TOURISM CORPORATION OF MANIPUR LIMITED

REGD OFFICE: THE DIRECTORATE OF TOURISM,
NORTH A.O.C, IMPHAL,
IMPHAL WEST, MANIPUR, INDIA, 795001
CIN: U55209MN2016SGC013482

NOTICE INVITING TENDER

Imphal, the 7th September, 2026

No. 02/02/2019 – TCML(Pt.2): In pursuance of the approval conveyed by the Government vide letter No.TP-T-2/20/2021-TSM-TSM-Part(1) dated 29.04.2022 and TP-T-2/1/2020-TSM-TSM-Part(3) dated 25.06.2026 , the Tourism Corporation of Manipur Limited(TCML) invites bids from intending reputed Firms/ Agency/ Company for Operation and Maintenance under PPP Mode of the following project:

Sl. No.	Name of the project for PPP
1	**Khongjom War Memorial Complex at Thoubal District, Manipur**

Detailed, Request for Proposal (RFP) document containing information on eligibility, dates and timelines, required formats etc shall be available in the website www.manipurtourism.gov.in and www.manipurtenders.gov.in .

7.09.2026

(Khumanthem Diana Devi)

Project Director, TCML, Manipur

Copy to :

1. Commissioner, Tourism, Government of Manipur.
2. Deputy Commissioner, Thoubal, Manipur
3. Director (IT), Manipur .
4. Mr. Laimayum Gyanprakash , Office Assistant, TCML - with a request to kindly upload the above Notification in the Department's website : www.manipurtourism.gov.in and Government website: www.manipurtenders.gov.in
5. Relevant File.

TOURISM CORPORATION OF MANIPUR LIMITED (TCML)

Common Request for Proposal

For

Operation and Maintenance

Of

Khongjom War Memorial Complex at Thoubal District, Manipur

Under Public Private Partnership Mode.

Disclaimer & Confidentiality

This Request for Proposal (RFP) is issued by The Tourism Corporation of Manipur Limited (TCML), Manipur, a registered Government Undertaking Company, Under the Company Act.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither TCML,MANIPUR, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of TCML, MANIPUR. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither TCML, MANIPUR, nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry-out its own investigation into the proposed objectives of the Project, the regulatory regime which applies thereto and by and all matters pertinent to the said Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the Project.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

TCML accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. TCML, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

TCML also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

TCML may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. TCML may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

The issue of this RFP does not imply that TCML is bound to select a Bidder or to appoint the Selected Bidder, as

the case may be, for the Project and TCML reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TCML or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and TCML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding.

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1. INTRODUCTION

1.1 The Department of Tourism (DoT) Constructed **"Khongjom War Memorial Complex at Thoubal District, Manipur"** with a project cost of **Rs. 15.88 Crore.** The same Project has been handed over to TCML for operation and maintenance.

1.2 TCML proposes to lease **"Khongjom War Memorial Complex at Thoubal District, Manipur"** on an "as-is where is" basis to a private player for operation and maintenance of the Project. The details of properties are provided in **APPENDIX I–PROPERTY DETAILS**. The Selected Bidder shall be responsible for operation and maintenance of the Project in accordance with the provisions of a Concession Agreement / Lease Agreement to be entered into between TCML and the Selected Bidder in the format provided by TCML. TCML will grant the Selected Bidder the Lease for Project Facilities for a specified time period (the "**Lease Period**"). The Financial Bid (the "**Financial Bid** or **Bid**") should be submitted along with the Proposal (Separate envelop).

1.3 The LA (Lease Agreement) shall set forth the detailed terms and conditions for the grant of the Lease to the Selected Bidder, including the scope of the Selected Bidder's services and obligations. At the end of the Lease Period, the Project Facility (as defined in the LA), including all developments carried out by the Lessee and the assets provided by TCML shall revert back to TCML, free of cost and free of all encumbrances.

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

2. Summary:

Leasing of **"Khongjom War Memorial Complex at Thoubal District, Manipur"** properties in the State of Manipur on Operation and Maintenance basis.

Sl. No.	Particulars	Description
1.	Description of Property	**"Khongjom War Memorial Complex at Thoubal District, Manipur"**
2.	Total Value of Property	**Rs. 15.88 Crore**
3.	Duration of lease	**20 Years**
4.	The value of property put on lease	**Rs. 15.88 Crore**
5.	Contract Value	**3% of Value of Property put on lease x Contract Tenure i.e 3% of 15.88 Cr. x 20 Years = 9.53 Cr.**
6.	Bid Security	**2 % of Contract Value = Rs. 19.06 lakh**
7.	Performance Security	**3% of Contact Value = Rs. 28.59 lakh**

8.	Bid criteria	**The Highest value of technical bid (70 or more than 70) to qualify for Financial bid and Highest value of Financial bid for awarding the contact** **Financial:** Bidder are to bid the annual fee along with increment thereof in the format bellow with Upfront payment of premium payable at the time of signing the agreement plus percentage revenue share gross revenue of the project to be quoted by the Bidders plus Minimum Guarantee Payment subject to increase in 5% every 5 years **1. 0 – 5 years: Rs……..** **2. 6 – 10 years: Rs…….** **3. 11- 15 years: Rs……..** **4. 16 – 20 years: Rs……**
9.	Bid Evaluation Method	**Highest value of Financial bid**
10.	Minimum Pass Marks in Technical	**70**
11.	PPP Model	**Operation and Maintenance of "Khongjom War Memorial Complex at Thoubal District, Manipur"**
12.	Bid Document Fee	**Rs. 5,000/- in favour of "Project Director TCML" Payable at Imphal.(non refundable)**

3. Bidding schedule:

Sl. No.	Information	Details
1.	Notice inviting RFP	**7th September, 2026**
2.	Last date & Time for submission of Pre-Bid Queries for Clarification	**13th September, 2026**
3.	Pre-bid meeting and Clarification	**18th September, 2026**
4.	Last date, Time (Deadline) and Address for submission of Technical & Financial Bids	**30th September, 2026**
5.	Opening of Technical Bids	**1st October, 2026**
6.	Opening of Financial Bids	**Will intimate later**
7.	Contact person for queries	**Project Director, TCML**
8.	Website where proposal in response to RFP Notice is to be uploaded	www.manipurtenders.gov.in www.manipurtourism.gov.in

