

VOLUME I

Request for Proposal

For

**Furnishing, Operation,
Maintenance & Transfer**

Of

**Textile Restaurant, Retail Plaza Complex &
Cottages Complex and Cottages**

At

Nongpoh

MEGHALAYA

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SECTION 1

PROJECT INFORMATION

Project Background:

It is a fact that Meghalaya attracts the maximum number of tourists to the North-East region of India. The movement of tourists to the state has increased leading to further pressure on the provision of civic services. At present, a number of tourist spots located in and around Meghalaya have been developed attracting the tourist to spend more time and hence the requirement for the creation of a world-class Multi-cuisine Restaurant. This would in turn allow the tourist to experience Meghalaya as a tourism destination and enhance the tourism experience in the state.

Directorate of Sericulture & Weaving, Government of Meghalaya, is responsible for the development and maintenance of tourism-related facilities in the state. This facility has been created with funds received from the Government of India under the Scheme of Central Financial Assistance for the creation of infrastructure under circuit development in the State. It is proposed to furnish, operate and maintain the complex created through a suitable private party capable of operating such a facility.

Project Proposal:

Directorate of Sericulture & Weaving proposes to furnish, operate and maintain the **Textile Restaurant, Retail Plaza complex & Cottages at Nongpoh** with adequate parking provision through a suitable private party. The proposed process is expected to be on a furnish, operate, maintain and transfer basis on commercial mode. Under this model, experienced operators the field of Hospitality with proven track record and experience shall be selected through a transparent competitive bidding process and the selected bidder shall be given the right to operate the property based on the criteria provided in this RFP. The selected entrepreneur / consortium will not have the right to either lease out the developed premises on a rental basis” and can only use the same for restaurant/ tourism purposes during the Lease period. The selected entrepreneur/ consortium will not be allowed to sell the property and in fact, the developed premises shall be returned to the Directorate of Sericulture & Weaving at the end of the lease period. In return for using the premises, the selected bidder shall pay a rental during the lease period as committed under the bidding process. The private sector entrepreneur / consortium would ultimately be responsible for furnishing, operating the infrastructure, and maintaining the same as per standards set and transfer the facilities back to the Directorate of Sericulture & Weaving at the end of the specific lease period. In order to encourage participation by local entrepreneurs in the bidding process, Directorate of Sericulture & Weaving has decided to give preference to bidders who are based in Meghalaya.

Location Details:

This site measuring **1108.19 sqm** approximately is located in The District Sericulture Office campus, Nongpoh, 52 kms away from Shillong and 48 Kms from Guwahati located on the Guwahati-Shillong Road.

The complex consists of the following: -

SI No	Item	Specification	Total area Builtup (Sqm)
1.	Ground floor	Entrance Porch	42.00
		Main Lobby	40.00
		Restaurant	268.25
		Lobby (Kitchen)	42.00
		Kitchen	106.25
		Admin Office	68.25
		Ladies Toilet	93.00
		Gents Toilet	93.00
2.	First Floor	Conference Hall	275.00
		Stair Lobby	42.00
		Public Lobby	28.00
		Main Staircase	10.44
		TOTAL	1108.19

Section 2

Information and Instructions to Bidder

**GOVERNMENT OF MEGHALAYA
DIRECTORATE OF SERICULTURE & WEAVING,
MEGHALAYA, SHILLONG**

No SW(Plng)RFP-ITTC/38/2022/96

Dated, Shillong the 16.12. 2022

REQUEST FOR PROPOSAL DOCUMENT

Name of Work: (Furnishing, Operation, Maintenance of the Textile Restaurant,
Retail Plaza complex & Cottages at Nongpoh)

Issued to:

Director Sericulture and Weaving, Meghalaya, Shillong

Phone No: 7005319081

Email Id: dirswgovt_megh@hotmail.com

Request for Proposal

(Ref: Advertisement published on 16.12.2022)

Issue to M/s	
Name of Project	Furnishing, Operation, Maintenance, and Transfer of Textiles Restaurant, Handloom Retail Plaza& Cottages complex at Nongpoh.
Issue of RFP Documents.	From 16.12.2022 at the office of the Directorate of Sericulture & Weaving, Meghalaya, Shillong
Last date: Receipt of Queries and Clarification	03.01.2023
Pre-Bid Conference	On 03.01.2023 at the office of the Directorate of Sericulture & Weaving, Meghalaya, Shillong
Last date of Submission of Bid Opening: For Responsiveness check	10.01.2023 on or before 11.00 am at the office of Directorate of Sericulture & Weaving, Meghalaya, Shillong.
Opening of proposal	On 10.01.2023 at 3:00 at the office of The Directorate of Sericulture & Weaving, Meghalaya, Shillong
Bid Processing Fee (Non- Refundable)	Rs.10,000/- Paid through the DD No. _____ Dated_____ _____ Bank (payable at Shillong) in favor of “Directorate of Sericulture & Weaving, Meghalaya, Shillong” to be paid at the time of procuring the RFP Document
EMD / Bid Security through DD to be submitted with Proposal	<u>Rs. 50,000/-</u> to be paid through DD No. _____ Date_____ _____ Bank (payable at Shillong) through a nationalized bank *Note: the DD shall be drawn from any Nationalized/Scheduled bank or Indian branch of foreign bank in Indian favour of the Directorate of Sericulture & Weaving, Meghalaya, Shillong and payable at Shillong.

Acknowledgement

This document is to be returned acknowledging the content of each page signed by authorized signatory

**SD/-
SIGNATURE OF ISSUING AUTHORITY**

**GOVERNMENT OF MEGHALAYA
OFFICE OF THE DIRECTOR OF SERICULTURE & WEAVING,
SHILLONG**

No.SW(Png)RFP-ITTC/38/2022/100

Dated, Shillong the 16.12. 2022

ADVERTISEMENT

The Directorate of Sericulture & Weaving, Meghalaya, Shillong intends to Furnish, Operate and Maintain the **Textile Restaurant, Handloom Retail Plaza complex & Cottages Complex** at Nongpoh through a suitable private party with proven expertise and experience and preferably a local operator with domain presence in the above sector and currently operating such entities within the state & region.

Name of the Location: **Textile Restaurant, Handloom Retail Plaza complex & Cottages Complex** at Nongpoh

Area available: **1108.19 sqm** (Site Area)

The Furnishing, operation, maintenance, and transfer of the **Textile Restaurant, Handloom Retail Plaza complex & Cottages Complex at Nongpoh** shall be through lease of the constructed facilities by the bidder for textile cum tourism activities. Additionally, the Emporium/Retail Plaza structure located at the front of the land premises, shall also be leased out to the selected bidder on the same terms & conditions after taking due approval from the Government authorities. The Technical, Financial, and other qualification criteria and the process of selection of the entrepreneur / consortium are given in the RFP document.

Directorate of Sericulture & Weaving invites proposals from eligible applicants who are experienced operators in the field of Hospitality with proven track record and experience for development of the Hospitality sector. To ensure maximum participation by local entrepreneurs, preference shall be given to bidders from Meghalaya with proven experience and expertise. The RFP document can be obtained from the office of the Directorate of Sericulture & Weaving Shillong from _____ 2022 to _____ 2022 between 10.00 am and 5.00 pm on all working days at the address given below on

payment of a non-refundable amount of Rs.10,000/-towards processing fees through a Demand Draft drawn from any Nationalized / scheduled / an Indian Branch of Foreign Bank in favour of Directorate of Sericulture & Weaving, Meghalaya Shillong' and payable at Shillong.

The last date for submission of the bids complete in all respects is 10.012023 before 11.00 am and the proposals will be opened at 3.00 pm on the same day for responsiveness check.

Directorate of Sericulture & Weaving reserves the right to reject or accept all or any of the proposals or to hold, modify, withdraw or cancel the process without assigning any reasons whatsoever. Mere submission of the proposals by the applicants does not vest any right in them for being selected for the project.

Sd/-
Director,
Sericulture & Weaving,
Government of Meghalaya, Shillong

Definitions

Authorized Signatory

The Authorized Signatory shall be as specified by the Bidder.

Bidder

Bidder refers to those entrepreneurs who are experienced operators in the field of Hospitality with proven track record and experience for development in the hospitality sector eligible to submit the Bid in response to this RFP.

Bidding Consortium

Bidding consortium refers to those corporate entities bidding jointly for the Project.

Bid Submission Due Date

The date and time, by which Bid Proposals of Bidders are due in response to the RFP Document.

Bid / Bid Proposal

Bid/Bid Proposal refers to the proposal of Bidders Bidding Consortia in response to this RFP Document and organized in a manner specified in the RFP document.

Bidding Process

Bidding Process refers to the single stage three envelope process undertaken for selection of Successful Bidder for award of the Project.

Consortium Members

Consortium Members shall mean the individual members of a Bidding Consortium.

Financial Bid

Financial Bid refers to the financial proposal of Bidders/ Bidding Consortia in response to the RFP Document issued to interested Bidders

Dir. S&W

Directorate of Sericulture & Weaving

GOM

Government of Meghalaya

GOI

Government of India.

INR

INR Shall mean Indian rupees, the lawful currency of the Republic of India.

Lead Member

Lead Member shall be a Consortium Member as identified by the Bidding Consortium who has submitted its Bid as a Consortium.

Lessee

The Lessee means the selected bidder with whom a Lease Agreement has been signed by Directorate of Sericulture & Weaving.

Preferred Bidder

The Bidder (Bidding Consortium) who has (have) quoted the highest “Lease Rental” and has (have) been responsive to the requirements of the RFP document.

Project

Project shall mean Furnishing, operation, maintenance and transfer of **Textile Restaurant, Retail Plaza complex & Cottages at Nongpoh.**

RFP Document / Bid Document

RFP Document / Bid Document shall mean this document being issued to the Bidders / Bidding Consortia.

