Financial Score of the Consortium shall be:

For Weighted Financial Score

100 X 60% + 50 X 40% = 80 Crores

Note: Similar formula shall be adopted for assessing the Turnover of the Consortium.

3.6 Opening and Evaluation of Financial Bids

3.6.1 HPIDB shall inform the date and time of the online opening of the Financial Bids to the technically qualified Bidders through the e-Procurement Portal. Financial Bids of technically qualified Bidders shall be opened online on the e- Procurement Portal in the presence of the technically qualified bidders who choose to attend either physically or a link for an online meeting could be shared by HPIDB. HPIDB shall publicly announce the value of the Bid Parameter quoted by each of the technically qualified bidders. HPIDB shall prepare a record of the opening of Financial Bids.

3.7 Selection of Bidder

3.7.1 Subject to the provisions of Clause 2.19 above, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 above and who has quoted the highest Annual Contract Fee above the reserve price of INR 6 Crore (Rupees Six Crores only), per annum payable to the Authority shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). In the event that HPIDB rejects or annuls all the Bids, it may, in

its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.7.2 In the event that, two or more technically qualified Bidders quote the same amount of Annual Contract Fee (the "**Tie Bids**"), the Authority shall invite the tied bidders to submit their best and final offer of the Financial Bid in the manner prescribed by the Authority and the Bidder offering the highest amount of Annual Contract Fee for the Project shall be adjudged as the Selected Bidder.

3.7.3 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the HPIDB may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.

3.7.4 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Sub-Clause 3.7.3 above, HPIDB may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration, which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.7.5 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by HPIDB to the Selected Bidder and the Selected Bidder shall, within 3(three)days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder, in acknowledgement is not received by the stipulated date, HPIDB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of the failure of the Selected Bidder to acknowledge the LOA and the next eligible Bidder may be considered.

3.7.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Selected Bidder must satisfy the following conditions:

(i) Submit the Performance Security to the Authority in accordance with Clause 3.7.8 within 14 (fourteen) days from the date of issuance of the LOA; and

(ii) it shall incorporate and get itself registered as a company under the Companies Act, 2013 or a limited liability partnership under the Limited Liability

Partnership Act, 2008, to act as the Operator who shall sign the OMM Contract with the Authority.

3.7.7 The Authority shall not execute the OMM Contract until the above-mentioned conditions are satisfied and the payment of the first instalment of the Upfront OMM Contract Amount, being INR 5,00,00,000/- (Indian Rupees Five Crore only), in terms of this RFP has been received by the Authority. The Operator shall not be entitled to seek any deviation, modification or amendment in the OMM Contract.

3.7.8 The Performance Security shall be in an amount equal to 100% (one hundred percent) of the Annual Contract Fee quoted by the Selected Bidder in its Financial Bid. Such Performance Security shall be furnished in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalized Bank or a Scheduled Commercial Bank in favour of the Authority, for the due and faithful performance of the obligations of the Operator under the OMM Contract, in the format prescribed therein.

3.8 Contacts during Bid Evaluation

3.8.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time HPIDB makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, HPIDB and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the OMM Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the OMM Contract, HPIDB may reject a Bid and withdraw the LOA, or Authority terminate the OMM Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, if HPIDB/Authority determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, HPIDB/Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to HPIDB/Authority under the Bidding Documents and/ or the OMM Contract, or otherwise.

4.2 Without prejudice to the rights of HPIDB/Authority under Clause 4.1 hereinabove and the rights and remedies which HPIDB/Authority may have under the LOA or the OMM Contract, or otherwise if a Bidder or Operator, as the case may be, is found by HPIDB/Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the OMM Contract, such Bidder, at the sole and absolute discretion of HPIDB/ Authority, shall not be eligible to participate in any tender or RFP issued by the of HPIDB/Authority during a period of 2 (two) years from the date such Bidder, or Operator, as the case may be, is found by HPIDB/Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "**corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of HPIDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the OMM Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of HPIDB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(f) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the OMM Contract, as the case may be, any person in respect of any matter

relating to the Project or the LOA or the OMM Contract, who at any time has been or is a legal, financial or technical adviser of HPIDB in relation to any matter concerning the Project;

b) "**Fraudulent Practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

c) "**Coercive Practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.

d) "**Undesirable Practice**" means (i) establishing contact with any person connected with or employed or engaged by HPIDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

5.1 The Pre-Bid Conference shall be convened on the date, at the time, and at the venue specified in the Bid Data Sheet. The Pre-Bid Conference shall also be conducted in online mode through the link provided in the Bid Data Sheet. A maximum of two representatives of prospective Bidders shall be allowed to participate on production, of authority letter from the Bidder.

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

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Shimla, Himachal Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 HPIDB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.

b) consult with any Bidder in order to receive clarification or further information.

c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information or documents, as deemed fit by HPIDB at its sole discretion.

d) retain any information and/ or evidence submitted to HPIDB and/ or the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases HPIDB and Authority, their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The OMM Contract and RFP shall be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between then the priority shall be in the following order:

a) OMM Contract;

b) Corrigendum/addendum;

c) The RFP

i.e., the OMM Contract at (a) above shall prevail over the Corrigendum/addendum at (b) above, and the Corrigendum/addendum at (b) shall prevail over the RFP at (c).

APPENDICES

APPENDIX I
LETTER COMPRISING THE BID
(on the letterhead of the Bidder)

To
The Chief General Manager
Himachal Pradesh Infrastructure Development Board (HPIDB)
New Himrus Building, Himland, Circular Road, Shimla-171001

Sub: Bid for Selection of Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi ("Project")

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 for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that HPIDB will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided therein in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as an Operator for the operation, maintenance and management of the aforesaid Project.

4. I/ We shall make available to HPIDB any additional information it may find necessary or require supplementing or authenticate the Bid.

5. I/ We acknowledge the right of HPIDB to reject our Bid without assigning any reason 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 the Consortium Members 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 or 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/Corrigendum issued by HPIDB;

   (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(e) and 2.2.1(f) of the RFP document;

   (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 Clause 4.1 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with HPIDB/Authority or any other public sector enterprise or any government, Central or State;

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, 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;

(e) the undertakings given by us along with the Bid in response to the RFP for the Project were true and correct as on the date of making the Bid 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 HPIDB may cancel the Bidding Process at any time and that HPIDB is neither bound to accept any Bid that HPIDB may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.19 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium are not a member of a/ any other Consortium submitting a Bid for this Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium 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.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation[2] by a regulatory authority is pending either against us/ any Member of the Consortium or against our CEO or any of our directors/ managers/ employees.