4. Eligibility Criteria

4.1 TECHNICAL ELIGIBILITY CRITERIA/Capacity

i. Bidders should be a firm, organization, Private Limited company, which duly registered under an appropriate Act.

ii. Preference to be given to Bidder belonging to the Local firms/society fulfilling the eligibility criteria.

iii. Bidder should have the following documents

a. Trade license from the concerned local body, Municipality, Corporation, Registrar Office etc.

b. GST registration certificate

c. Current account in the name of the firm, organization, Private Limited company.

d. Registration Certificate of Establishment issued by Registrar office

e. Declaration for submission of Labour License within 15 days from issuance of LoA

f. Audited statement for last 2 financial year

4.2 Financial Eligibility Criteria/Capacity

i. Bidders should have a minimum Net Worth (for the last Financial Year) of Rs. 10 lakh as at the close of the financial year preceding the Proposal due date.

ii. Bidders should have a minimum average Annual Turnover of Rs. 9.528 lakh for last 2 (two) financial year (i.e 20% of annual contract value)

Note:

❖ Financial capacity of the parent/ subsidiary/associate company will not be considered during evaluation.

5. Scope of the Project

i. The Bidder is required to operate and maintain the existing properties and the facilities.

ii. The Bidder shall not be allowed to make any modification of the structure. However appropriate modifications may be considered subject to the approval of the Government of Manipur and **no claims shall be made physically and financially on the modification undertaken.**

NB: The above is only indicative and given for better understanding of the potential bidders. The condition laid in the RFP and Lease Agreement is conclusive and binding on the bidders.

6. BRIEF DESCRIPTION OF BIDDING PROCESS

6.1 TCML has adopted a two-stage process (referred to as **the "Bidding Process"**)for selection of Bidder for the Project.

6.2 Applicants (the "Bidders") are being called upon to submit their Proposal pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by TCML as part of this Bidding Process (collectively the **"Bidding Documents"**), as modified, altered, amended and clarified from time to time by TCML, and all Proposals shall be prepared and submitted in accordance with such terms.

6.3 The Proposal shall be valid for a period of not less than 12 (twelve) months from the Bid Due Date (the "**Bid Validity Period"**) or for any extended period agreed to by the Bidder. TCML reserves the right to reject the

Proposal which does not meet this validity requirement. Further details of the Bidding Process and the terms thereof are spelt out in this RFP.

6.4 No associate, subsidiary or a group company of the Bidder will be permitted to bid for the project.

6.5 Any queries or request for additional information concerning this RFP shall be submitted in e-mail within the time frame provided to the officer designated in Clause 3.

"Queries / request for additional information: Common RFP for Agreement for the Operation and maintenance of Tourism Projects **"Khongjom War Memorial Complex at Thoubal District, Manipur"**

7. INSTRUCTION TO BIDDERS

7.1 General terms of bidding

7.1.1 Notwithstanding anything to the contrary contained in this RFP, the detailed terms prescribed in the Lease Agreement (LA) specific to the Project shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the LA.

7.1.2 All Bidders are required to submit their Proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency, the format in which Bidders have to specify the fundamental aspects of their Proposal has been outlined in this RFP.

7.1.3 Submission of the Proposal in response to this RFP will be Online in **www.manipurtenders.gov.in** and submit the bid security and tender fees as demand draft to the office of TCML as designated in Clause 3.

- **Part 1 Submission: Technical Proposal and Presentation**
- **Part 2 Submission: Financial Proposal.**

7.1.4 The presentation should include

- New Concept & attractive aesthetic
- Additional features for up-grades(e.g.: use of Non Conventional energy)
- Promoting Green/eco-friendly environment
- Water Harvesting Measures
- Customer centric features
- Promotion and Advertising locally & Nationally (Ideas & approach)
- Waste disposal mechanism.
- Facilities management system.
- Future plan
- Marketing plan
- Project Audit Mechanism and Reporting

7.2 Components of the proposal are enumerated below;

Tender Fee of **Rs. 5,000/- (Rupees five thousand only)(NON – REFUNDABLE)**in the form of a Demand Draft in the name of the Project Director, TCML payable at Imphal and drawn on any Scheduled Commercial/ Nationalized Bank.

- **<u>Part 1 Submission</u>: The following documents are to be submitted:**

i. Covering letter in the format provided in **APPENDIX II** - FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING
ii. General Information of the Bidder in the format provided in **APPENDIX III**
iii. Bid Affidavit in the format provided in **APPENDIX IV** – FORMAT OF BID AFFIDAVIT
iv. Bid undertaking in the format provided in **APPENDIX V** – FORMAT OF BID UNDERTAKING
v. Anti-Collusion Certificate in the format provided in **APPENDIX VI** – ANTI-COLLUSION CERTIFICATE
vi. Letter of Commitment from the Bidder as per the format in **APPENDIX-VII**
vii. Commitment to the Minimum Project Requirements (as per the Draft LDA) in the format as specified in **APPENDIX VIII** - COMMITMENT TO THE MINIMUM PROJECT REQUIREMENTS
viii. Bid Security in the form of demand draft or Bank guarantee (**APPENDIX IX)**
ix. Format of Net Worth in **APPENDIX – X**
x. Cash flow statement (**APPENDIX – XII)**
xi. Format for declaration of submission of Labour License in **APPENDIX – XIII**
xii. Copy of trade license from the concerned local body, Municipality, Corporation etc.
xiii. Copy of the GST registration certificate
xiv. Registration Certificate of Establishment issued by the Department of Labor.
xv. A copy of the lease agreement in case of hotel/resort/ motel is taken on lease basis.
xvi. Technical Roadmap with deliverables and indicative project plan

- **<u>Part 2 Submission:</u>**

Financial Bids in the format provided in **APPENDIX XI – FORMAT FOR FINANCIAL BID.**

**** Financial**: There shall be increased in the annual lease fees for every 5 years. Bidder are to bid the annual fee along with increment thereof in the format below:

0 – 5 years	6 – 10 years	11- 15 years	16 – 20 years
Rs.	Rs.	Rs.	Rs.