Successful Bidder

The Successful Bidder shall mean the Bidder/the Bidding Consortium that is finally awarded the Project and invited to enter into a Lease Agreement with Directorate of Sericulture & Weaving, Meghalaya, Shillong

DISCLAIMER

1. This Request for Proposal document ("RFP") does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.
2. Neither the RFP nor anything contained herein shall form a basis of any contract or commitment whatsoever. Successful Bidder will be required to acknowledge in the Contract Agreement that he has not relied on or been induced to enter such agreements by any representation or warranty, save as expressly set out in such an agreement.
3. While the RFP has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the client, its employee or advisors or agent as to or in relation to the accuracy or completeness of the RFP or any other oral or written information made available to any Bidder or its advisors at any time and any liability thereof is hereby expressly disclaimed.
4. This RFP includes certain statements, estimates and projections with respect to the anticipated future performance of the Project. Such statements, estimates and projections reflect various assumptions concerning anticipated results, which assumptions may or may not prove to be correct. Neither the Client nor its employees or consultants make any representation or warranty with respect to the accuracy of such statements, estimates and projections and actual performance of the Project or any opportunity, which may be materially different from that set forth in such statement, estimates and projections.
5. Neither the Client nor their employees or consultants shall be liable to any Bidder or any other person under any law including the law of contract, distort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document,

or any matter that may be deemed to form part of this RFP document, or the award of the contract, or any other information supplied by or on behalf of the Client or their employees or consultants or otherwise arising in any way from the selection process for the award of the contract for the Project.

6. No extension of time will be granted under any circumstances to any Bidder for submission of its bid on the grounds that the Bidder did not obtain a complete set of the RFP.
7. The Client is not bound to accept any or all the Proposals. The Client reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against The Client or its officers, employees, successors or assignees for rejection of his bid.
8. Failure to provide information that is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Bidder.

INFORMATION AND INSTRUCTIONS TO BIDDERS

I. Introduction

- 1.1. Directorate of Sericulture & Weaving (hereinafter called the Client) has taken up the task of Furnishing, operation maintenance and transfer of **Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh** through a private suitable party.
- 1.2. The Furnishing, operation maintenance and transfer of **Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh** in which the private sector bidder is expected to operate the premises after furnishing the complex as per specifications provided in this RFP using his own finances and operate & manage the assets for a period of 10 years, which is renewable depending on the performance of the private sector bidder, provided that the Director of Sericulture & Weaving , Government of Meghalaya is satisfied that the Agreement deserve renewal after the end of the tenth years. After which the assets shall be transferred back to Director of Sericulture & Weaving, Meghalaya.
- 1.3. Bidders are invited to submit proposals in three separate envelopes each containing the (i) Proof of eligibility,(ii)Technical proposal (iii) Financial Proposals for the above-mentioned work. A quality cum cost-based (QCBS) selection procedure on a 80:20 ratio shall be followed for evaluation of the proposals. The proposal will be the basis for contract negotiations and ultimately for assigned Lease Agreement with the selected firm.
- 1.4. The bidders must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, bidders are encouraged to visit the sites before submitting a proposal.
- 1.5. The bidders must provide professional, objective, and impartial advice and at all times hold Client interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own

corporate interests. Bidders shall not be selected for the work if it is in conflict with their prior or current obligations to other clients, or may place them in a position of not being able to carry out the work in the best interest of the Client.

- 1.6. No case, whether criminal or otherwise should be pending against the bidders in any court of law in India to be eligible for the project.
- 1.7. Any bidder, who has been blacklisted by any Government agency anywhere in India, shall not be eligible to participate in the bidding process for the project. The bidder should provide details of any such information including those related to clause 1.6 in their proposal.
- 1.8. Please note that (i) costs of preparing the proposal and of negotiating the contract, including visits to the Client etc., are not reimbursable ; and (ii) Client is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.
- 1.9. Without limitation on the generality of this rule, a firm shall not be eligible for selection to the assigned work under the circumstances set forth below:
- 1.10. Firms or any of their affiliates shall not be selected for any work that, by its nature, may be in conflict with another project of the bidders.
- 1.11. The proposals must be properly signed as detailed below:
 - (i) By the proprietor in case of a proprietary firm.
 - (ii) By a duly authorized representative in case of a consortium

II. General Conditions

2. Introduction

- 2.1. Directorate of Sericulture & Weaving has envisaged Furnishing, operation maintenance and transfer of **Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh** through a suitable private party.
- 2.2. The Lessee to be selected through the bidding process shall be required to Furnish, operate, maintain and transfer of **Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh**.
- 2.3. The Lessee to be selected will necessarily have to arrange the finances required for Furnishing, operation, and maintenance of **Textile Restaurant, Retail Plaza complex & Cottages** complex at Nongpoh from its own sources.
- 1.4 The Lessee shall also have the right to outsource/sub contract any of the services of the Project facilities like Food & Beverage (Restaurant), maintenance, housekeeping, landscaping, pest control, etc during the term of the agreement without recourse or without the prior permission of the Lessor.
- 2.5 The Lessee shall have the right to mortgage, encumber and / or charge its lease hold rights in the land and structures created and erected thereon together with fixtures and fittings and other movable assets/or the Project only without making the Lessor liable for the same. Be it mentioned here that mortgage and/or change (statutory or otherwise) shall be during the continuance of lease only and all such mortgage and/or change will not extend beyond 3 years prior to the date of end of lease term. The lessee should include a covenant to this effect in all its mortgage agreements / Deeds.

3. Bidding Process

- 3.1 Directorate of Sericulture & Weaving, Meghalaya, Shillong, invites proposals from the interested Entrepreneur who are experienced operators in the field of Hospitality with proven track record and experience as per the eligibility criteria provided in another section of the RFP for private sector participation in Furnishing, operation maintenance and transfer of **Textile Restaurant, Retail**

Plaza complex & Cottages Complex at Nongpoh.

- a. Interested bidders will have to purchase the RFP documents as per the details provided in the Data Sheet.
- b. Directorate of Sericulture & Weaving on its part is ensuring that the terms and conditions for the bidding process for the Project are followed and applied uniformly to all bidders in a non-discriminatory, transparent and objective manner. Directorate of Sericulture & Weaving or its authorized agency shall not provide to any bidder, any such information with regard to the Project or bidding process, which may have the effect on restricting competition.

4. Eligible Bidders

- 4.1 Eligibility of bidders will be cancelled if clauses 1.6 and 1.7 are not met
- 4.2 The qualification criteria for the bidders shall be as follows
 - 4.2.1 The Bidder shall be entrepreneurs who are experienced operators in the field of Hospitality with proven track record and experience for development having business interests in the state of Meghalaya. Directorate of Sericulture & Weaving would prefer Local Entrepreneurs having experience in the hospitality sector/field.
 - 4.2.2. The Bidder / Consortium shall meet the following criteria to be eligible for technical evaluation
 - An average annual turnover not less than Rs. 18.00 crores in the last three Financial years before Covid-19 pandemic i.e. 2017-18, 2018-19 and 2019-2020 from Hospitality Business in North-East India.
 - An average annual turnover not less than Rs. 7.00 crores in the last three Financial years before Covid-19 pandemic i.e. 2017-18, 2018-19 and 2019-2020 from Food & Beverage department of the Hospitality Business in North-East India.
 - Should have operations of at least three Hotels/ resorts within a radius of 75 Kms of the complex within the state/region.
 - Should operate at least one Hotel having 30 or more rooms for more than 10 years in operation.

- Should have a positive net worth as certified by a Chartered Accountant.
- In case of a consortium, the members of the consortium together should meet the minimum financial criteria as prescribed. However, each member of the Consortium should have had at least an average minimum of Rs. 4.00 crores as turnover during the last three Financial years before Covid-19 pandemic i.e. 2017-18, 2018-19 and 2019-2020.

If the information provided by the bidder is incorrect with respect to clause 4.2, the eligibility of the bidder shall be cancelled forthwith.

The Bidders should provide information concerning their turnover based on audited annual accounts for the respective financial years. The Financial Year would be considered as one for the period starting with 1st April of one calendar year till the 31st March of the next calendar year. The Bidder's Financial Capability will have to be certified by their respective Statutory Auditors.

The Proposal must be accompanied by the Audited Annual Reports of the Bidder or each member in case of a consortium for the Financial years i.e. 2017-18, 2018-19 and 2019-2020.

The bidder should also produce a copy of the income tax returns filed for Financial years i.e. 2017-18, 2018-19 and 2019-2020, and by each member in case of consortium,

4.3 Each bidder shall submit the following documents as proof of eligibility

- Experience of the firm /consortium (Clause4.2.1)
- Firm / consortium's Turnover for the last three financial years. Certified copy of the audit report may be furnished to support the details (Clause4.2.2)
- Certificate of net worth
- Units under its management if any.

4.4 Each bidder shall submit only one proposal either by himself or as a partner in a consortium. The bidder who submits or participate on more than one proposal shall be disqualified along with the consortium in which he participates

5 Additional Requirement for Proposals Submitted by a Consortium:-

- 5.1 Parties that comprise of a Consortium shall nominate a lead member to represent the Bidder. The maximum number of members in a Consortium is limited to three(3).
- 5.2 The bidder shall furnish the Power of Attorney duly signed by authorized representatives of the members of Consortium designating the Lead Member
- 5.3 The proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all members of the Consortium.
- 5.4 The Members of Consortium shall submit a Memorandum of Understanding (MoU) including appropriate agreement of the consortium along with the proposal. The MoU shall, inter alia:
 - a. Record the commitments contained in the Lease Agreement and no changes thereof would be allowed except in accordance with the provisions of the Lease Agreement and this RFP Document.
 - b. Communicate the willingness of the Consortium to subsequently carry out all the responsibilities as Lessee in terms of the Lease Agreement.
 - c. Clearly outline the proposed roles and responsibilities of each member at each stage; and
 - d. Make the Lead Member of the Consortium liable for execution of the Project in accordance with the terms of the Lease Agreement, while holding all members jointly and severally liable for all obligations to the Lessee under the Lease Agreement
- 5.5 The membership structure of the consortium shall not be changed after submission of the proposal.
- 5.6 Wherever required, the proposal shall contain information required for each member of the Consortium

6 Implementation Structure and share holding pattern

- 6.1 The equity holder of consortium member or the partners in the selected bidder's would be in the same proportion as outlined in the Proposal of the Bidder at the time of signing of the Agreement. Any changes thereafter in the shareholding pattern of the selected bidder shall be in accordance with the provision of clause 6.3. The Lease Agreement shall be executed between the Lessee and Directorate of

Sericulture & Weaving as mentioned below.

- 6.2 The Lease shall be granted by Directorate of Sericulture & Weaving. The Lease Agreement will be signed between Directorate of Sericulture & Weaving and Lessee. In case of Preferred Bidder being a Consortium, the Preferred Bidder shall collectively sign the Lease Agreement as the Confirming Party.