14. I/We further certify that we/ any Member of the Consortium are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any

[2] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule .....hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. HPIDB will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.".

project, and no bar subsists as on the date of Bid.

15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate HPIDB of the same immediately.

16. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

17. I/We acknowledge and undertake that the applicable lock-in requirements relating to Equity Shareholding/ capital contribution, shall be complied with and maintained throughout the OMM Period in accordance with the provisions of the Draft OMM Contract.

18. 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 HPIDB in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

19. I/We understand that if I/ We are declared as the Selected Bidder, I / we shall incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 or a limited liability partnership under the Limited Liability Partnership Act, 2008, prior to execution of the OMM Contract with equity share capital as per the provisions of the RFP and the OMM Contract. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set-forth in the OMM Contract, we shall have no claim, right or title arising out of any documents or information provided to us by HPIDB or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

21. I/We offer a Bid Security to HPIDB by way of {RTGS/ NEFT/ Demand Draft/ e-Bank Guarantee}[3] in accordance with the RFP Document.

22. 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 / Contract is not awarded to me/us or our Bid is not opened or rejected.

23. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft OMM Contract, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

25. {We, the Consortium Members agree and undertake to be jointly and severally liable for all their obligations in accordance with the OMM Contract.}

[3] Retain the option applicable and delete the others

26. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signatory Authorised Signatory)
Name:
Designation:
Name and seal of Bidder/Lead Member

Appendix I
ANNEX-I
Details of Bidder

1. Details

   a) Name:

   b) Country of incorporation:

   c) Address of the corporate headquarters and its branch office(s), if any, in India:

   d) Date of incorporation and/ or commencement of business:

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

3. Details of individual(s) who will serve as the point of contact/ communication for HPIDB:

   a) Name:

   b) Designation:

   c) Entity:

   d) Address:

   e) Phone Number:

   f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

   a) Name:

   b) Designation:

   c) Address:

   d) Phone Number:

   e) E-Mail Address:

5. In case of a Consortium:

   a) The information above (1-4) should be provided for all the Members of the Consortium.

   b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.5 above should be attached to the Bid.

   c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Share in the Consortium
1.			
2.			

**The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Appendix-IV.*

d) The following information shall also be provided for each Member of the

Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (DBFOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

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

Name of Bidder/ member of Consortium:

SN	Criteria	1st year	2nd year	3rd year
1.	If Bidder/ Consortium Member has either failed to perform works of 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 Bidder or any of its Consortium Member, as the case may be, or has been expelled / terminated by Central/ State Government, or any entity controlled by it for breach by such Bidder or any of its Consortium Member, along-with updated details of ongoing process of litigation/ blacklisting.			

Appendix I
ANNEX-II
Technical Capacity of the Bidder
(Refer to Clause 2.2.2(A) of the RFP)

Name of Bidder/ Consortium Member:

Name of Hotel/ Resort and Location in India	
Nature of Experience (Self owned & operated/ Operated for an owner)	
Name of Owner for which the Eligible Project is/ was operated *(applicable only where the Bidder/ Member is an operator under a contractual arrangement)*: Name: Address: Name of Contact Person: Phone No. of the Contact Person: Email ID of the Contact Person: Nature of contractual arrangement:	
Hotel/ Resort Classification (3-Star / 4-Star / 5-Star)	
Total number of keys	
Date of Commencement of Operations	
No. of years of continuous operation of Hotel/ Resort (with 100 keys or more)	
Equity Shareholding or participation share (%) of the Bidder/ Member in the eligible project (with period during which equity was held)	

Yours faithfully,

(Signatory Authorised Signatory)
Name:
Designation:
Name and seal of Bidder/Lead Member

***Instructions*:**

1. Provide details of hotel/ resort that must comply with the Technical Capacity specified in Clause 2.2.2(A) of the RFP document. The requirement of a minimum 100 keys hotel

or resort shall be satisfied through a single qualifying hotel or resort project. Aggregation of keys from more than one hotel or resort shall not be permitted for the purpose of meeting the Technical Capacity requirement.

2. *In case of a Consortium, any Member can satisfy the aforesaid Technical Capacity requirement provided that such Member holds, and shall continue to hold, not less than 26% (twenty-six per cent) equity in the Consortium. In case, the eligible project experience is being claimed in respect of a hotel or resort which was executed/ operated by a Bidder/ Member as a part of a Consortium/ Joint Venture/ SPV, the share of the Bidder/ Member in such Consortium/ Joint Venture/ SPV should be atleast 26% during the period when the experience is being claimed.*

3. *The number of keys, nature of experience claimed, and period of operation shall be certified by the Statutory Auditor/Chartered Accountant of the Bidder or Consortium Member.*

4. *The Bidder shall submit a copy of the hotel classification certificate issued by the Ministry of Tourism, Government of India (or any successor authority) evidencing the applicable 3-Star, 4-Star or 5-Star classification.*

5. *Certificate issued or agreement executed with Client in support of Technical Capacity claimed in the table above.*

6. *This Annex-II shall be accompanied by a certificate by the Statutory Auditor/ practicing Chartered Accountant of the Bidder or Consortium Member, in the format, as applicable, as given below..*

Format for Certificate(s) from the Statutory Auditor to be procured and annexed additionally as proof of the claim made in respect of the eligible projects in terms of Clauses 2.2.2 and 2.2.4 of the RFP documents:

Format 1 for Eligible Project owned & operated by Bidder/ Member itself

Certificate from the Statutory Auditor/ practising CA

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Eligible Project) located at _____ is/ was owned and operated by _____ (name of the Bidder/ Member) who holds/ held atleast ___% equity/ share in such [hotel/ resort] [as on date/ during the period from _____ to _____] for which experience is being claimed.