7.3 Cost of bidding

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

7.4 Site visit and verification of information

7.4.1 Bidders are encouraged to submit their respective Proposals after visiting the Project Site and ascertaining for themselves the site and property conditions, soil characteristics, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

7.4.2 It shall be deemed that by submitting a Proposal, the Bidder has:

- Made a complete and careful examination of the Bidding Documents. Failure to comply with the requirements of the RFP shall be at the Bidder's own risk
- Received all relevant information requested from TCML
- Acknowledge and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of TCML relating to any of the matters referred to in this RFP.

- Satisfied itself about all matters, things and information including matters referred to in this RFP, necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this RFP shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from TCML, or a ground for termination of the LA for any Project
- Agreed to be bound by the undertakings provided by it under and in terms hereof

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

7.5 Right to accept or reject any or all bids

7.5.1 Notwithstanding anything contained in this RFP, TCML reserves the right to accept or reject any bid, and to annul the Bidding Process, and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

7.5.2 TCML reserves the right to reject bid for any Project and appropriate the Bid Security for that Project and en-cash the bank guarantee as per the provisions.

7.5.3 Any misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur during the evaluation of bids and the Selected Bidder for a Project gets disqualified / rejected, then TCML reserves the right to:

- Invite the remaining Qualified Bidders who had bid for the Project and whose Financial Eligibility Criteria has not been exhausted as per the process followed in Bid submission.
- Take any such measure as may be deemed fit in the sole discretion of TCML, including annulment of the Bidding Process

TCML shall also have the right to appropriate the Bid Security or the Performance Security as the case may be, for selected or all Projects, in the event of misrepresentation by the Bidder(s).

7.5.4 In case in future if it is found any material misrepresentation or materially incorrect or false information furnished by the bidders, then,

- The Selected Bidder shall be disqualified forthwith for that Project, if not yet appointed by issue of LA.
- If the Selected Bidder has already been issued LA for a Project and the Selected Bidder has signed the LA with TCML for that Project, the LA shall be terminated, by a communication in writing by TCML to the Selected Bidder.

  In such an event, TCML shall appropriate the Bid Security or Performance Security for the Project, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to TCML for, inter alia, time, cost and effort of TCML, without prejudice to any other right or remedy that may be available to TCML under this RFP or law.

7.5.5 TCML reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of TCML to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of TCML there under.

7.6 Clarifications

7.6.1 To facilitate evaluation of Proposals, TCML may, at is sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. The request for such clarifications or substantiation and the response shall be in writing or by facsimile. No material change in the Proposal would be permitted by way of such clarification / substantiation submitted by the Bidder.

7.6.2 However, TCML reserves the right not to respond to any question or provide any clarification or consider any amendment(s) suggested by the Bidders, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring TCML to respond to any question or to provide any clarification or consider any amendment suggested by the Bidders.

7.6.3 TCML may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. Verbal clarifications and information given by TCML or its employees or representatives shall not in any way or manner be binding on TCML.

7.6.4 TCML will not entertain any deviations to the RFP at the time of submission of Proposal or thereafter. Proposal to be submitted by the Bidder would have to be unconditional and unqualified and the Bidder would be deemed to have accepted the terms and conditions of this RFP and all its contents including the terms and conditions of the draft LA. Any conditional Proposal shall be regarded as Non-Responsive and would be liable for rejection.

7.7 Amendment of RFP

7.7.1 At any time prior to the Bid Due Date, TCML may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.

7.7.2 Any Addendum thus issued will be sent in writing or through e-mail and shall be binding on all Bidders.

7.7.3 In order to afford the Bidders a reasonable time for taking into account the contents of any Addendum, or for any other reason, TCML may, at its own discretion, extend the Bid Due Date by an appropriate period.

8. PREPARATIONS AND SUBMISSION OF PROPOSALS

8.1 Content, format, signing and submission of Proposals

8.1.1 Bidders should provide all information as per this RFP and in the specified format. TCML will evaluate only those Bids that are received in the required formats and are complete in all respects.

8.1.2 The Proposal shall be typed or written in indelible ink and signed by the Authorized Signatory of the Bidder who shall also initial each page, in blue ink. All alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

8.2 Bid Due Date

8.2.1 The Proposal should be submitted before 12:00 P.M. IST, on the Bid Due Date, at the address provided in Clause-3, in the manner and form as detailed in this RFP.

8.2.2 TCML may, at its sole discretion, extend the Bid Due Date by issuing an Addendum – accordance with Clause 8.4 – uniformly to all Bidders.

8.3 Late Proposals

8.3.1 Proposals received by TCML after the time and date mentioned in Clause-3 shall not be eligible for consideration and shall be summarily rejected.

8.4 Modifications / substitution / withdrawal of Proposal or select Bids

8.4.1 The Bidder may modify, substitute or withdraw its Proposal or Bid for select Projects from the Proposal, after submission of the Proposal, provided that written notice of the modification, substitution or withdrawal is received by TCML prior to the time mentioned in clause 6.3 No Proposal / Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

8.4.2 The modification, substitution or withdrawal notice shall be prepared and submitted before the Bid Due Date.

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

8.5 Rejection of Proposals / bids

8.5.1 TCML reserves the right to accept or reject all or any of the bids . Reasons for rejection will be intimated to the bidder with proper communication and will also be placed at public domain.

8.5.2 TCML reserves the right not to proceed with the Bidding Process for the Project at any time, with proper notice.

8.6 Validity of Proposal

8.6.1 The validity of the Proposal shall be as mentioned in Clause-3.

8.7 Bid opening

As per schedule given in Clause-3.

8.8 Language and currency

8.8.1 The Proposal and all related correspondence and documents should be in the English language. Supporting documents and printed literature furnished with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposals, the English language translation shall prevail.