7 Proposal preparation Cost

- 7.1 Each Bidder shall be responsible for bearing all the costs and expenses associated with the preparation of its Proposal and its participation in the bidding process. The client shall not be responsible or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process

8 Project Inspection and Site Visit

- 8.1 The Bidder, at the Bidder's own responsibility and risk can visit to examine the Project Site and its surroundings and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. The client shall bear no cost, regardless of the outcome of the bidding process.
- 8.2 However, such visits would be subject to the express condition that the bidder will indemnify Directorate of Sericulture & Weaving from and against all liability in respect of physical injury, loss of or damage to property and any other loss, costs and expenses whatsoever caused in carrying out such visits.

9 Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which has been arrived at through connivance or collusion or pooling amongst two or more bidder (s) shall be deemed to be invalid and the concerned Bidder(s) shall forfeit its/ their proposal security, at sole discretion of The Directorate of Sericulture & Weaving.

10 Communication Between Short-listed Parties and Directorate of Sericulture & Weaving

- 10.1 All communications to Directorate of Sericulture & Weaving, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to Directorate of Sericulture & Weaving at the following address

**The Directorate of Sericulture & Weaving
Meghalaya, Shillong**

Phone:7005319081

Email: dირswgovt_megh@hotmail.com

- 10.2 All communications to the bidders shall be sent to the designated person / representative of the party at the address mentioned in the covering / forwarding letter of its Proposal, as addressed to Directorate of Sericulture & Weaving, unless Directorate of Sericulture & Weaving is advised otherwise by the concerned party.
- 10.3 Directorate of Sericulture & Weaving will not entertain or enter into any correspondence (written or oral) with the bidders except where Directorate of Sericulture & Weaving seeks clarification from interested parties or where a party seeks clarification from Directorate of Sericulture & Weaving in writing before submission of Proposal, where upon Directorate of Sericulture & Weaving may provide written clarifications

III. Proposal Document-

11 Contents of RFP

The RFP document consists of following Sections and would include any addenda issued

Volume-I

Section 1: Project Information

Section 2: Introduction to Bidder

Section 3: Proposal format

Volume II

Lease Agreement

12 Clarification on RFP

- 12.1 A prospective Bidder requiring any clarification on the RFP document may notify The Directorate of Sericulture & Weaving in writing or facsimile as per the provisions under clause 21.3.”

13 Amendment of RFP Document

- 13.1 On the basis of the inputs provided by Bidders during Pre-bid conference and any further discussions with any/all bidders, which Directorate of Sericulture & Weaving may hold at its own discretion, the RFP document may be amended. Such amendments shall be intimated in writing by Directorate of Sericulture & Weaving which will qualify as an “Addendum”.
- 13.2 At anytime" prior to the” deadline for submission of Proposals, Directorate of Sericulture & Weaving may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the bidders, modify the RFP document by way of issuance of an “Addendum”.
- 13.3 The Addendum will be sent in writing to all the short-listed parties, who have returned the acknowledgement of RFP document and Notification of Intent to Bid and will be binding on them. Each such Addendum shall become part of the RFP document. The bidders shall promptly acknowledge receipt thereof to

Directorate of Sericulture & Weaving.

14 Bidder's Responsibilities

- 14.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP will be at the Bidder's own risk, and may lead to disqualification of the bid as being non-responsive.
- 14.2 It would be deemed that prior to the submission of the Proposal, the Bidder has:
- (i) Made a complete and careful examination of requirements and other information set forth in this RFP document
 - (ii) Examined all the relevant information as it has received from Directorate of Sericulture & Weaving in respect of the project
 - (iii) Made a complete and careful examination to determine the difficulties and matters incidental to the performance of 'Is obligations under the Lease Agreement, including but not limited to
 - (a) The Project Site
 - (b) Availability of suitable materials
 - (c) All other matters that might affect its performance under the lease agreement.
- 14.3 The technical and the information (if any) provided by the Directorate of Sericulture & Weaving is only for guidance and general information of the bidder. Directorate of Sericulture & Weaving or its advisor, consultant project entrepreneur/ consortiums do not accept any responsibility and liability for its completeness and correctness, any error, omission, inaccurate, or the error of the judgment with respect to information or data provided in this RFP document or otherwise. Directorate of Sericulture & Weaving shall not be liable for any mistake, error or neglect by the bidder in respect of the above.

15 Other Conditions of Bidding Process

- 15.1 Directorate of Sericulture & Weaving reserves the right to contact the Bidder(s), their bankers, their consultants, former clients of the bidder(s) and other such sources for verifying the information, references and data submitted by the bidder(s) in the proposal, without further reference to the Bidder(s).
- 15.2 Failure by the Bidder(s) to provide all requisite information in the Proposal or additional information required by Directorate of Sericulture & Weaving, shall be at the Bidders sole risk and cost and may impact evaluation of the Technical Proposal and/or Financial Proposal besides leading to rejection of proposal as being non-responsive
- 15.3 Directorate of Sericulture & Weaving shall be fully entitled to disqualify any Bidder from bidding process for any reasons whatsoever including but not limited to the following reasons:
- (i) Failure to submit the requisite information (including any additional information requested by Directorate of Sericulture & Weaving and supporting documents within the required time frame
 - (ii) Material inconsistencies in the information submitted
 - (iii) Will full misrepresentation in any document
 - (iv) If a party or entity submits more than one proposal either independently or as part of different Consortium; all such bids will be liable to be rejected
 - (v) Apparent failure to meet any obligations required
- 15.4. In the event Directorate of Sericulture & Weaving disqualifies any bidder under 15.3 above, it shall not be required to disclose there as on for such disqualification.
- 15.5. Any attempt or the efforts by the bidder to influence the processing or evaluation of the proposal or decision-making process of The Directorate of Sericulture & Weaving, or any officer, agent or advisor thereof, may result in the rejection of Proposal in pursuance of this provision, the Bid Security of the concerned bidder shall be forfeited by Directorate of Sericulture & Weaving, at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

IV. PREPARATION OF PROPOSAL

16. Language of the Proposal

- 16.1. The Proposal and related documents to the Proposal and all correspondence exchanged between Bidder(s) and Directorate of Sericulture & Weaving shall be written in English. Supporting documents and printed literature furnished by the Bidder(s) in another language provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.

17. Currency of Proposal and Payment

- 17.1. The currency for the purpose of this RFP shall be Indian Rupees

18. Bid Security.

- 18.1 The Proposal shall be accompanied by a Bid Security in Indian Rupees for an amount specified in the Data Sheet. The bid security shall be in the form of a Demand Draft from a nationalized or scheduled bank with a branch in Shillong drawn in favor of "Director of Sericulture & Weaving, Meghalaya, Shillong, Directorate of Sericulture & Weaving", payable at Shillong. Any proposal not accompanied by the Bid Security shall be summarily rejected.
- 18.2 The Bid Security shall be kept valid through the Proposal Validity Period. Upon any extension of the Proposal Validity Period, the validity of the Proposal Security shall be extended by the Bidder(s) by the corresponding period through issue of a fresh DD of the required amount maintaining the same terms and-condition Clause.
- 18.3 Any extension of the validity of the Bid Security shall be provided to Directorate Sericulture & Weaving, a minimum of seven calendar days prior to the expiry of the validity of the Bid Security being extended. Directorate of Sericulture & Weaving reserves the right to reject the proposal submitted by any Bidder(s) who fail to extend the validity of the Bid Security in line with provisions of this Clause

- 18.4 Bid Security of unsuccessful bidder(s) shall be returned by Directorate of Sericulture & Weaving within a period of thirty(30) days from the date of execution of the Lease Agreement with the Selected Bidder
- 18.5 The Bid Security of the Selected Bidder shall be released on receipt of Performance Security from it in accordance with the provision of Lease Agreement
- 18.6 In addition to the above, Directorate of Sericulture & Weaving will promptly release all Bid Securities in the event Directorate of Sericulture & Weaving decides to determinate the bidding process for any reason whatsoever
- 18.7 The Bid Security shall be forfeited by the bidder in the following cases:
- The bidder withdraw sits proposal after Proposal Due Date and during Proposal Validity Period, including any period of extension
 - In the case of a Selected Bidder, if it fails to sign the Lease Agreement or furnish the required Performance Security to Directorate of Sericulture & Weaving within the time specified in the Notice of Award
 - In case the proposal of the bidder is determined as being non-responsive due to its being “conditional or “qualified” or for any other reason, in the opinion of Directorate of Sericulture & Weaving.
- (IV) Attempt to influence any official of Directorate of Sericulture & Weaving
- (V) Withdrawal or modification of the bid after the proposal due date

19. Proposal Validity Period

- 19.1. The Proposal shall remain valid for a period not less than 90 days from the Proposal Due Date. Directorate of Sericulture & Weaving reserves the right to reject any Proposal which does not meet this requirement.

20. Extension of Proposal Validity Period

- 20.1 Directorate of Sericulture & Weaving may request for one or more extensions of the Proposal Validity Period for a total period up to 150 days from the Proposal Due Date. Such request to the bidder (s) shall be made in writing at least seven (07) days prior to expiration of the proposal validity period. If any

bidder does not agree to the extension, it may withdraw its Proposal without inviting action of forfeiture of its Bid Security by giving notice in writing to Directorate of Sericulture & Weaving of its decision prior to the expiration of the Proposal Validity Period. In case Directorate of Sericulture & Weaving does not receive any written notice of withdrawal prior to expiration of the proposal validity period, the requested extension shall be deemed to be accepted by the Bidders.

20.2 The Proposal Validity Period of the Selected Bidder shall be automatically extended till the date on which the Lease Agreement is signed and is in force.

20.3 When an extension of the Proposal Validity Period is requested, bidder(s) shall not be permitted to change the terms and conditions of their Proposal(s)

21 Pre-Bid conference

21.1 A Pre-Bid Conference shall be held in order to clarify and discuss any provisions or requirements related to the Project, this RFP document or any other related issue with the interested bidders, who have purchased the RFP document.

21.2. Attendance of Bidders at the Pre-Bid Conference is not mandatory. However, subsequent to the meeting, Directorate of Sericulture & Weaving may not respond to the questions or inquiries from any party who has not attended the pre-bid meeting, at its own discretion and not provided the Acknowledgment of RFP document and Notification of Intent to Bid

21.3. All questions to be raised at the Pre-Bid Conference should be submitted to Directorate of Sericulture & Weaving in writing or facsimile or electronic mail at least two working days before the date of the Pre-bid meeting and a soft copy of the same shall be e-mailed at the address listed in Clause 10.1 of this Section. Inquiries / observations / comments received after the aforesaid time limit will not be addressed during the Pre-Bid Conference.