We further certify that the Eligible Project comprises a_____ Star hotel/ resort with ____keys and that the [name of Bidder/ Member] has operated/ is operating the said hotel/resort for a continuous period of not less than one (1) year during the five (5) years preceding the Bid Due Date.

(Signature of the Authorised Signatory of the Statutory Auditor)

Name of the Authorised Signatory:

Designation:

Name & Seal of the Audit firm:

UDIN :

Date :

Place :

Format 2 for Eligible Project operated by Bidder/ Member

Certificate from the Statutory Auditor/ practising CA

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Eligible Project) located at _____ is being operated by _____ (name of the Bidder/ Member) since_____ or was operated during the period from _____ to _____. We further certify that the Eligible Project comprises a _____ Star hotel/ resort with _____ keys and that the [name of Bidder/ Member] has itself operated the said hotel/resort for a continuous period of not less than one (1) year during the five (5) years preceding the Bid Due Date.

(Signature of the Authorised Signatory of the Statutory Auditor)

Name of the Authorised Signatory:

Designation:

Name & Seal of the Audit firm:

UDIN :

Date :

Place :

Appendix I

ANNEX-III
Financial Capacity of the Bidder
(Refer to Clause 2.2.2(B) of the RFP*)*

Bidder type	Annual Turnover				Net Worth*
	Year 1	**Year 2**	**Year 3**	**Average Annual Turnover**	**Year 1**
	FY…….	**FY…..**	**FY……**		**FY 20…-20…**
Single entity Bidder					
Consortium Member 1					
Consortium Member 2					
Total					

Yours faithfully,

(Signatory Authorised Signatory)
Name:
Designation:
Name and seal of Bidder/Lead Member

Instructions:

1. Audited balance sheets, financial statements, profit and loss statement and annual Reports of the Bidder (of each Member in case of a Consortium) for *FY 2023-2024*, *FY 2024-2025 and FY 2025-2026*[4] shall be enclosed. The financial statements shall:

    a) reflect the financial situation of the Bidder;
    b) be audited by a statutory auditor;
    c) be complete, including all notes to the financial statements; and
    d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

[4] Where the annual accounts for the latest financial year (2025-2026) are not yet audited as on the Bid Due Date, the Bidder/ Member to provide certificate of the Statutory Auditor/ practicing CA to this effect and in such a case, the Bidder shall furnish audited annual reports for the 3 (three) financial years previous to the FY 2025-2026

2. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in terms of this RFP;

3. The Bidder (including Consortium Member) shall provide this Annex-III on its Statutory Auditor's/ practicing Chartered Accountant's letter-head.

4. Financial Capacity of the Consortium shall be computed as a weighted average of the financial capacity of a Member and its proposed equity stake (%) in the SPV.

Formats of Certificates as applicable (*retain which one is applicable to the Bidder*)

FORMAT-A

Certificate from the Statutory Auditor/ practising CA where the annual accounts for all 3 FYs i.e. FY 2023-2024, FY 2024-2025 and FY 2025-2026 have been audited:

This is to certify that based on the audited Books of Account and financial statements of M/s_____ having its registered office at _____ (hereinafter the "Bidder" or "Lead Member" or "Member"), the annual turnover of the Bidder/ Lead Member/ Member for FY 2023-2024, FY 2024-2025 and FY 2025-2026 is INR _____, INR _____ and INR _____, respectively, and its Net Worth as on March 31, 2016 is INR _____. It is further certified that the Turnover and Net Worth has been computed in accordance with the methodology prescribed under Clause 2.2.3 of the RFP.

(Signature of the Authorised Signatory of the Statutory Auditor)

Name of the Authorised Signatory:
Designation:
Name & Seal of the Audit firm:
UDIN:
Date:
Place:

FORMAT-B

Certificate from the Statutory Auditor/ practising CA where the annual accounts for 2 FYs i.e. FY 2023-2024 and FY 2024-2025 have been audited and for and FY 2025-2026 not audited as on Bid Due Date:

This is to certify that based on the audited Books of Account and financial statements of M/s_____ having its registered office at _____ (hereinafter the "Bidder" or "Lead Member" or "Member"), the annual turnover of the Bidder/ Lead Member/ Member for FY 2023-2024 and FY 2024-2025 as per the audited Books of Account and financial statements of the Bidder/Consortium Member is INR_____ and INR_____ respectively; however, since the annual accounts for the latest FY 2025-2026 are not yet audited as on the Bid Due Date, therefore, basis the Bidder's unaudited/ provisional accounts for FY 2025-2026, the Turnover is INR_____ and ***Net Worth is INR _____. Accordingly, the annual average turnover of the Bidder/ Lead Member/ Member in the aforesaid 3 FYs is INR_____.*** *It is further certified that the Net Worth and Turnover so certified has been computed strictly in accordance with the definition of "Net Worth" and "Turnover" in Clause 2.2.3 and the provisional/ unaudited financial statements furnished are true, correct and complete and fairly reflect the financial position of the Bidder/ Lead Member/ Member as on 31 March 2026.*

(Signature of the Authorised Signatory of the Statutory Auditor)
Name of the Authorised Signatory:
Designation:
Name of the Audit firm:
UDIN :
Date :
Place:

APPENDIX II

Format for Power of Attorney for signing of Bid

(On a Non-Judicial Stamp Paper of appropriate value)

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 of …….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 the Himachal Pradesh Infrastructure Development Board (the "**HPIDB**") for the "***Selection of Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi"*** ("***Project***") being undertaken by the Department of General Administration, Government of Himachal Pradesh (the "**Authority**") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the HPIDB/Authority, representing us in all matters before HPIDB/Authority, signing and execution of all contracts including the OMM Contract and undertakings consequent to acceptance of our bid, and generally dealing with HPIDB/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 OMM Contract with the Authority .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 ……..

For ……..
(Signature, name, Designation and address of person authorised to sign)

Accepted

(Signature, name, Designation and address of the Attorney)

Witnesses:

1.

2.