8.8.2 The currency for the purpose of the Proposal and Bid shall be Indian Rupees unless otherwise stated.

8.9 Confidentiality

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

8.10 Correspondence with the Bidders

8.10.1 TCML shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of the Proposal or any Bid.

9. BID AND PERFORMANCE SECURITY

9.1 BID SECURITIES

9.1.1 The Proposal shall be accompanied by a Bid Security (the **"Bid Security"**) equal to **2% of Contact Value**

9.1.2 Bid Security for the Project must be valid till the date of submission of Performance Security for Implementation Phase as defined in the LA for that Project, and may be extended as per the directions of TCML from time to time. The Bid Security can either be through demand draft, payable in Imphal of a Nationalised Bank in India.

9.1.3 If the Bid Security is submitted in the form of a single demand draft and the amount is less than the total amount required as explained in Chapter-3, TCML shall not consider any such bid where Bid Security is inadequate.

9.1.4 Bid Security of un-successful Bidders would be returned on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by TCML.

9.1.5 The Selected Bidder's Bid Security for the Project can be withdrawn upon the Selected Bidder furnishing the Performance Security in accordance with the provisions of the LA for the Project. TCML may, at the Selected Bidder's option, adjust the amount of Bid Security for the above-mentioned Project in the amount of Performance Security for the Project to be provided by the Selected Bidder in accordance with the provisions of the LA for the Project.

9.1.6 TCML shall be entitled to appropriate and en-cash the Bid Security for the Project as mutually agreed genuine pre-estimated compensation / damages on occurrence of any of the events specified in this RFP and any related clauses in the LA for the Project. The Bidder, by submitting its Proposal pursuant to this RFP, would be deemed to have acknowledged and confirmed that TCML will suffer loss and damage on account of withdrawal of its Bid for the Project or for any other default by the Bidder during the Bid Validity Period. No relaxation on the Bid Security shall be given to any Bidder.

9.1.7 The Bid Security for the Project shall be appropriated by TCML as mutually agreed genuine pre-estimated compensation and damages payable to TCML for, inter alia, time, cost and effort of TCML without prejudice to any other right or remedy that may be available to TCML hereunder or otherwise, under the following conditions:

- If a Bidder submits a Non-Responsive Proposal or if any bid is Non-Responsive;

- If a Bidder engages in Corrupt Practices, Fraudulent Practices, Coercive Practices, Undesirable Practices or Restrictive Practices as specified in Clause 13 of this RFP;
- If a Bidder modifies or withdraws its Proposal or any bid(s) except as provided in Clause 6.5
- If a Bidder withdraws its Bid(s) during the interval between the Bid Due Date and expiration of Bid Validity period, as extended by TCML;
- If a Bidder withdraws or document furnished by the Bidder is found by TCML to be misrepresenting, misleading or untrue in any material respect
- In the case of Selected Bidder, if it fails within the specified time limit –
    - to sign and accept the Letter of Award for a Project
    - to sign the LA for a Project and / or
    - to furnish the Performance Security for Implementation Phase of a Project as per the provisions of this RFP; or
- In case the Selected Bidder, having signed the LA for a Project, commits any breach thereof prior to furnishing the Performance Security for the Project.

9.2 PERFORMANCE SECURITIES

9.2.1 For the Project, the Selected Bidder shall be required to submit Performance Security by way of an annual revolving, unconditional and irrevocable bank guarantee, in favour of Project Director, TCML of a Nationalised bank in India. The Performance Security is for due and punctual performance of the obligations of the Selected Bidder under the LA.

9.2.2 The Performance Security for the project should be **3% of of Contact Value** and it should be submitted on or before the date of signing of the Lease Agreement (LA).

9.2.3 The Selected Bidder should submit the Performance Security for the project for each subsequent year to TCML at least 30 (thirty) days before the expiry of the existing bank guarantee [Bid Security] – to ensure that the Performance Security is always valid as TCML may encash the Performance Security.

9.2.4 The Performance Security shall be en-cashed at the sole discretion of TCML towards any payment to be made by Selected Bidder to TCML and / or against termination eventualities attributed to the Selected Bidder, under the terms of the LA.

10. SPECIAL INSTRUCTIONS

10.1 Special Instructions

10.1.1 All Bidders should note the following:

- The Proposal (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of the Proposal.
- Proposals that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the required information in the specified formats may be considered Non-Responsive and are liable for rejection.
- Strict adherence to formats, wherever specified, is required. Non-adherence to formats may make the Proposal Non-Responsive.

- All communication and information should be provided in writing and in the English language only.

- All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.

- No change in or supplementary information to the Proposal shall be accepted after the Bid Due Date. However, TCML reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by TCML, the Proposal would be evaluated solely on the basis of available information.

- The Proposals shall be evaluated as per the criteria specified in this RFP. However, within the broad framework of the evaluation parameters as stated in the RFP, TCML reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all Bidders.

- Bidders are advised that their Proposals be completely devoid of any conditions, whatsoever. Conditional bids will be rejected.

- TCML reserves the right to stop the Bidding Process at any stage, at its discretion, under intimation to the Bidders, without assigning any reasons for the same.

- Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by TCML is found to be incorrect or is a material misrepresentation of facts, then the Proposal or select bid shall be liable for rejection.

- The Bidder shall be responsible for all costs associated with the preparation of the Proposal. TCML shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

11. EVALUATION AND SELECTION PROCESS

11.1 EVALUATIONS AND SELECTION PROCESS

Selection Criterion: Evaluation will be on the following criterion:

1. Technical (**Total of 100 Marks)**

   a) Past Relevant Experience/ General Information of Bidder (**10 marks) (APPENDIX III)**
   b) Net worth in prescribed format, Commitment to min. project requirement, letter of commitment, anti Collison certificate, bid undertaking and affidavit **(20 marks)**
   c) Trade License, GST certificate, Audited statement for 2(two) financial years, Establishment certificate, Labor License. (**30 marks**)
   d) Manpower of the company/ organization. (**10 marks**)
   e) Presentation before the 'Selection Committee' on the "Detailed Project Plans and Technical Road Map" (**30 Marks**)

2. Financial
   a) Financial Bid in prescribe format. **(APPENDIX XII)**

The bidder achieving 70 or more than 70 in the technical bid will be invited for opening of financial bid and for awarding the contract. In case of a tie where two or more bidders achieve the same highest financial proposal, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.