21.4. Directorate of Sericulture & Weaving at its discretion may respond to queries submitted by the conference attendees after the date of the Pre-bid meeting. Such response will be sent in writing to all the short-listed parties who have returned the Acknowledgment of RFP document and Notification of Intent to Bid and such response will qualify as an “addendum”.

- 21.5. No query lies from any prospective bidder shall be entertained after the pre-bid conference even in the event of the proposal due date being extended by Directorate of Sericulture & Weaving.

22. Formats and Signing of Proposal

- 22.1 The bidders are required to submit their proposals/bids in accordance with the guidelines set forth in this RFP document and in the Advertisement . In order to enable consistency among Proposals/Bids and to facilitate smooth evaluation by Directorate of Sericulture & Weaving, the formats in which the bidders will provide information / data comprising Proposals /Bids is given in this RFP document. Directorate of Sericulture & Weaving reserves the right to evaluate only those proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP. Technical Bids should be submitted both on **ONLINE** mode as well as in hard copy.
- 22.2. The proposal shall be signed and stamped on each page initiated by a person or person duly authorized to sign on behalf bidder holding Power of Attorney as per the format providing in the form 2 Section 3 of this RFP document.
- 22.3 If the Proposal consists of more than one volume, Bidder shall clearly number volumes constituting the Proposal and provide indexed table of contents for each volume.

V. Submission of Proposal

23. Sealing and Marking of Proposal

23.1 The Proposal including Eligibility and Financial shall be submitted in a separate sealed envelope. The envelope containing the Proposals shall have written on the top as the case maybe:

Envelope “A” - “Proof of Eligibility for Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh”

Envelope “B” - “Bid Security for Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh”

Envelope “C” - “Technical Proposal for Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh”

The Financial Proposal to be submitted shall also be in separate "sealed envelope mentioning

Envelope “D” - “Financial Proposal for Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh”

The afore mentioned four Envelopes A, B, C and D shall be sealed in an outer envelope and marked as follows:

“Proposal for Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh”

- 23.2. Each of the Four Envelopes shall indicate the complete name, address, telephone numbers (with country and city code), electronic mail address and facsimile number of the Bidder.
- 23.3. Each Envelope containing the Proposal shall be addressed to:-

The Director of Sericulture & Weaving, Meghalaya, Shillong,
Directorate of Sericulture & Weaving
Meghalaya
Phone: 7005319081
Email: dirswgovt_megh@hotmail.com

- 23.4. Each Bidder shall submit 2 (Two) copies (original + copy) of the Eligibility & Technical proposal. There shall be a single copy of the Financial Proposal. The proposal copies will be marked as “Original” and “Copy”.
- 23.5. All envelopes including inner and outer envelope shall indicate the name and address of the lead member / lead partner to enable the Proposal to be returned unopened in case it is declared late or otherwise not accompanied by the other Proposal documents.
- 23.6. Directorate of Sericulture & Weaving reserves the right to reject any Proposal which is not sealed and marked as instructed and Directorate of Sericulture & Weaving will assume no responsibility for the misplacement or premature opening of the Proposal.

24. Proposal Due Date

- 24.1. Proposal should be submitted at or before 1100 hours Indian Standard Time (IST), on Proposal Due Date, as stated in the Schedule of Bidding Process, at the address given in paragraph 23.3, in the manner and form as detailed in the

RFP Document. The Proposals submitted by facsimile transmission will not be accepted.

- 24.2. Directorate of Sericulture & Weaving may at its sole discretion extend the Proposal Due Date by issuing an addendum uniformly for all Bidders.

25. Late Proposal

- 25.1. Any Proposal received by Directorate of Sericulture & Weaving after 1100 hours on the Proposal due date will not be accepted.

26. Modifications / Substitution / Withdrawal of Proposals.

- 26.1. A Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification; substitution or withdrawals received Directorate of Sericulture & Weaving by the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.
- 26.2. Any Bidder may withdraw its Proposal on or prior to the Proposal Due Date without inviting action for forfeiture of its Bid Security. Withdrawal or modification by the Bidder of its Proposal after Proposal Due Date shall entitle the Directorate of Sericulture & Weaving to forfeit the Bid Security
- 26.3. The modification, substitution, or withdrawal notice shall be sealed, marked and delivered in accordance with Clause 23, with the envelope being additionally marked “MODIFICATION”, “SUBSTITUTION” OR “WITHDRAWAL” as appropriate.

VI. Proposal Opening and Evaluation

27. Proposal Opening

- 27.1. Directorate of Sericulture & Weaving will open the proposals, including withdrawals, modifications made pursuant to Clause 26 in the presence of Bidder's designated representatives who choose to attend, at the time, date and location stipulated in the Schedule of Bidder.

The names of the bidder who have withdrawn shall be read out first. The proposal of such bidders who have withdrawn "their proposals in accordance with Clause 26 shall not be opened.

- 27.2. Subsequently, all envelopes marked "Modification" shall be opened and submissions therein read out in appropriate detail.

- 27.3. Directorate of Sericulture & Weaving would subsequently examine responsiveness of Proposals in accordance with the criteria set out in Clause 29.

- 27.4. In the event of a single bid submission, Directorate of Sericulture & Weaving reserves the right to accept or reject the bidding process and the decision of Directorate of Sericulture & Weaving shall be final in this regard.

In case of Directorate of Sericulture & Weaving accepting a single bid, the Envelope C containing financial proposal will be opened subject to the single proposal is found to be eligible.

28. Confidentiality

- 28.1. Directorate of Sericulture & Weaving shall treat the contents of all Proposals and other documents, information and solutions submitted by the bidders as confidential. Directorate of Sericulture & Weaving shall take all reasonable precautions to ensure that all persons having access to such material maintain confidentiality in respect of the same. Directorate of Sericulture & Weaving shall not divulge any such information, unless it is directed to do so by any authority, which has power to order its release

28.2. Each party to whom this RFP document is issued, shall, whether or not the / it submits a proposal, treat this RFP, related clarifications, information and solutions provided by Directorate of Sericulture & Weaving in relation to this Project or bidding process as confidential for a period of five-years from the date issuance of RFP document package. During this period, the concerned person ore the entity shall not disclose or utilize in any manner, any such documents, information or solution, without prior written approval of the Directorate of Sericulture & Weaving, unless he/it is required to do so in pursuance of any applicable law.

Intellectual Property contained in this RFP document package is owned by Directorate of Sericulture & Weaving and shall continue to be owned by Directorate of Sericulture & Weaving

28.3. Directorate of Sericulture & Weaving shall have right to make available the proposal related information provided by the Bidder (s) to its advisors / consultants / project entrepreneur / consortiums etc. for the purpose of availing their assistance in evaluating the Proposals. Each bidder shall have the right to make available this RFP document and related documents / information to its advisors / consultants and to the concerned financial institutions for the purpose of preparation of its proposal and for achieving financial closure. Directorate of Sericulture & Weaving and bidder shall ensure that their advisor/ consultant and/or financial institutions treat his RFP document and the related information is confidential.

28.4. Any information relating to examination, clarification, evaluation and comparison of Proposals and recommendations for the selection of the Selected Bidder shall not be disclosed to any Bidder or any other person not officially concerned with such process.

29. Determination of Responsiveness

29.1. Prior to evaluation of Proposals, Directorate of Sericulture & Weaving will determine whether each Proposal is substantially responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- (a) Is received by the Proposal Due Date including any Extension thereof pursuant to Clause 24;
- (b) Is signed sealed and marked as stipulated in Clause 22 and Clause 23;
- (c) Is accompanied by the Power of Attorney in the format specified in Form 2 of Section 3;
- (d) is accompanied by Bid Security as specified in Clause 18;
- (e) Contains all the information as requested in this RFP;
- (f) Contains information in the formats same as those specified in this RFP;
- (g) Mention the validity period as set out in Clause 19;
- (h) Is accompanied by MoU (for Consortium) as stipulated in Clause 5.4;
- (i) Fulfill all conditions and contains all undertakings and obligations as required by this RFP;
- (j) Contains no false or misleading information or statement or undertaking.

29.2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- (a) Which affects in any substantial way the scope, quality, or performance of the Project, or
- (b) Which limits in any substantial way, inconsistent with the RFP Document, rights of Directorate of Sericulture & Weaving or the obligations of the Bidder under the Lease Agreement, or
- (c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

29.3. Directorate of Sericulture & Weaving reserves the right to reject any Proposal which is non-responsive and no request for alteration modification, substitution or withdrawal shall be entertained in request of such Proposals.

29.4. If a bid is deemed to be substantially responsive Directorate of Sericulture & Weaving may seek any clarifications, information etc., it may deem fit, before deciding whether the bid is responsive or not.

30. Clarifications/Additional Submissions

30.1. To facilitate evaluation of Proposals, Directorate of Sericulture & Weaving may at its sole discretion, seek clarifications or additional submission in writing from any Bidder regarding its proposal. Not with standing anything contained in the RFP Document, Directorate of Sericulture & Weaving reserves the right to take into consideration any such clarifications / additional submissions sought by it for evaluation of the

31. Evaluation of Proposals

31.1. Directorate of Sericulture & Weaving will evaluate and compare only the Proposals determined to be substantially responsive in accordance with Clause 29. The Proposal will be evaluated for substantive compliance and marking.

31.2. Only those firms, who meet the eligibility criteria and are found to be substantially responsive to the requirements as specified in this document and obtain the qualifying marks, will be nominated as qualified bidders for purpose of opening of financial proposals and their evaluation.

31.3. Proposal Evaluation

31.3.1. **Technical score:** Technical score out of 100 shall be given on the basis of a Technical submission by the bidders and the experience of the firm, which will carry the following marks:

S. No.	Parameters	Maximum Marks
1	Experience of operating a Hotel :- A. Above 30 rooms – 20 Marks B. 21to29rooms – 10 Marks C. 11 to20rooms – 5 Marks	20
2	Experience of operating hotels in the North East A. 3 or more hotels – 20 Marks B. 2 Hotels – 10 Marks C. 1 Hotel – 5 Marks	20
3	Detailed Operational Plan to operate the premises	20
4	Experience of operating hotels within 75 kms radius of the premises (2 Stars & above) A. 3 hotels or more – 20 Marks B. 2 Hotels – 10 Marks C. 1 Hotel – 5 Marks	20
5	Experience in operating retail outlets dealing in silk fabrics, weaves & handicrafts A. 3 or more – 20 Marks B. 2 Outlets – 10 Marks C. 1 Outlet – 5 Marks	20
	Total	100

31.3.2 A bidder has to score at least 70 on the above parameters. Those bidders scoring more than 70 will qualify for the Financial Bid opening.