Notarised

Person identified by me/personally appeared before me/signed before me/ Attested/ Authenticated* (*Notary to specify as applicable)

(Signature, Name and Address of the Notary)
Seal of the Notary Registration Number of the Notary
Date:

Notes:

- *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.*

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *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.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX III
Format for Power of Attorney for Lead Member of Consortium

(On a Non-Judicial Stamp Paper of appropriate value)

Whereas the Department of General Administration, Government of Himachal Pradesh ("the **Authority**") through Himachal Pradesh Infrastructure Development Board (HPIDB) has invited bids from interested parties for the ***"Selection of Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi"*** (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 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 ……. and M/s. ....., having our registered office at .....,(hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise 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**") and hereby irrevocably authorise 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 Project, 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, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the HPIDB/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 OMM Contract is entered into with the Authority .

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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……..

For …….

(Signature, Name & Title)

For …….

(Signature, Name & Title)

Witnesses:

1. 2.

(Executants) (To be executed by all the Members of the Consortium)

Notarised

Person identified by me/personally appeared before me/signed before me/ Attested/ Authenticated* (*Notary to specify as applicable)

(Signature, Name and Address of the Notary)
Seal of the Notary Registration Number of the Notary
Date:

Notes*:*

- *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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX IV
Format for Joint Bidding Agreement for Consortium

(On a Non-Judicial Stamp Paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. {……, incorporated/registered under …….. and having its registered office at .....} (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns) of One Part;

AND

2. {……, incorporated/registered under ……., having its registered office at ..... } and (hereinafter referred toas the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns) of the Other Part.

WHEREAS

(A) Himachal Pradesh Infrastructure Development Board represented by its **********and having its principal offices at ********** (hereinafter referred to as the "**HPIDB**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**") by its Request for Proposal No. .....dated ……. (the "**RFP**") for ***Selection of Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi*** (the "**Project**") for and on behalf of Department of General Administration, Government of Himachal Pradesh (the "**Authority**").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for

the purposes of jointly participating in the Bidding Process for the Project.

2.2 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.

2.3 The 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 (as defined under the OMM Contract) when all the obligations of the Operator/ SPV shall become effective.

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**") as a company under the Companies Act, 2013 or a limited liability partnership under the Limited Liability Partnership Act, 2008, for entering into a OMM Contract with the Authority and for performing all its obligations as the Operator in terms of the OMM Contract 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 OMM Contract when all the obligations of the Operator/SPV shall become effective;

(b) Party of the Second Part shall be …… Member of the Consortium.

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 OMM Contract.

6. Share of Members in SPV

6.1 The Parties agree that the proportion of share among the Parties in the SPV shall be as follows:

First Party: …%
Second Party: …%

6.2 The Parties undertake that the Parties specified in Clause 6.1 above shall hold 100% Equity Shareholding in the SPV with Lead Member holding at-least 51% equity share and other member holding at-least 26% equity share until the 5th Anniversary of the

Operations Date and further both the Members of the Consortium shall not hold less than 51% equity share of SPV till the end of OMM Period with Lead Member holding at-least 26% equity share.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the OMM Contract.

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 organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, 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 Affiliates 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 Joint Bidding Agreement shall be effective from the date hereof and shall continue in full force and effect until the obligations of the Consortium Members are fully discharged under and in accordance with the OMM Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated or upon return of the Bid Security by the HPIDB, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED and on behalf of LEAD MEMBER by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For SECOND PART (Signature) (Name) (Designation) (Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as 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.

3. For a Joint Bidding Agreement executed and issued in India, the notarization is to confirm that the document was executed in the presence of a notary.

4. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

5. *The Joint Bidding Agreement to bear proof of payment of stamp duty in accordance with the jurisdictional stamp legislation.*

APPENDIX V

Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

(refer Clause 2.2.1(c))

To,

The Chief General Manager
Himachal Pradesh Infrastructure Development Board (HPIDB)
New Himrus Building, Himland
Circular Road, Shimla-171001

Sub: ***Selection of Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi*** **- Undertaking regarding compliance with Rule 144(xi) of the General Financial Rules, 2017**

Dear Sir,

With reference to your RFP document dated ……., I/ we, **M/s _____**, having our registered office at _____, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

1. We have carefully examined the provisions of **Rule 144(xi) of the General Financial Rules, 2017**, together with all orders, office memoranda, guidelines and clarifications issued thereunder by the Government of India, as amended from time to time.
2. We hereby certify that our participation in the present bidding process is fully compliant with the aforesaid provisions.
3. I/ We certify that:
   (i) We are not a Bidder from a country which shares a land border with India and therefore registration under Rule 144(xi) of the General Financial Rules, 2017 is not required;
   (ii) We will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.
   (iii) This Certificate is furnished in compliance with Clause **2.2.1(c)** of the Request for Proposal.

We further certify that the above declaration is true and correct and acknowledge that if at any stage it is found that any declaration made herein is false, incorrect or misleading, or that we cease to comply with the aforesaid provisions during the Bidding Process, the Authority shall be entitled to reject our Bid or take such other action as may be permissible under the RFP, Applicable Laws and the OMM Contract, without prejudice to any other rights available to the Authority including termination of the OMM Contract, forfeiture of Bid Security or Performance Security, as the case may be.

Yours faithfully,

(Signature of the Authorised signatory)
(Name and Designation of the Authorised signatory)
Name and seal of Bidder/Lead Member

Notes:

1. *Where applicable, evidence of valid registration by the Competent Authority shall be attached.*
2. *In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.*
3. *In case Bidder is a Consortium, this undertaking to be furnished by each Member of the Consortium.*

APPENDIX VI
Bank Guarantee for Bid Security
(Refer Clauses 1.2.4 and 2.20 of RFP)

(To be executed on Stamp paper of appropriate value)

B.G. No. **Dated:**

1. In consideration of you, the General Manager, Himachal Pradesh Infrastructure Development Board, having its office at New Himrus Building, Himland, Circular Road, Shimla - 171001 (hereinafter referred to as the "**HPIDB**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*Name of Bidder*] {a company registered under the provisions of the Companies Act, 2013/ 1956 or an LLP registered under the Limited Liability Partnership Act, 2008} and having its registered office at …… *{and acting on behalf of Consortium[5]}* (hereinafter referred to as the "**Bidder**" or "**Lead Member**" which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), in respect of the **"Selection of Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi**" (hereinafter referred to as the "**Project**") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft OMM Contract (hereinafter collectively referred to as "**Bidding Documents**"), we [*Name of the Bank*] having our registered office at [*address*] and one of its branches at [*address*] (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to HPIDB an amount of **Rs.1,00,00,000/- (Rupees One Crore only)** as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fails to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by HPIDB stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the aforesaid amount due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of HPIDB is disputed by the Bidder or not, merely on the first demand from HPIDB stating that the amount claimed is due to HPIDB by reason of failure