12.2 Process after identification of Selected Bidder for the Project

11.2.1 In the event of acceptance of the Selected Bidder for the Project, TCML shall notify the Selected Bidder through a Letter of Award (the "**LoA**") (to be issued in duplicate) that its bid for the given Project has been accepted subjected to this RFP.

11.2.2 The Selected Bidder shall within 15 (fifteen) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, TCML may, unless it consents to extension of time for submission thereof, appropriate the Bid Security applicable for the Project and en-cash the bank guarantee [Bid Security]of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by TCML on account of failure of the Selected Bidder to acknowledge the LoA, and take suitable measures as described in Clause 10.

11.2.3 For the Project, as a precondition to the execution of the LA, TCML shall require the Selected Bidder to undertake the payment of the Performance Guarantee on or before the signing of the LDA.

11.2.4 LA would be executed by TCML only upon the payment of the Performance Guarantee and first year Annual Lease Fees and after the satisfaction of all the requirements / conditions prescribed in the RFP.

11.2.5 In the event of the Selected Bidder being a consortium, the Selected Bidder shall incorporate within 60 (sixty) days of the issue of the LoA, an SPC in the form of a private limited company and submit to DoT as proof of having done so, copies of Certificate of Incorporation, Memorandum of Association, Articles of Association, Shareholders' Agreement and all other relevant documents.

11.2.6 The Selected Bidder is also required to submit the Maintenance& Operation Plan within 90 days of issue of LoA by TCML as prescribed in the LA. The Selected Bidder should incorporate in the Maintenance& Operation Plan all comments / suggestions provided by TCML.

11.2.7 Failure of the Selected Bidder to comply with the requirements of one or more of clauses of this RFP shall constitute sufficient grounds for the annulment of the LoA for the Project and forfeiture of the Bid Security for the Project.

11.3 Contacts during Selection Process

11.3.1 The Proposals shall be deemed to be under consideration immediately after they are opened and until such time TCML makes official intimation of award / rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, TCML and / or their employees / representatives on matters related to the Proposals under consideration.

12. LEASE PERIOD & RENEWAL

12.1 The total period of lease will be for 20 (Twenty) years subject to extension solely at the discretion of the TCML for a further period of 5 (five) years at a time subject to the condition that the Operator shall qualify the following parameters.

a. Fulfillment of O & M.
b. Use of the property for the purpose for which it is meant.

c. Confirmation of the maintenance standard.

d. Timely payment of annual fees.

12.2 In case of non-renewal of the LA beyond the Lease Period, the Selected Bidder shall hand over the Project Facilities – including the Project Site on which the same has been developed along with movable and immovable assets and all rights thereto – to TCML free of all encumbrances, at a nominal cost of Rupee 1 (One).

13. PAYMENTS

13.1 The proposal by the Bidders shall be accompanied by a Tender Fee of **Rs. 5000/-(Rupees five thousand only).(Non Refundable)**

13.2 The Tender Fee should be in the form of a demand draft payable at Imphal and in favor of the Project Director, TCML.

13.3 The Selected Bidder for a Project shall deposit an irrevocable automatically revolving Performance Guarantee with a validity of 6 months beyond the agreement period after signing of the LA and the Annual Lease Fees for the first year of the Lease Period on the date of signing of the LA of the Project.

13.4 The bidder shall pay the annual lease fee equally on monthly instalments.

13.5 The Selected Bidder for the Project should make all payments – the Performance Guarantee, the Annual Lease Fees–through demand draft/ Cheque in favour of Managing Director, TCML,

13.6 In addition to the above, the Selected Bidder shall be responsible for payment of all duties and taxes related to the Project. Further, the Selected Bidder will also pay service tax and / or any other applicable taxes, charges, surcharges or levies in relation to the various payments to be made by the Selected Bidder.

13.7 The principal contract between TCML and the Selected Bidder for the Project shall be the Lease Agreement (LA) for that Project.

14. FRAUDULENT PRACTICES AND CORRUPT PRACTICES

14.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the LA. Notwithstanding anything to the contrary contained herein, or in the LoA or the LA, TCML shall reject one or all bids, withdraw the LoA, or terminate the LA, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, TCML shall forfeit and appropriate the applicable Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to TCML towards, inter alia, time, cost and effort of TCML, without prejudice to any other right or remedy that may be available to TCML hereunder or otherwise.

14.2 Without prejudice to the rights of TCML hereinabove and the rights and remedies which TCML may have under the LoA or the LDA, if a Bidder or Selected Bidder, as the case may be, is found by TCML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive

practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the LA, such Bidder or Selected Bidder shall not be eligible to participate in any tender or RFP issued by TCML during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by TCML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

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

- "**Corrupt Practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TCML who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the LA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TCML, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the LA, as the case may be, any person in respect of any matter relating to the Project or the LoA or the LA, who at any time has been or is a legal, financial or technical adviser of TCML in relation to any matter concerning the Project;
- "**Fraudulent Practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- "**Coercive Practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- "**Undesirable Practice**" means (i) establishing contact with any person connected with or employed or engaged by TCML with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- "**Restrictive Practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

15. TERMINATION

15.1 Force Majeure Event or Event of Default.

The Party entitled to terminate the LA either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing to the other Party. The Termination Notice shall be of not more than 30 (thirty) days, ("Notice Period") and at the expiry of the Notice Period, the Contract shall stand terminated without any further notice.

15.2 Material Breach.

In the event that TCML believes that the Bidder (selected) is in Material Breach of its obligations under the Agreement, TCML may terminate the Agreement upon giving a one month's prior written notice to the Selected Bidder. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

If the Bidder is not able to satisfy the Scope of this RFP which translates into Material Breach, then the TCML will serve a seven (7) days written notice for curing this Material Breach. In case the Material Breach continues, after the

expiry of such notice period, the TCML will have the option to terminate the LA and forfeit the Bank Guarantee.