31.3.3 Under the QCBS method, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. Similarly, the highest evaluated Technical proposal shall be given the maximum technical score (St) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T+ P=1) indicated in the Data Sheet :

$S = S_t \times T \% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

The weights given to the Technical and Financial Proposals are: T= 80% and P= 20%

The Consultant will be required to submit one specific quote under the financial proposal.

32. Evaluation of Eligibility

- 32.1. Directorate of Sericulture & Weaving will carry out a detailed evaluation of the Proposals previously determined to be substantially responsive in order to determine whether the firm or the consortium is eligible to participate in the bidding process in accordance with the requirements set forth in the Proposal Documents. In order to reach such a determination, Directorate of Sericulture & Weaving will examine and compare the eligibility aspects of the Proposals on the basis of the information supplied by the Bidders. (Proof of Eligibility)
- 32.2. The evaluation of Eligibility Proposal will be on Pass/Fail basis with due justification for each case. The assessment will be based on Eligibility Criteria as given in the RFP document.
- 32.3. Subsequent to the evaluation of eligibility and if a bidder is found to be eligible based on the submissions under the “Proof of Eligibility” documents, such a bidder’s technical proposal shall be opened and evaluated. Only those bidders whose marks are 70 or more on evaluation of the contents of technical proposal envelope will be eligible for financial proposal opening.
- 32.4. An Evaluation Committee shall be formed by Directorate of Sericulture & Weaving to evaluate the proposals received from the bidders. The decision of the Evaluation Committee shall be final in all respect.

33. Financial Proposal Evaluation

- 33.1. Evaluation of Financial Proposal shall be based on the bidding parameter as specified in the Data Sheet

33.2. The Selected Bidder shall be the Bidder whose Proposal has been determined to be substantially responsive to the RFP and whose financial proposal has been evaluated as per the financial evaluation criteria

33.3. The Financial Proposal shall be evaluated on the following criteria:

33.3.1. The annual lease rental offered to Directorate of Sericulture & Weaving on per square meter area per month basis of built-up area to be escalated by 10% in a block of every three years —The bidder offering the highest lease rental and who has been found responsive and technically qualified shall be selected bidder.

34. Interpretation of Documents

34.1. Directorate of Sericulture & Weaving will have the sole discretion in relation to:

- (i) The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- (ii) All decisions in relation to the evaluation and ranking of Proposals

Directorate of Sericulture & Weaving will have no obligation to explain or justify its interpretation of this RFP document, the Proposal (s) or their supporting / related documents / information or to justify the evaluation process, ranking process or selection of the Preferred Bidder

34.2. In the event of any conflict between the Information and Instructions to Bidder(s) and the Lease Agreement, the documents shall be given the following priority

- (i) Lease Agreement
- (ii) Information and Instructions to Bidder (s)

34.3. Directorate of Sericulture & Weaving reserves the right to use and interpret the Proposal documents, data etc it receives from the Bidder(s) in its absolute discretion.

CHAPTER-VII. Award of Lease

35. Notice of Award and Signing of Lease Agreement

- 35.1. The Selected Bidder would be notified in writing by Directorate of Sericulture & Weaving.
- 35.2. Following the issuance of the Notice of Award, the Preferred Bidder shall be required to sign the Lease Agreement, as per the draft of the Lease Agreement provided in the Section 4 of this volume of document.
- 35.3. The Lease Agreement shall be executed between Preferred Bidder and Directorate of Sericulture & Weaving while the Selected Bidder shall be the Confirming Party as specified in Clause 6 above
- 35.4. *The Lease Agreement shall also include the existing structure housing the weaving centre which shall also be renovated and leased out to the selected bidder on the same terms & conditions at a later date. The final decision on this shall however rest with the Government.*

36. Right to Accept Any Proposal and To Reject Any or All Proposal

- 36.1. Notwithstanding anything contained in this RFP Document, Directorate of Sericulture & Weaving reserves the right to accept or reject any Proposal and to terminate the bidding process and reject all Proposals, at any time prior to the issue of Notice of Award, without incurring any liability towards the rejected bidder(s) or any obligations to inform the affected bidders(s) of the grounds for rejection and without assigning any reason for the same
- 36.2. Directorate of Sericulture & Weaving reserves the absolute right to cancel, terminate, change or modify this procurement process and / or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

37. Performance Security

The Preferred Bidder shall furnish Performance Security by way of Bank Guarantee in favor of Directorate of Sericulture & Weaving, as per the format provided along with the Lease Agreement and the Data Sheet. The Preferred

Bidder shall provide the Performance Security prior to execution of the Lease Agreement, within three weeks of issue of Notice of Award to the Preferred Bidder.

- 37.1. The Performance Security shall be valid till the completion of the furnishing of the built-up structures for making the Resort operational which is 2 (two) months from date of signing of the Agreement. The same shall be returned to the selected bidder within 30 days of the submission of the completion certificate from the competent authorities.

38. Corrupt or Fraudulent Practices

- 38.1. Directorate of Sericulture & Weaving desires to observe a high standard of ethics during the procurement and execution of this Lease Agreement. In pursuance of this Clause, Directorate of Sericulture & Weaving
- will not accept a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Lease Agreement in question; and
 - will declare a firm in eligible, to be awarded the Lease Agreement if it at any time determines that the firm has engaged in corrupt or fraudulent practices, for this Agreement or in the past for the purpose of this provision, Directorate Sericulture & Weaving defined the set forth as follows:-
 - “Corrupt practices” means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Lease Agreement execution; and
 - “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process of the execution of a Lease Agreement and includes collusive practices among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificial, non-competitive levels and to deprive Directorate of Sericulture & Weaving of the benefits of free and open competition.

39. Sources of Funds.

39.1. The responsibility to raise funds for Project shall rest with Lessee

40. Security Deposit : On release of performance security the selected bidder will provide a security deposit amounting to Rs. 5,00,000/- (Rupees five lakhs only) in the form of D.D or Bank Guarantee for the entire lease period. This deposit will be released to the party only on successful completion of the Lease period as per terms of the Agreement.

VIII. SCHEDULE OF BIDDING PROCESS

#	Event Description	Date
1.	ISSUE OF RFPTOPROSPECTIVE BIDDERS (ON ALLWORKING DAYS FROM 10.00 A.M. TO 5.00 P.M. FROM THE OFFICE OF THE DIRECTOR, DIRECTORATE OF SERICULTURE & WEAVING)	16.12.2023
2.	LAST DATE FOR RECEIVING QUERIES	03.01.2023
3.	PRE-BID CONFERENCE	03.01.2023
4.	LAST DATE FOR SUBMISSION PROPOSALS (PROPOSAL DUE DATE)	10.01.2023 before 11:00 A.M
5.	OPENING OF ELIGIBILITY PROPOSAL FOR RESPONSIVENES CHECK	10.01.2023
6.	PENNING OF FINANCIAL PROPOSALS	10.01.2023
7.	ISSUE OF LETTER OF INTENT (LOI)	To be intimated
8.	SUBMISSION OF LETTEROF ACCEPTANCE (LOA) BY SELECTED BIDDER	Within 7 days of issue of LOI
9.	SIGNING OF THE LEASE AGREEMENT	To be intimated

Clause Reference	Data
1	<p><u>Name of the project:</u></p> <p>Furnishing, Operation, Maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh</p>
2.	<p>Location of the Project:</p> <p>The District Sericulture Office, Nongpoh , Ri-Bhoi District</p>
10.1	<p>Name and Address of the Directorate of Sericulture & Weaving:</p> <p>The Directorate of Sericulture & Weaving, Meghalaya, Shillong Directorate of Sericulture & Weaving Shillong, Meghalaya Phone: E-mail:</p>
16	<p>Proposal Language</p> <p>English</p>
16	<p>Currency:</p> <p>Indian Rupee</p>
19	<p>Period of proposal Validity:</p> <p>90days from the proposal due date</p>
17	<p>Amount for Bid Security:</p> <p>Rs, 5,00,000 (Rs. Five Lakh only)</p>
23	<p>No. of copies of Proposal:</p> <p>Along with original proposal (marked original) Single copy of proposal (marked copy) shall be submitted. Only a single copy of the Financial Proposal is to be submitted</p>
33.3.1	<p>Bidding Parameter:</p> <p>Highest lease rental offered on per square meter basis per month of built-up area to be escalated by10% in a block of every three years during the lease period</p>
	<p>Bid Evaluation</p> <p>Responsiveness Check</p> <p>Pre-Qualification based on eligibility criteria as per the RFP document</p> <p>Financial proposal evaluation-Highest lease rental offered on per square feet, per month basis</p>

Clause Reference	Data
37	<p><u>Performance Security:</u></p> <p>Performance Security: Rs. 10,00,000/-by way of a bank guarantee or one year's equivalent of lease rental whichever is higher</p>
	<p><u>Lease Period</u></p> <p>10 (Ten) Years from the date of Estimated Date of Completion (EDC) or COD, whichever is earlier subject to satisfactorily performance of the party.</p>
	<p><u>Proposal Opening</u></p> <p>10. Eligibility Proposal to be opened on 10.01.2023 at 3.00 pm at the office of the Directorate Sericulture & Weaving in the presence of bidders' representatives on the proposal submission date for checking responsiveness.</p> <p>Financial proposal shall be opened in the presence of the representative of qualified bidders on 10.01.2023 at the office of the Directorate of Sericulture & Weaving.</p>
	<p><u>Pre Bid Conference</u></p> <p>Shall be held on 03.01.2023 at the office of the Directorate of Sericulture & Weaving, Shillong at 11:00 Hrs</p>

APPENDICES

APPENDIX I

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

FORMAT FOR LETTER OF APPLICATION AND UNDERTAKING

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

Date:

The Director, Directorate of Sericulture & Weaving, Shillong-,Meghalaya

Sub: Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

Being duly authorized to represent and act on behalf of (herein after referred to as "the Bidder"),and having reviewed and fully understood all of the pre-qualification requirements and information provided, the undersigned hereby express our interest in the development of the above project and apply for qualification for the Project referred above.