[5] Applicable only in the case of Bidder applying as Joint Venture/ Joint Venture.

of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including *inter alai* failure of the said Bidder:

(i) to keep its Bid valid and open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever;

(ii) sign the Letter of Award and/or the OMM Contract within the time limit specified in the RFP;

(iii) furnish the Performance Security within the period prescribed therefor in the RFP/ Contract;

4. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.1,00,00,000/- (Rupees One Crore only).**

5. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between HPIDB and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

6. We, the Bank, further agree that HPIDB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents and the decision of HPIDB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between HPIDB and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

7. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

8. In order to give full effect to this Guarantee, HPIDB shall be entitled to treat the Bank as the principal debtor. HPIDB shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to HPIDB, and the Bank shall not be released from its liability under these presents by any exercise by HPIDB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of HPIDB or any

indulgence by HPIDB to the said Bidder or by any change in the constitution of HPIDB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

11. It shall not be necessary for HPIDB to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which HPIDB may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of HPIDB in writing.

13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.1,00,00,000/- (Rupees One Crore only)**. The Bank shall be liable to pay the said amount or any part thereof only if HPIDB serves a written claim on the Bank in accordance with paragraph 10 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date and claim period of 60 days)].

15. This Bank Guarantee no. ……., dated …… shall also be operative at Shimla, Himachal Pradesh and if invoked, be encashable at the ……. [name of the Bank and its branch at Shimla, Himachal Pradesh], branch code no.: .....

Signed and Delivered by ……. Bank

By the hand of Mr./Ms. ……., its …….. and authorized official.

(Signature of the Authorized Signatory)

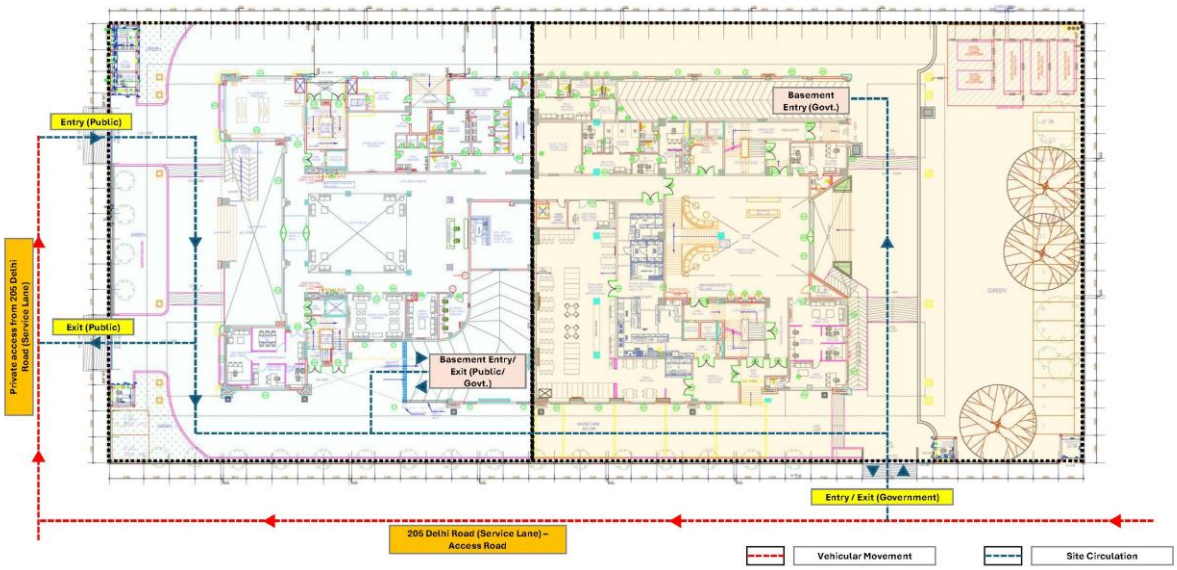
(Official Seal)