15.3 Obligations during Notice Period.

During Notice Period, the bidder shall, subject to where applicable to the provisions of this Article, continue to perform its obligations under the LA including and not limited to co-operation and co-ordination with the TCML, failing which the Bidder shall compensate the TCML for any loss or damage occasioned or suffered on account of the underlying failure/breach. Even on termination of the LA, the Bidder will be responsible for the continuity of the services to the Stakeholders during the Transition Period.

15.4 Effects of termination

In the event that TCML terminates the LA pursuant to failure on the part of the Bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Bidder may be forfeited.

Upon termination of the LA, the bidder and TCML will comply with the Exit Management Schedule which will be provided by the bidder, and approved by the TCML.

On termination, the bidder will hand over all the assets exclusively purchased and /or created during the term of the LA. All the ownership rights etc on all the assets will always remain vested with the TCML.

If the Bidder fails to complete/achieve the milestone before the scheduled date or the extended date for various activities furnished during the bid process and approved by the TCML. or if the Bidder repudiates the Contract before completion of the Project, the TCML, at its discretion, may without prejudice to any other right or remedy available to the TCML as under the LA recover from the Bidder in the form of Liquidated Damages ("Liquidated Damages") and no further proof regarding loss would be required.

The Bidder may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works or from any other obligations and liabilities under the LA.

15.5 Termination of LA due to bankruptcy of Bidder

Without prejudice to any other rights and remedies available to the TCML, the TCML may serve written notice on Bidder at any time to terminate the LA with immediate effect in the event that the Bidder reporting an apprehension of bankruptcy.

15.6 Bidder's obligations during Notice Period.

15.6.1 Transfer of assets: In case of termination, the TCML shall provide a list of the Project Assets used by the Bidder in pursuant to the Project, which it intends to obtain from the Bidder. Bidder shall transfer all such assets (created/purchased) mentioned in the list to the TCML. In case certain payments are pending for the assets, to be transferred in favour of the TCML, then the Bidder will make all the required payments prior and pursuant to such transfer. All the ownership rights etc on the assets will always remain vested with the TCML. The warranties etc or any other Project Asset purchased by Bidder pursuant to the Project shall be transferred to the TCML.

15.6.2 TCML Supplied Equipment and facilities: Bidder shall handover the peaceful possession of all the equipment and facilities supplied by the TCML including and not limited to TCML Supplied Equipment and to the Project Site, pursuant to the Project. TCML shall be entitled to claim the damages in case of damage to any of the above mentioned equipment, facilities and sites etc by the Bidder.

16. MISCELLANEOUS

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

- suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- consult with any Bidder in order to receive clarification or further information;
- retain any information and / or evidence submitted to TCML by, on behalf of, and / or in relation to any Bidder; and/ or
- independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases TCML, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX I – PROPERTY DETAILS

Sl. No.	Name of Property	Existing Infrastructure	Amount Invested (In Lakhs)
1	Khongjom War Memorial Complex at Thoubal District, Manipur	**KHEBACHING**	
		Tourist Lodge	225.96
		Public Hall	402.58
		Public Toilet-8 user with Bio-Digestive Toilet	78.64
		Solar Lighting:	
		Street & Campus Lighting	150.00
		Memorial Pillar:	
		Beautification of Memorial Pillar	09.71
		Landscaping	09.71
		ECO-PARK	
		Water body	94.16
		Const. of Jetty	03.16
		Cafeteria	98.25
		wooden Bridge	19.52
		Solar Lighting	07.50
		Imphal Khongjom under SD1 Scheme	
		Pedestrian Bridge Over Water Body with Rip Rap Banks	398.33
		Re-Excavation & Rejuvenation of Kombirei Lake along with Lakefront, Island and Water Ways	84.41
		Solid Waste Management Unit (Collection Enclosure)	5.99
		Grand Total(Rs.)	1587.92

Note :

1. Plan for entry and exit ticketing for vehicle and tourist visiting the site should also be presented.
2. Bidder should prepare the PPT presenting all the component wise action taken mentioned above.

APPENDIX II - FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING

(On the letterhead of the Bidder)

Date:

To

The Project Director (TCML), Manipur
North A.O.C.,
Imphal – 795001

Sub: Proposal for operation & maintenance of "Khongjom War Memorial Complex at Thoubal District, Manipur" .

Dear Sir/Madam,

Being duly authorized to represent and act on behalf of……. (here in after referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information collected and provided to us by TCML in respect of the captioned Projects, the undersigned hereby submits the Proposal on behalf of *(Name of the Bidder)* in response to the RFP for the above mentioned Projects in one (1) original and one (1) duplicate, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of 12 (twelve) months from *(insert the Bid Due Date)*

We understand that any omission, commission or miss-statement in facts provided by us will make our Proposal invalid at any time during the Bidding Process and also after award of the Project. TCML reserves the right to take appropriate action accordingly. We understand that TCML reserves the right to accept or reject any or all the bids and reserves the right to withhold and/or cancel the Bidding Process.

We also hereby agree and undertake as under:
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the Lease cum Development Agreement.

Yours faithfully,

For and on behalf of
Name of Bidder

Duly signed by the Authorized Signatory of the Bidder
(Name, Title and Address of the Authorized Signatory)

APPENDIX III – GENERAL INFORMATION

- **Bidder details**

  a. Name of the Bidder
  b. Bidder's Constitution (Proprietorship / Partnership / Private Limited / Public Limited)
  c. Country of incorporation
  d. Address of corporate headquarters and its branch office(s), if any, in India
  e. Date of incorporation and/or commencement of business.
  f. Experience.

- Brief description of the Bidder including details of its main lines of business

  a. Name

  b. Designation:

  c. Company:

  d. Address:

  e. Telephone Number:

  f. E-Mail Address:

.....

Signature of the Authorized Signatory
(Name, Designation and Address)

APPENDIX IV – FORMAT OF BID AFFIDAVIT

(To be furnished by the bidder ***on a Rs. 100- non-Judicial Stamp Paper***
and attested by Notary/ Oath Commissioner)

I, the undersigned, do hereby certify that all statements made in the Proposal are true and correct to the best of my belief and knowledge.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the TCML to verify this statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of TCML.