We are enclosing our Proposal in one Original and One Copy with the details as per the requirements of the document for four evaluations.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We further hereby state, agree and declare the following:-

(a) Notwithstanding with any qualification or conditions, whether implied or not

otherwise contained in our bid we hereby represent and confirm that our bid is unqualified and unconditional in all respect.

- (b) We, in case of consortium all members, are not barred by Directorate of Sericulture & Weaving, Government of India, Government of Meghalaya, or any state government or any of their agencies from participating in similar project.

Our Bid for selection is valid for six months from the last date of submission.

Yours faithfully,

Authorized Signatory Designation

Director,
Sericulture & Weaving,
Department of Textiles

APPENDIX

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

DETAILS OF BIDDER

1.
 - (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 entrepreneurs /consortiums (an entrepreneur along with an experienced operator in the field) of proven track record and experience for development the hospitality sector including details of its main lines of business and proposed roles and responsibilities in this Project.
3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone No:
 - (f) E-mail Address:
4. Details of individual(s) who will serve as the point of contract / communication for Directorate of Sericulture & Weaving
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone No.
 - (e) E-mail address:
5. In case of Consortium:
 - (a) The information above (1-4) should be provided by all the Members of the Consortium

APPENDIX-3A

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL

(To be executed by the bidder and Lead Member in case of consortium)

(On a Stamp Paper of relevant value)

POWEROFATTORNEY

Known all men by these presents, we _____ (name and address of the registered office) do here by constitute, appoint and authorize Mr./Ms. _____
_____(Name and Address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Development of above titled Project

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

Signature of the attorney

Attested

Witness: Executant

Notes:

1. To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case maybe.
2. 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 chafes 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.
3. Also, where required, the executants(s) 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 here under on behalf of the Bid.
4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be closed in lieu of the Power of Attorney.

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed by all members)

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas Directorate of Sericulture & Weaving, has invited Proposals from interested parties for Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages Complex at Nongpoh.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the Bid Document 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 proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s._____ M/s._____ and M/s._____
(the respective names and addresses of the registered office) do hereby designate M/s._____ as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's proposal for the Project, including submission of application / proposal, participating in conferences ,responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Directorate of Sericulture & Weaving, any other Government Agency or any person, in

connection with the Project until culmination of the process of bidding and thereafter till the Lease Agreement is entered in to with Directorate of Sericulture & Weaving.

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

Dated this Day of 20 .

(Executants)

(To be executed by all the members of the Consortium)

Note:

- a. 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.
- b. Also wherever required, the executant (s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/of attorney for the designation of power here under on behalf of the bidder.

APPENNDIX-4

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

(To be executed by each Member of Consortium)

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this Day of, 20

Name of the Bidder/Consortium Member

Signature of the Authorized Person

Name of the Authorized Person

APPENNDIX-5

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

FORMAT FOR AFFIDAVIT

(Separate Affidavits are to be submitted by each member in case bidder is a Consortium)

(Affidavit should be executed on a non-Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)

1. I, _____ the undersigned, do hereby certify that all the statements made in the proposal are true and correct
2. The undersigned also hereby certifies that neither our firm M/s.....
nor any of its directors/ constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reason attributed to us, during last five years prior to the date of this application nor have been barred by any agency of GOI or GOM from participating in any projects of BOT or otherwise
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Board to furnish pertinent information deemed necessary as requested by Directorate of Sericulture & Weaving to verify this statement or regarding my (our) competence and general reputation
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of The Directorate of Sericulture & Weaving

Signature. of authorized person

Name

Designation

Name of Firm

Date

APPENDIX - 6

Furnishing, Operation, Maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE MEMBER

Bid Response Sheet 1

Format for financial capacity of entrepreneurs who are experienced operators in the field of Hospitality with proven track record and experience.

Name of the bidder/Lead member in case of consortium-----

Annual turnover in Rs.crores

Year-----

Year-----

Year -----

Signature of Authorized Person

Note:

1. The above stated Financial Capability shall be duly certified by a Statuary Auditor in the format provided as Bid Response Sheet 5
2. The Financial Year would be considered as one for the period starting with
3. 1st April of one calendar year till the 31st March of next calendar year. Year 1 will be the last financial Year. Year 2 shall be the year immediately preceding year and the same method will be followed by the year three.
4. This should accompany (a) Audited Annual Accounts for the last three-year (b) solvency certificate (c) Latest income certificate (d) Income tax return file for the last three financial year.

APPENDIX - 7

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh.

Bid Response Sheet2

Format for Certification by Statutory Auditor

This is to certify that M/s (Name of the Bidder) has an Annual Turnover of Rs. -----
-----Lakhs for the Year-----and Rs. -----
----Lakhs for the year-----and Rs-----Lakhs for the year-----

Seal

Signature of Statutory Auditor Name

Name of the Statutory Enrolment Body

Membership No-----

Note:

To be provided by Single Entity Bidder and by financial member of Consortium.

APPENNDIX-8

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)

(On Non-Judicial stamp paper of Rs. 100/-or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered this_____ day of at

Among

_____ (Herein after referred as “_____”) and

Having office at_____, India Party of the First Part

And

_____ (herein after referred as”) and

having office at_____,India Party of the Second

Party.

And

_____ (herein after referred as”)and

having office at____India Party of the Third Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Directorate of Sericulture & Weaving has invited proposals from entities interested in Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh hereinafter called the “Project” as per the terms contained in the RFP Document and as may be specified in the terms of Lease Agreement issued alongside.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall carry out all responsibilities as Entrepreneur / consortium in terms of the Lease Agreement.
2. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Member	Type of Member	Role & Responsibility
1.		
2.		
3.		

3. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Lease Agreement to be executed-oo-award-at the Project.
4. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project
5. That this MoU shall be governed in accordance with the laws of India and courts in Shillong shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Witness:

First Party

Second Party

Third Party

NOTARY

APPENDIX – 9

Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh

GUIDELINES FOR PROVIDING INFORMATION RELATED CRITERIA

1. The bidder should provide the financial capability based on its own audited financial statements.
2. The annual turnover should be net of excise and similar duties as reflected in their Audited Annual Accounts.
3. The Financial Year would be considered as one for the period starting with 1st of April of one calendar year till 31st March of next calendar year. The bidder and in case of consortium shall provide audited Annual Accounts for the last three years.

APPENDIX – 10

“Furnishing, operation, maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh”

1. Mortgage or pledging of the land or building is not permitted.
2. Securing all permissions and sanctions from the concerned authorities for construction of the building and providing utilities and infrastructure shall be the responsibility of the Entrepreneur / consortium at his own cost. However, assistance maybe provided by the department in obtaining the permissions wherever possible.
3. In case of selected bidder, it shall submit performance guarantee of Rs. 15,00,000/- by way of a bank guarantee from a nationalized bank. The BG shall be valid till the commercial operations date (COD) or (EDC) of the project, whichever is earlier

The selected bidder shall adhere to the norms set by Directorate of Sericulture & Weaving with respect to the furnishing and operations of the complex.

FINANCIAL PROPOSAL FORMAT

FORM 1: COMMITMENT LETTER

To be submitted by each Bidder or in case of a Consortium, by each Member, proposing financial support to the project.)

(To be provided by Bidder on Letter Head of the respective firm)

From:-----

[Name and address of the bidder or in case of a Consortium, by each member]

**The Director of Sericulture & Weaving, Meghalaya, Shillong
Directorate of Sericulture & Weaving
Shillong, Meghalaya
Phone:7005319081
Email: dirswgovt_megh@hotmail.com**

------(NAME) of Bidder or Member in case of a Consortium, Bidder in response to a Request for Proposal (“RFP”) issued by Directorate of Sericulture & Weaving ,is submitting a Proposal dated (date to be inserted) , to implement the “Furnishing, operation maintenance and transfer of Textile Restaurant, Retail Plaza complex & Cottages complex at Nongpoh”

-----Name of Bidder or Member in case of a Consortium, with its registered office at (insert address), has agreed to commit the sum [insert the amount in Rupee] (the “Committed Sum”) in capital contributions and support to enable the Bidder/Consortium meet its obligations

Form of Capital Contribution Support	Total for the Bidder	Member's Commitment	Percentage
Cash Contributions			
Contingent Cash Contribution			
Guarantees			
Grants			
Total			

(2) The committed sum is subject only to the following conditions:

- (i) Final approval of the Project Agreement and Financial Agreement;
 - (ii) Financial close; and
 - (iii) No material adverse change in the financial conditions of the capital provider
- (3) The Capital provider (or a committee of the Board with delegated authority) has considered and approved:
- i) Financial Proposal and
 - ii) Financial Profile
- a) The Capital provider (having made reasonable and diligent enquiry) believes that the Lessee would have the sufficient resources to meet the obligations
- b) The Capital Provider has considered and approved this letter

NAME OF [BIDDER or CONSORTIUM]

SIGNATURE -----

NAME -----

TITLE -----

DATE -----

Note:

FORM 2: PRICE PROPOSAL FORMAT

(On the Letter Head of the Bidder)

**The Director Sericulture & Weaving, Meghalaya, Shillong
Directorate of Sericulture & Weaving ,
Shillong, Meghalaya
Phone:
Email:**

**Sub: Furnishing, operation maintenance and transfer of Sericulture & Weaving at
Nongpoh**

Being duly authorized to represent and act on behalf-----and
having reviewed and fully understood all requirements of bid submission provided
in the RFP document and subsequent clarifications provided in relation to project /
we hereby provide our Price Proposal

1. Lease Period: 10 years (Ten years)

Per month Lease Rental Rs. 50,000/-

(Lump sum)

I/We confirm that we will pay the monthly lease rental as committed above with in
the tenth day of every month, along with the escalation of 10% in a block of every
three years, pay the Performance Security as specified in the RFP document and
Lease Agreement

Name of Bidder

Signature of the Authorized Person

Request for Proposal

For

**Furnishing, Operation,
Maintenance & Transfer**

Of

**Textile Restaurant, Retail Plaza complex & Cottages
Complex**

At

Nongpoh

MEGHALAYA

This Agreement is made at Shillong this-----day of, 2022

Between

GOVERNMENT OF MEGHALAYA, DIRECTORATE OF SERICULTURE & WEAVING through Director Tourism, Meghalaya, Shillong (hereinafter referred “The Lessor” which expression shall, unless the context otherwise requires, include its successors and assigns) of the One Part;

AND

----- (Successful Bidder), entrepreneur who is experienced operator in the field of Hospitality with proven track record and experience for development in the hospitality sector and having his office at (thereinafter referred to as “The Lessee” which expression shall include where the context so demands, its successors, nominees and assigns) of the Other Part:

“The Lessor” & “The Lessee” are individually referred to as “Party” and collectively as “Parties”.