ANNEXURE-A
SITE PLAN OF HIMACHAL NIKETAN

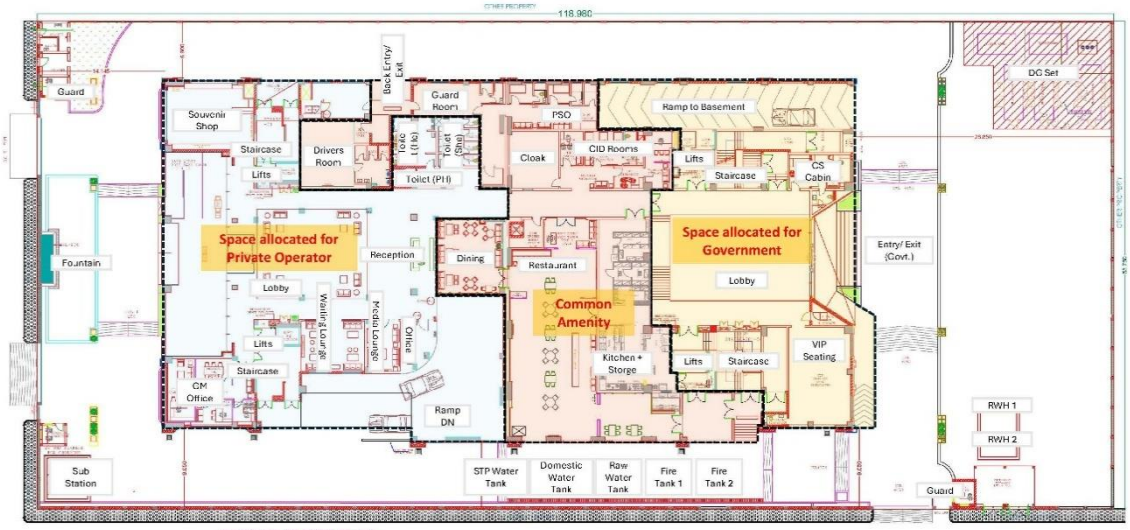
Key Map_Himachal Niketan



Site Plan_Himachal Niketan

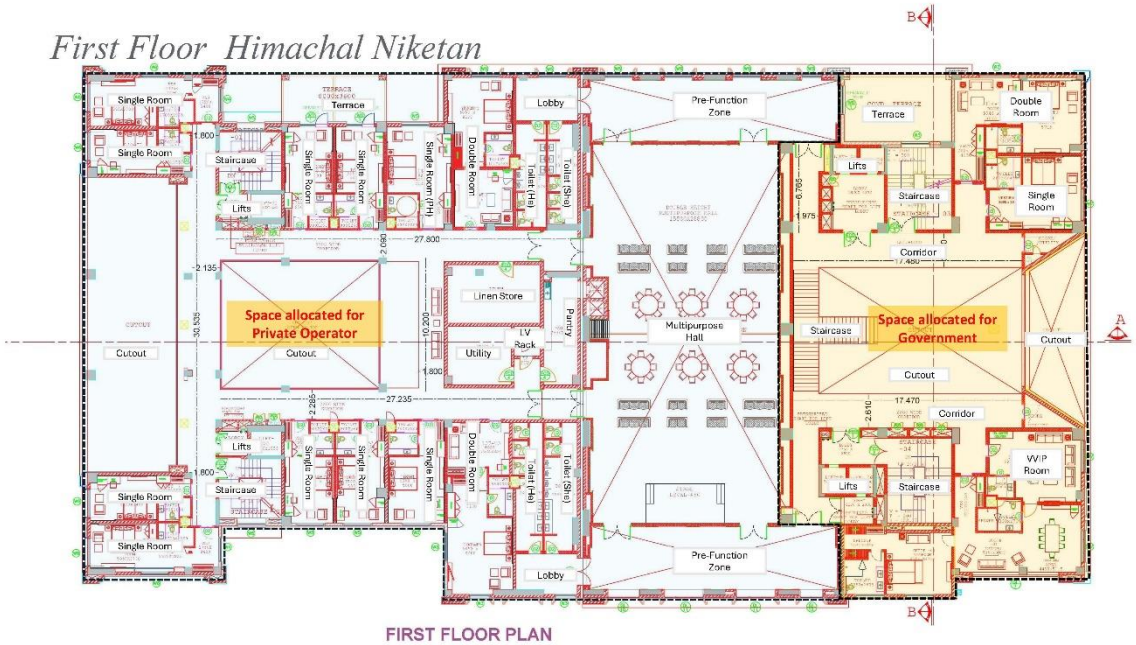


Ground Floor Himachal Niketan



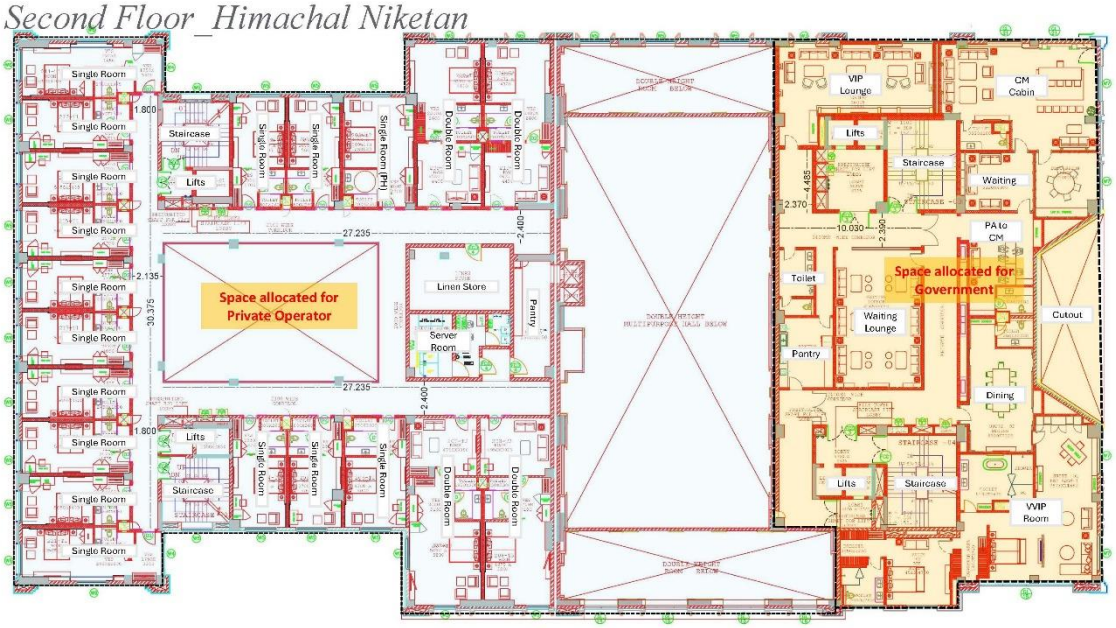
GROUND FLOOR PLAN

First Floor Himachal Niketan

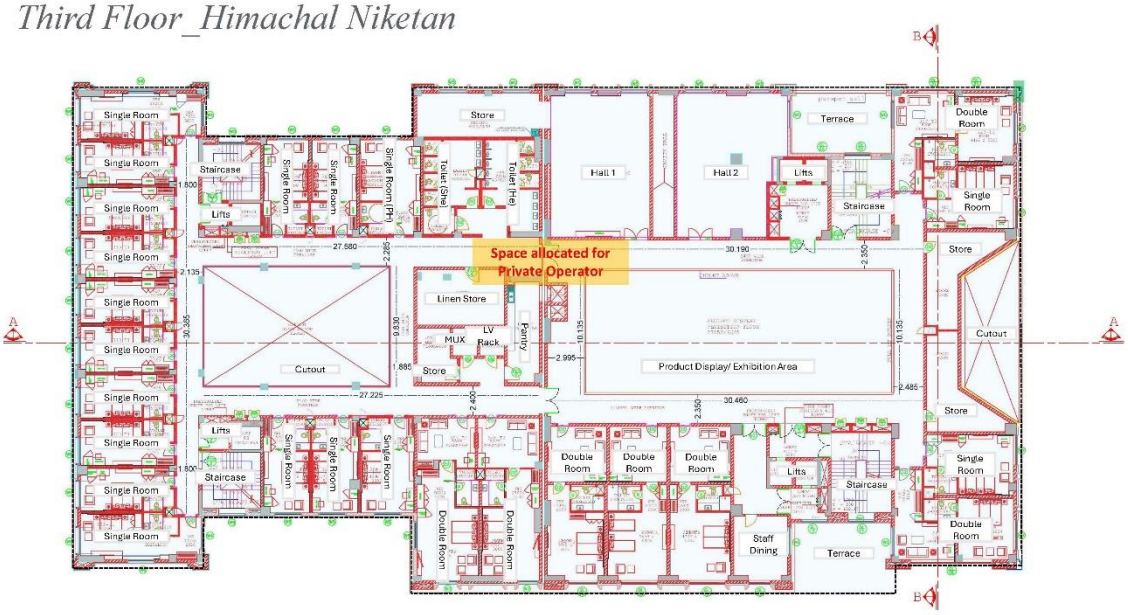


FIRST FLOOR PLAN

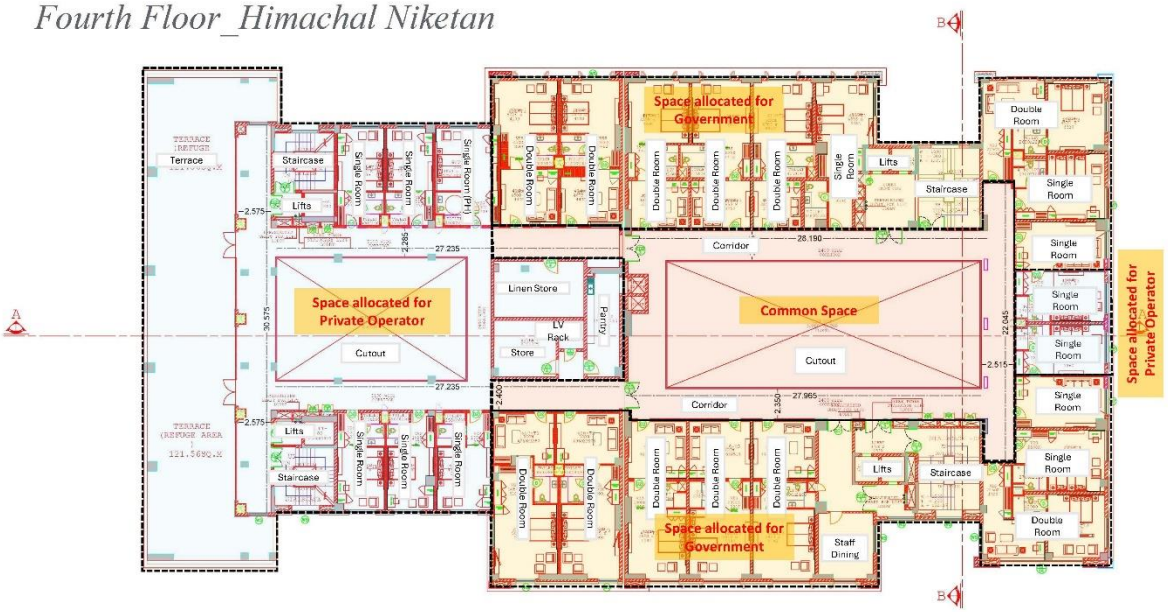
Second Floor_Himachal Niketan



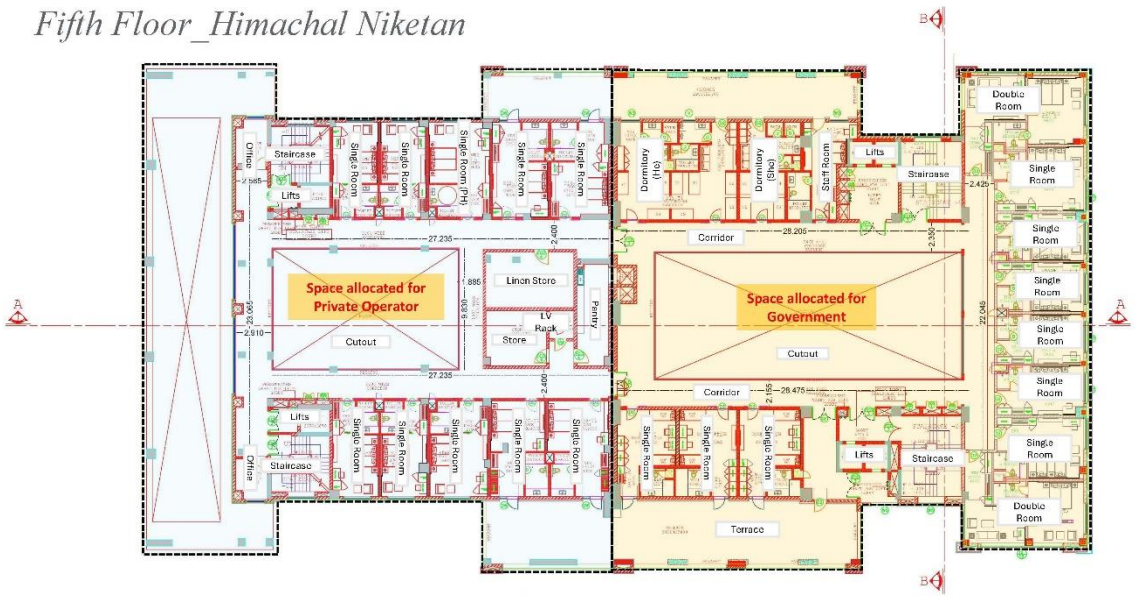
Third Floor_Himachal Niketan



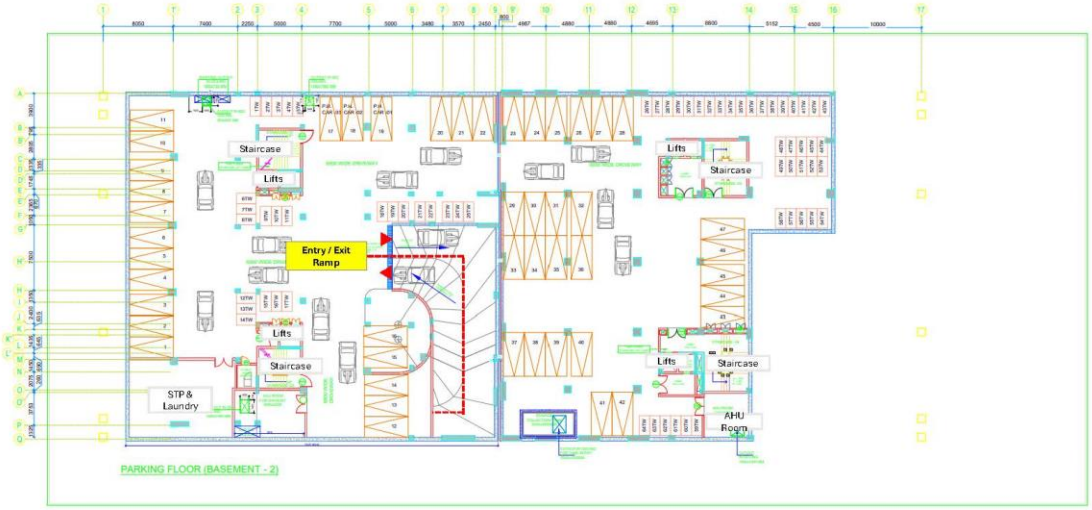
Fourth Floor_Himachal Niketan



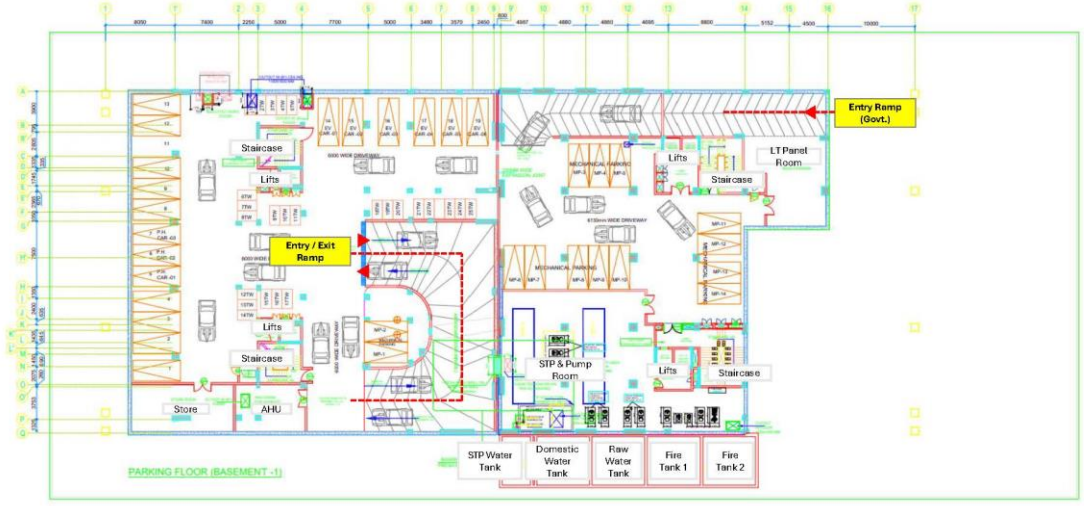
Fifth Floor_Himachal Niketan



Lower Basement_Himachal Niketan



Upper Basement_Himachal Niketan



Note: The above site plan and demarcation are indicative

ANNEXURE-B