Deponent
(Signed by Authorized Signatory) (Title of
the Signatory)
(Name of the Organization) (Date)

APPENDIX V – FORMAT OF BID UNDERTAKING

Date: _____

To

The Project Director (TCML) Manipur

North A.O.C.,

Imphal – 795001

Ref: Proposal for operation & maintenance of "Khongjom War Memorial Complex at Thoubal District, Manipur" .

Dear Sir/Madam,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by TCML and in any subsequent communication sent by TCML. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the TCML. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules as given above , examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the TCML, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the TCML in this regard.

We also undertake to present the operation & maintenance Plan for the Project within 90 days of issuance of the Letter of Award for that Project by TCML. We agree to incorporate in the operation & maintenance Plan all comments and suggestions provided by TCML.

We also commit to abide by the decision of TCML on all matters relating to the implementation of the Project and thereafter, the Operations and Maintenance of the Projects.

For and on behalf of:

(Signature of the Authorized Signatory) Name of

the person:

Designation:

Signed by the Bidder

APPENDIX VI – ANTI-COLLUSION CERTIFICATE

(To be furnished by the bidder on their letter heads)

Date: _____

To

The Project Director (TCML) Manipur
North A.O.C.,
Imphal – 795001

Dear Sir/Madam,

Ref: Proposal for Operation & Maintenance of "Khongjom War Memorial Complex at Thoubal District, Manipur" .

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any 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 this Proposal.

Dated this _____ Day of _____, 2026

Name of the Bidder

_____

Signature of the Authorized Signatory

_____

Name of the Authorized Signatory

APPENDIX VIII – FORMAT OF LETTER OF COMMITMENT

(To be submitted by the Bidder)

To

The Project Director (TCML) Manipur
North A.O.C.,
Imphal – 795001

Ref: Grant of Lease for Operation & Maintenance of "Khongjom War Memorial Complex at Thoubal District, Manipur".

Dear Sir/Madam,

This has reference to the Proposal being submitted by _____(*name of Bidder*), in respect of the aforementioned Project.

We hereby confirm the following:

We, _____ have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:

1. The Request for Proposal and the other Bidding Documents issued by TCML
2. All subsequent communications between TCML and the Bidder, represented by _____ (*name of Bidder*)
3. The Bid being submitted by _____ (*name of Bidder*)

Dated this the _____ Day of _____ 2026
For _____
(Name & Designation of person signing on behalf of the Bidder)

APPENDIX VIII - COMMITMENT TO THE MINIMUM PROJECT REQUIREMENTS

Date: _____

To
The Project Director (TCML), Manipur
North A.O.C.,
Imphal – 795001

Ref: Grant of Lease for operation & maintenance of "Khongjom War Memorial Complex at Thoubal District, Manipur".

Dear Sir/Madam,

I, ---------- hereby certify and confirm that, if we were to be awarded the Project by TCML, then the operation & maintenance of the Project shall be in accordance with the requirements as specified in the draft Lease cum Agreement for the Project.

Dated this _____ Day of _____, 2026

Name of the Executants (In case of Single Bidder)

(SINGLE BIDDER)

_____

Signature of Authorized Person

_____

Name of the Authorized Person

APPENDIX IX- FORMAT OF BANK GUARANTEE FOR BID SECURITY

(To be issued by a Nationalized Bank in India)

(To be executed on appropriate value of Non-Judicial Stamp Paper)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head Office / Registered Office at _____ _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favor of Tourism Corporation of Manipur, Manipur, (hereinafter called "TCML") having its office at North A.O.C., Imphal - 795001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS, M/s. _____ Ltd., having its Registered Office at _____ (hereinafter called "the Bidder") which expression shall unless repugnant to the subject or context thereof include its / their executors administrators, successors and assigns, intends to bid to operate and maintain the .....(hereinafter referred to as the Bid).

And whereas, in terms of the RFP, the Bidder is required to furnish to TCML a Bank Guarantee for a sum of *Rs XXXX (Rupees in words)* towards Bid Security for the aforesaid Bid.

KNOW ALL MEN by these presents that we, as the Guarantors are bound to TCML, to pay to it, in terms of this Deed of Guarantee, on behalf of --------- [*Insert the name of the Bidder*] the sum of *Rs XXXX (Rupees in words)*. The Guarantor binds itself and its successors and assigns by these presents. This Bank Guarantee is irrevocable and issue of any prior notice by TCML for invoking it is hereby waived.

Sealed with the Common Seal of the Bank this _____ day of _____ 2026.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

a) The Guarantor, as primary obligor shall, without demur, pay to TCML an amount not exceeding ***Rs XXXX (Rupees in words)*** **(hereinafter referred to as the Guaranteed Amount)**, within 7 (seven) days of receipt of a written demand from TCML calling upon the Guarantor to pay the said amount.

b) Any such demand made on the Guarantor by TCML shall be conclusive and absolute as regards the forfeiture of the Guaranteed Amount due and payable by the Guarantor under this Guarantee.

c) The above payment shall be made without any reference to the Bidder or any other person and irrespective of

whether the claim of TCML is disputed by the Bidder or not.

d) This Guarantee shall be irrevocable and remain in full force for a period of 6 (Six) Months from ___the _____, ____ or for such extended period as may be mutually agreed between TCML and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.

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

f) In order to give full effect to this Guarantee, TCML shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement / non-exercise / delayed exercise of any of its rights by TCML against the Bidder or any indulgence shown by TCML to the Bidder and the Guarantor shall not be relieved from its obligations under this bank guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of TCML or any indulgence by TCML to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

g) The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Signed and Delivered by _____Bank
by the hand of Mr/Ms_____
its _____and authorized official
(Bank's Seal to be affixed)

APPENDIX X – FORMAT FOR NET WORTH

Format for Net Worth

Financial Year	Amount (In Lakhs)

Calculation of Net Worth

The Applicant shall provide an Auditors certificate specifying the Net Worth of the Applicant. The Net Worth shall be calculated either as per Method 1 or Method 2 as prescribed below. Only one of the methods shall be used for the purposes of calculation of Net Worth.