WHEREAS

- (a) Government of Meghalaya, Directorate of Sericulture & Weaving is desirous of furnishing, operation maintenance and transfer of the Textile Restaurant, Retail Plaza Complex & Cottages Complex at Nongpoh through lease of the constructed facilities by the bidder for tourism activities on a plot of land measuring **1108.19**sqm in Nongpoh, Ri Bhoi District more particularly defined under Article 1.1 herein and hereinafter referred to as the ‘Land’
- (b) **DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA**, had taken up development of the Resort on its own and the structures have already been built. Now the Lessor wants to lease out the furnishing, operation and maintenance of the said property to the lessee on a lease for a period of 30 (Thirty years).

- (c) DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA, had carried out a transparent bidding process in the month of 2022 and the Lessee had been selected
- Through the said process. A letter of Intent dated had been issued to the Lessee for the same.
- (d) The Lessor has agreed to provide to the Lessee the Land and the structures thereon free from all encumbrances charges, mortgages, lien, court (litigation), attachments or any kind of charges.
- (e) The Lessee has already paid the Lessor a Demand Draft/Banker's cheque of Rs 10,00,000/- (Rupees Ten Lakhs Only), (Performance security to ensure that the furnishing work is completed within 2 (two) months vide-----
-----as a pre-condition to the execution of this Agreement to be maintained with DIRECTORATE OF SERICULTURE & WEAVING , MEGHALAYA, throughout the furnishing period. This performance security shall be released to the Lessee on successful completion of the furnishing of the structures.
- (f) It has now been agreed to, by and between the Parties, hereto that the Lessor shall give and the Lessee shall take on lease the Land (with the constructed buildings) on the terms and condition and in the manner herein after provided.

NOW THIS Lease Agreement witnessed and it is agreed by and between the Parties here to as follows:

ARTICLE-1

DEFINITIONS

- (1) 'The Land shall mean and include all the land area of 1108.19 sq m site at The Sericulture Office, Nongpoh
- (2) 'Project' shall mean the Resort to be furnished, operated and maintained on the Land equipments installed therein to be used for the purposes of the Project and including but not limited to the furniture, fixtures and equipments, other related facilities installed or affixed and all additions, modifications, alterations and extensions thereto as may be affected by the Lessee from time to time as per the approved and sanctioned plans.

- (3) 'Transfer' with its grammatical variations shall mean and include transfer of possession by way of 'Lease' of the Land for furnishing and operation of the Project.
- (4) 'Force Majeure' shall have the meaning as set out in Article 15.
- (5) "Gross Turnover" means all revenues and-incomes of—a derived directs or indirectly from the operation of the Project facilities including rental and other payments received from sub-lessees, if any, and all other revenues accruing from the use of these facilities. It being specifically understood and agreed that Gross Turnover shall also include (I) interest income (ii) Any income arising out of the sale of fixed assets and income arising out of extraordinary items.
- (6) "Date of Possession" means the date of handing over the possession of the Land by the Lessor to the Lessee. For all practical purposes, it would be the Date of this Lease Agreement unless specified otherwise.
- (7) "Commencement of Operation of the Project" shall mean the date when the complex is open for the guests with at equipment's installed, including but not limited to the furniture, fixtures add equipment's, other related facilities installed or affixed with any and all addition, modification, alterations and extensions thereto as may be affected by Lessee from time to time, for the purpose of receiving guests and rendering services.
- (8) "Lease" shall have the meaning asset out in Article 2.
- (9) "Term" shall have the meaning set out in Article 5.
- (10) "Prudent Utility Practices" means (in the absence of any express provision in the Technical Specifications or Performance standards) the methods and standards, on any particulars issue of construction, restoration, operation and Management of the Facilities (I) of any Component Authority, and (ii) as would be followed by a prudent and experience operator in a project of similar nature and magnitude to the Project as per the generally accepted standards of quality and performance.

ARTICLE-2
GRANT OF LEASE

Unless terminated in accordance with the provisions of this Agreement and on the Lessee paying the consideration in accordance with the provisions of Article 4- Consideration Lease Money of the Agreement, the Lessor hereby grants to the Lessee and the Lessee hereby accepts the leasehold right in the Land along with vacant, uninterrupted and unobstructed possession of the Land together right to develop, finish and furnish, operate and maintain the Project for general commercial operation and any other ancillary activity connected with operating of the Project without interruption of any nature whatsoever from the Lessor or any person claiming for and behalf of the Lessor for the Term(As set out in Article 5) and on the terms and condition as set out in the Agreement

ARTICLE-3
DEVELOPMENT OF THE PROJECT
(FURNISHING, OPERATION & MAINTAINENCE)

- (1) The Lessee shall get the Restaurant furnished in accordance with the plans already approved by DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA at the cost approved by the Dept.
- (2) Be it mentioned here that while making the final drawing for the furnishing and setting up of the equipments of the Project the Lessee has to ensure a minimum subject to actual feasibility of the project to be decided by the Lessee.

ARTICLE-4

CONSIDERATION LEASE MONEY

(1) The Lessee shall pay a monthly lease rental calculated at Rs 50,000/- on Lump sum basis along with the escalation of 10% in a block of every three years as per the payment schedule attached to the Lessor. The Monthly Rent shall be paid with in the tenth day of the month.

(2) The “Lease rental” will be paid through one demand draft/banker's Cheque as acceptable to DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA, favouring DIRECTOR OF SERICULTURE & WEAVING, MEGHALAYA,)” payable at Shillong, Meghalaya from a scheduled/non-scheduled bank acceptable to the Lessor on or before the 10th day of the beginning of the month.

In addition to the above the selected bidder will have to deposit an amount of Rs 5,00,000/- (Rupees five Lakhs only) as Security Deposit which will be retained throughout the Lease period as security for performance of the terms and condition

ARTICLE-5

TERM OF LEASE

- (1) Unless terminated in accordance with the provision of this Agreement, in consideration of the Lease Rent hereby reserved, and in consideration of the observance of all the terms and conditions as set out in this Agreement by the Parties the Lessor hereby unequivocally and irrevocably grants to the Lessee, the Lease in the land and structures therein, free from all encumbrances, to hold and enjoy, without any interruption , the land with the structures for a period of thirty years ('Term') commencing from the date of handing over the possession of the land to the Lessee. However, the Lessee shall have no claim, whatsoever, under the said agreement in respect of the land ownership. Absolute, unconditional and unencumbered ownership of the land vests with the Lessor without any dispute. No part of the Premises will either be temporarily or permanently alienated at any stage and the said Premises so furnished and operated would be used strictly for the purpose of Textiles-tourism.
- (2) The option of renewal shall be exclusively with the Lessor with the first right of refusal being with the Lessee; and be it mentioned here that, if for any reason the Lessee decides to exercise this option to discontinue the Lease beyond the Term, the Lessor shall pay to the Lessee Rs.1 (Rupees one only) for the Premises and other structures appurtenant there to along with the fixtures and fitting there to being handed over to the Lessor free from occupancy of sub-lessee, if any.

ARTICLE-6
OBLIGATIONS OF THE LESSEE

- (1) The lessee should furnish, operate and maintain the facilities developed as a part of the Project by itself.
- (2) The lessee should begin the Project immediately and not later than 30 days from the handover of the land to the Lessee.
- (3) Provide Lessor with the Performance. security as security deposit as laid out in Article 9 (1) of this Agreement.
- (4) Operate and maintain the Facilities as its cost in accordance with the Prudent Utility Practices and the terms and condition of this Agreement, with the objectives of providing adequate service standards to the users and ensuring that at end of the Lease Period, including extension thereof, the Project is transferred to DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA, or its nominated agency in fair condition, subject to normal wear and tear having regard to the terms and condition of this Agreement.
- (5) The Lessee shall organize the supervision, monitoring and control of the operation and Management of the Project as may be necessary to ensure the proper performance of their respective obligations under the Agreement in accordance with the condition of Clearances, Prudent Utility Practices and the terms and conditions of this Agreement.
- (6) Upon the termination of the Lease Period, including extension thereof, transfer the Project and Project Assets to the DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA, in accordance with the terms and conditions of this Agreement.
- (7) Promptly intimate in writing notify the Competent Authorities and hand over to the many archaeological finds, treasures and precious and semi-precious minerals discovered at the Project Site by the Lessee or its employees, agents and

- (8) Be responsible for implementing the environment and safety norms as desired by the applicable laws throughout the lease term. The lessee shall take reasonable measures to prevent destruction, scarring and defacement of the natural surrounding and environment of the project site.
- (9) Be and remain responsible for all act of commission and omission during the lease tenure even after the return of the project site.
- (10) Be and remain responsible for all the taxes and other statutory or other dues incurred during the lease tenure, even after the return of the lease premises.
- (11) Ensure compliance with all labour, statutory requirement, environment and other health and safety laws as applicable to the project.
- (12) Be and remain responsible for all the payments in respect to the electricity, water supply etc. required for the operation of the resort.
- (13) It shall be incumbent on the part of the Lessee to maintain proper cleanliness and sanitation at the premises. All relevant rules in force in relation to environment covenants shall be complied with by the Lessee.

ARTICLE-7

BUSINESS

- (1) It is agreed and understood by the Lessee that the land with the structures has been leased exclusively for the Project purposes only and not for any other purpose. The Lessee shall not be entitled to set up any other business in the Land.
- (2) The Lessee shall not do or carry out any illegal trade or activities in the Resort that are prohibited by law and are against the social ethics.