FOOD MENU FOR GUESTS AT AUTHORITY RESERVED ACCOMODATION
HIMACHAL NIKETAN NEW DELHI

Sr. No.	Food & Beverage	Quantity	New Rates (in INR)
(A) Tea & Snacks			
1.	Tea Cup	1 Cup	15.00
2.	Tea Half Set	2 Cup	25.00
3.	Tea Full Set	4 Cup	50.00
4.	Coffee	1 Cup	25.00
5.	Coffee Half Set	2 Cup	50.00
6.	Coffee Full Set	4 Cup	90.00
7.	Milk	200 ml	30.00
8.	Lassi	200 ml	30.00
9.	Bourn Vita Milk	200 ml	40.00
10.	Cornflakes Milk	200 ml	60.00
11.	Juice/ Cold drinks etc.	Per bottle	Sale of MRP
(B) Snacks			
1.	Veg. Cutlet	1 Plate	50.00
2.	Veg. Pakora	1 Plate	50.00
3.	Cheese Cutlet	1 Plate	80.00
(C) Breakfast			
1.	Veg. Sandwich	1 Plate	45.00
2.	Cheese Sandwich	1 Plate	75.00
3.	Butter Slice	1 Plate	20.00
4.	Puri Bhaji	1 Plate	50.00
5.	Chana Bhatura	1 Plate	50.00
6.	Idli Sambhar	1 Plate	50.00
7.	Sambhar Vada	1 Plate	50.00
8.	Utapam Sambar	1 Plate	60.00
9.	Stuff Prantha (2 Piece)	1 Plate	50.00

10.	Omelette Slice	1 Plate	50.00
(D) Lunch & Dinner			
1.	Veg. Thali + Rice	1 Plate	116.00
2.	Green Salad	1 Plate	25.00
3.	Curd Raita	1 Plate	40.00
4.	Dal	1 Plate	40.00
5.	Sahi Paneer	1 Plate	120.00
6.	Mutter Mushroom	1 Plate	120.00
7.	Veg. Mix/ Green	1 Plate	50.00
8.	Chicken Curry	1 Plate	150.00
9.	Roti	1 Roti	10.00
10.	Plain Rice	1 Plate	35.00
11.	Fried Rice	1 Plate	60.00
12.	Curd/ Raita	1 Plate	40.00
13.	Staff Meal	1 Plate	50.00
(E) Soup			
1.	Veg. Soup	1 No.	45.00
2.	Tomato Soup	1 No.	45.00
3.	Mushroom Soup	1 No.	55.00
4.	Chicken Soup	1 No.	70.00
(F) Sweet			
1.	Kheer	1 Plate	50.00

Note: If any food is ordered is outside this Menu, such official/ student/ driver shall be liable to pay for the same at the standard rates charged by the operator from other guests.