1. **Method 1- for corporate entity**

The Net Worth shall mean (Subscribed and Paid up Equity + Reserves) less (Revaluation Reserves + miscellaneous expenditure not written off).

2. **Method 2- for an individual / partnership firm**

The methodology for calculation of Net Worth is given in the following table.

Sl.	Particulars	In Indian Rupees
1	Listed (quoted) investments at market value (detailed list to be enclosed)	
2	Less: 30% margin on the above	
3	**Net Value of Listed Shares (1-2)**	
4	Investment in unlisted companies *	
5	Other investments at cost (PPF, NSC, NBFC, bank fixed deposits, deposits with exchanges etc)	
6	**Total Net Investment (3+4+5)**	
7	Market value of land and building €	
8	Debtors not exceeding 3 months	
9	Cash and Bank balance	
10	Other liquid assets , if any, (need to be specified) which are used for the purposes of business	
11	**Total Assets (6+7+8+9+10)**	
12	Current liabilities	
13	Long term liabilities	
14	Total Liabilities (13+14)	
15	**Net Worth (11-14)**	

***** *This should be either book value or based on an independent valuation of the investment with supporting valuation reports.*

** Audited Annual Reports should be submitted for supporting the Net worth and Turnover information if the bidder is a company. If bidder is not a company, such audited documents should be attached which can prove the Annual Turnover of the bidder.*

APPENDIX XI – FORMAT FOR FINANCIAL BID

(Financial Bid should be separate for each Project and each Financial Bid should be SUBMITTED)

Date:

To

The Project Director (TCML) Manipur

North A.O.C.,

Imphal – 795001

Ref: Financial Bid for operation & maintenance of "Khongjom War Memorial Complex at Thoubal District, Manipur".

Dear Sir/Madam,

I / we offer to operate and maintenance **of "Khongjom War Memorial Complex at Thoubal District, Manipur"** and its properties on the stipulated terms and conditions and other particulars therein.

I / we hereby offer and agree to pay the Annual fees in the following manner:

0 – 5 years	6 – 10 years	11- 15 years	16 – 20 years
Rs.	Rs.	Rs.	Rs.

I / we understand that TCML is not bound to accept the highest or any Financial Bid received.

I/ we agree that my / our Financial Bid shall remain valid for a period of 12 (twelve) months from the Bid Due Date prescribed for submission of Proposal. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP. I / we agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project.

There will be no grant, positive or negative from TCML.

For and on behalf of:

Signature:

(Authorized Signatory and Signatory of the Bidding Company) Name of the

Person:

Designation:

SEAL OF THE BIDDING ENTITY

APPENDIX XII: Projected Cash Flow Statement (20 years)

Project Milestones	Timeline in Years									
	1	2	3	4	5	6	7	8	9	10
1										
2										
3										
4										
5										

Projected Cash-flow Statement

Cash Inflow	Timeline in Years									
	1	2	3	4	5	6	7	8	9	10
A. Year-Wise Gross Cash inflow										
Cash Outflow	1	2	3	4	5	6	7	8	9	10
B. Year-Wise Cash Outflow										
C. Year-Wise Gross Cash Flow = (B – A)										

APPENDIX XII: Projected Cash Flow Statement (20 years)

Project Milestones	Timeline in Years									
	11	12	13	14	15	16	17	18	19	20
1										
2										
3										
4										
5										

Projected Cash-flow Statement

Cash Inflow	Timeline in Years									
	11	12	13	14	15	16	17	18	19	20
A. Year-Wise Gross Cash inflow										
Cash Outflow	11	12	13	14	15	16	17	18	19	20
B. Year-Wise Cash Outflow										
C. Year-Wise Gross Cash Flow = (B – A)										

APPENDIX XIII – FORMAT FOR DECLARATION OF SUBMISSION OF LABOUR LICENSE

(To be furnished by the bidder on their letter heads)

I, the undersigned, do hereby declare that the Labour License issued by the competent authority will be submitted to the TCML within 15 days from issuance of LOA for operation and maintenance of **"Khongjom War Memorial Complex at Thoubal District, Manipur"**..

Dated this _____ Day of _____, 2026

Name of the Bidder

_____

Signature of the Authorized Signatory

_____

Name of the Authorized Signatory

APPENDIX XIV – CHECKLIST OF SUBMISSIONS

Sl No.	Enclosures to the Bid	Status (submitted/ not submitted)	Comments
1.	Tender Fee of Rs.5000/-		
2.	Signed copy of RFP		
3.	Bid for …..…… **(Financial Bid)**		
4.	Covering Letter in the format provided in APPENDIX II – FORMAT FOR COVERING LETTER -CUM -PROJECT UNDERTAKING		
5.	General Information of the Bidder in the format provided in APPENDIX III		
6.	Bid affidavit in the format provided in APPENDIX IV – FORMAT OF BID AFFIDAVIT		
7.	Bid Undertaking in the format provided in APPENDIX V- FORMAT OF BID UNDERTAKING		
8.	Anti-Collusion Certificate in the format provided in APPENDIX VI – ANTI-COLLUSION CERTIFICATE		
9.	Letter of Commitment from the Bidder as per the format in APPENDIX – VII		
10.	Commitment to Minimum Project Requirements(as per the Draft LDA) in the format as specified in APPENDIX VIII- COMMITMENT TO THE MINIMUM PROJECT REQUIREMENTS		
11.	Bid Security in the form of demand draft or Bank guarantee (APPENDIX IX)		
12.	Format of Net Worth in APPENDIX-X		
13.	Cash flow statement APPENDIX – XII		
14.	Format for Declaration of Submission of Labour License		
15.	Copy of trade license from the concerned local body, Municipality, Corporation etc.		
16.	Copy of the GST registration certificate		
17.	Registration Certificate of Establishment issued by the Department of Labour.		
18.	A copy of the lease agreement in case of hotel/ resort/ motel is taken on lease basis if any.		
19.	Technical Roadmap with deliverables and indicative project plan		
20.	Audited statement for 2 financial years		
21.	Current account statement		