ARTICLE-8

TRANSFER / ALIENATE

- (1) The Lessor shall not in any way transfer, sell, alienate, encumber, mortgage or create any charge on the Land (leased premises) during the Term of the Lease.
- (2) The Lessee shall have the right to mortgage, encumber and / or charge its lease hold rights in the land and structures created and erected thereon together with fixtures and fittings and other movable assets/or the Project only without making the Lessor liable for the same. Be it mentioned here that mortgage and/or change (statutory or otherwise) shall be during the continuance of lease only and all such mortgage and/or change will not extend beyond 3 years prior to the date of end of lease term. The lessee should include a covenant to this effect in all its mortgage agreements / Deeds.
- (3) The Lessee shall also have the right to outsource/sub contract any of the services of the Project facilities like Food & Beverage (Restaurant), maintenance, housekeeping, landscaping, pest control, etc during the term of the agreement with the prior permission of the Lessor.

ARTICLE-9
PERFORMANCE SECURITY

(1) For due and faithful performance of its obligations under this Agreement at the time of signing of Lease Agreement, the Lessee shall provide DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA, with a Bank Guarantee as Performance Security Deposit acceptable to DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA. On and from the date of execution of this Agreement, for the furnishing period, the Bank Guarantee shall be for a sum of Rupees 10,00,000/- (Rupees Ten Lakhs only). The failure of the Lessee to provide the same shall entitle DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA, to terminate this Agreement in accordance with the provisions of Section 12. The Performance Security Deposit shall be provided for securing the performance of following obligations of the Lessee:

- (a) Finalize their development schedule and supply contracts and the commencement of the Furnishing Works relating to the Project by the Lessee within 30 (thirty) days of handover of the land parcel with structures to the lease
 - (b) The completion of the Project by the Lessee within two months of handover of the land parcel with structures to the Lessee.
- (2) In the event that the Lessee fails to meet its obligation as outlined above in Clause 1 of this Article 9 the Lessor is entitled to without prejudice to its other rights and remedies here under or at Law, be entitled to call in, retain and appropriate the Performance Security Deposit unless some specific clause has been waived/deferred in writing by the Lessor.
- (3) Forfeiture of Performance Security Deposit
- (a) In the event of the Lessee failing to meet its obligation of achieving Project Completion within 2 months of the handover of the land parcel with the structures, as outlined in Article Sections 9 (1) DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA, shall, without prejudice to its other rights and

remedies hereunder or at Law, be entitled to call in, retain and appropriate the Security Deposit.

- (b) If after achieving Project Completion, the Lessee is in default of the due and faithful performance of its obligations under this Agreement, the DIRECTORATE OF SERICULTURE & WEAVING, MEGHALAYA, shall, without prejudice to its other rights and remedies hereunder or at Law be entitled to call in, retain and appropriate the Performance Security Deposit.
- (4) Return of Security Deposit
 - (A) The performance security deposit of Rs. 10,00,000/- (Rupees Ten Lakhs only) shall be returned to the lessee on the successful completion of the furnishing.
 - (B) In case of termination of the contract due to force majeure event, the security deposit shall be returned to the lessee within 90 days of such termination, or such date agreed upon between both the parties.

ARTICLE—10
OBLIGATION OF THE LESSOR

- (1) The Lessor agrees to provide the Land with the structures free of encumbrances to the Lessee for the Term of the Lease.
- (2) The Lessor shall grant, cause to grant or assist in granting, on a best effort basis the approvals and/or clearances that may be required to set up the Project facilities for operating and maintaining the same provided the Lessee makes an application in the desired format for all such requirements.

ARTICLE-11

RE-ENTRY

- (1) On the expiry of the Term or at any prior determination of the Lease the Lessee shall deliver possession of the Land unto the Lessor including the buildings, houses, fittings and fixture thereat. The Lessor shall pay to the Lessee Re. 1 /- (Rupee one only) for the Project along with other structure appurtenant thereto.
- (2) The contactors/employees hired by the Lessee during the lease term, and any extensions thereof shall automatically not be transferred to the Lessor at the end of the lease term.
- (3) The Lessee should include a covenant to this effect in all its contractual agreements/appointment letters.
- (4) The Intellectual Property Right related to the project other than Trademark shall automatically stand transferred to the leaser on the termination of the lease deed.

ARTICLE-12

TERMINATION OF LEASE

- (1) The Lessor shall have the right to terminate the Lease in the event of default/breach of Article 6 of the Agreement by the Lessee. It is agreed by the Lessee that in the event of termination of this Lease for violation/breach of Article 6 of the Agreement the lessor shall be entitled to terminate this Lease and the provisions of Article 12 (4) shall become operative.
- (2) However, The Lessor shall give a prior notice of 90 (ninety) days to the Lessee to rectify the violation / breach and if the Lessee is unable to rectify the violation /breach within 90 (ninety) days after the initial period of 90 days mentioned in the notice, a final termination notice of 30 (thirty) days time period will be granted by the Lessor before determining the Lease. On termination of the Lease, the provisions of Article 12 (4) shall be operative
- (3) Either party may terminate this Agreement by giving thirty (30) days' notice to the other Party if the event of Force Majeure continues beyond a period of six (6) months and at the end of the notice period, the Agreement shall stand terminated and the provisions of Article 12 (4) shall become operative.
- (4) On termination or earlier expiration of the Lease, the Lessor shall pay Rs. 1 for the Project facilities and other structures appurtenant thereto along with the fixtures and fittings. The Lessee shall pay any balance Lease Rent payable by the Lessee to the Lessor. Along with the payment of the aforesaid amounts, the Lessee shall hand over physical, vacant, unencumbered possession of the Land with the structures to the Lessor.
- (5) In case of the termination of the contract due to force majeure event as outlined in Article 15, the Performance Security Deposit shall be returned to the Lessee within 90 days of termination of such contract.

ARTICLE-13
ARBITRATION

- (1) Every dispute, differences or questions which may at any time arise between the parties here to or any person claiming under them relating to arising out for in respect of this agreement shall be resolved mutually, between the parties, on the spirit of Give and Take . Only as and when the disputes could not be resolved mutually, the matter can then be referred to a sole Arbitrator to be appointed by the Lessor through its Director.
- (2) The Arbitration proceeding, if any shall be in accordance with the Indian Arbitration and Conciliation Act, 1996. The Arbitrator shall give a reasoned decision or speaking award. Dispute arising out of this proposal shall be limited within the jurisdiction of Shillong, Meghalaya.
- (3) It is expressly stated that the Courts of Shillong shall have the exclusive jurisdiction with respect to matters relating to the arbitration including the enforcement of awards.

ARTICLE—14
GOVERNING LAW

- (1) The laws of India shall govern this Agreement.

ARTICLE-15
FORCE MAJEURE

- (1) None of the Parties shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform, any of its own obligations in relation to the Agreement, if the delay to failure is due to any Force Majeure.

- (2) "Force Majeure" is any event as set out below: Act of God , war, war like conditions, blockades, embargoes, insurrection, Government direction and intervention of defense authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other epidemic quarantine, Acts of war, acts of terrorism or sabotage, major structural repair and/or destruction of the Resort and/or infrastructure, prolonged failure of energy, revocation of approvals, no objection, consent, license granted by the government change of laws, action and/or order by statutory and/or government authority, acquisition or dispossession of the land or any part thereof , third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.
- (3) The Parties hereby agree undertake that this Agreement shall be correspondingly extended for the period the Force Majeure Events continues to fulfill their respective obligations and the other shall not claim any damage or lodge any other claim in respect of loss incurred by reason of delay.
- (4) In order for a Party taking benefit of the Provisions of Force Majeure in this Article 16, a Party claiming Force Majeure relief shall:
- (i) Give immediate notice to the other Party of the event said to constitute Force Majeure, and the obligation whose performance could be delayed, reduced or prevented thereby, and as soon as practicable information about the circumstances of such event, in as much detail as is then reasonably available and the steps and time believed necessary to mitigate and remedy the Force Majeure situation.
 - (ii) Supplement and update the above Notices on a weekly basis during such claimed Force Majeure period.
 - (iii) Give or procure access, at the request, expense, and risk of the other Party and at reasonable times for a reasonable number of the other Party's representatives, to examine the scene of the event and any other evidences, including documentary evidence which gave rise to the Force Majeure claim;

- (iv) Proceed with diligence and at its own expense to take such steps as would be taken in accordance with prudent practice to mitigate and remedy the failure as soon as possible.
- (5) Prior to resumption of normal performance, the Parties shall continue to perform their obligation pursuant to this Agreement, to the extent not prevented by such force

"Majeure-event. Within three (3) days starting on the day the Force Majeure Event ends, the Affected Party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligation under this contract.

- (6) Either Party may terminate this Agreement after giving the other Party a prior notice of thirty (30) days in writing in the event of an Event of Majeure continues for a period of six (6) months.

ARTICLE -16 INTELLECTUAL PROPERTY RIGHTS

- (1) The Lessor expressly agrees and acknowledges that the intellectual property rights in _____ and in the furnishing operation and maintenance of the Resort belong to and the Lessee is the exclusive authorized licensee.
- (2) Ownership in Intellectual Property Rights: Either Party hereby acknowledges that it does not have, and shall not acquire by virtue of this Agreement, any rights to or under Intellectual Property Rights vested in the other Party. Either Party agrees to do nothing by act or omission, which would impair the other Party's rights, ownership and title in Intellectual Property Rights.
- (3) No Contest: Each Party agrees not to contest, deny or dispute the validity of any Intellectual Property Rights owned by the other Party and not to assist others in doing so, and not to take action of any kind, in consistent with the holding of all such Intellectual Property Rights by such other Party.

- (4) Infringement: Either Party shall forthwith notify the other Party upon being acquainted through any source whatsoever of any and all infringements or threatened infringements of the Intellectual Property Rights owned by the other Party and any attempt on the part of anyone to register, copy, infringe upon or imitate such Intellectual Property Rights.
- (5) The Lessor expressly agrees and declares that the Lessor does not have any rights and/or interest of any nature whatsoever, in the trademarks, service marks, copyrights, trade secrets, confidential information of the Lessee and the plans of the Resort of which the Lessee is the owner and undertake that it shall not claim any such right neither during the existence of this Agreement nor at any time in future. However, the Lessee shall retain the name of Orchid Resort in addition to any other name given to the Resort.

ARTICLE-18
AMENDMENTS

- (1) This Agreement shall not be altered, modified or amended except in writing duly signed by or on behalf of the parties.

IN WITNESS THEREOF the leaser and the lessee through their respective authorized official subscribe their signature and seal here to on this_____of_____2011
signed, sealed and delivered by

The Authorized Signatory

SCHEDULE LEASE RENTAL TO BE PAID ON MONTHLY BASIS

[illegible]