# **Request For Proposal for**

# **Selection of a Private Partner to develop and operate Zodin Cinema at Zodin, Aizawl on PPP mode**

#

# **Urban Development & Poverty Alleviation Department**

**DISCLAIMER**

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

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

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

The Authority, 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 for participation in this Bid.

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The authority reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the contract award without thereby incurring any liability to bidders

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

**GLOSSARY**

|  |  |
| --- | --- |
| Authority | As defined in Clause 1.1.1 |
| Associate | As defined in Clause 2.1.16 |
| Bank Guarantee | As defined in Clause 2.19.1 |
| Bid(s) | As defined in Clause 1.3.2 |
| Bidders | As defined in Clause 1.3.2 |
| Bidding Documents | As defined in Clause 1.1.7 |
| Bid Due Date | As defined in Clause 1.1.7 |
| Bidding Process | As defined in Clause 1.3.1 |
| Bid Security | As defined in Clause 1.3.4 |
| Concession | As defined in Clause 1.1.5 |
| Concession Agreement | As defined in Clause 1.1.2 |
| Concessionaire | As defined in Clause 1.1.2 |
| Conflict of Interest | As defined in Clause 2.1.16 |
| Damages | As defined in Clause 2.1.16 |
| Estimated Project Cost | As defined in Clause 1.1.4 |
| Government | Government of India |
| Grant | As defined in Clause 1.3.7 |
| Highest Bidder | As defined in Clause 1.3.7 |
| LOA | As defined in Clause 3.5.5 |
| Member | Member of a Consortium |
| PPP | As defined in Clause 1.1.1 |
| Premium | As defined in Clause 1.3.7 |
| Project | As defined in Clause 1.1.1 |
| Project Facilities | As defined in Clause 1.1.3 |
| INR | Indian Rupee |
| RFP or Request for Proposals | As defined in the Disclaimer |
| Selected Bidder | As defined in Clause 3.5.1 |

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

# Contents of the RFP

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

**Invitation for Bids**

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

**Appendices**

1. Letter comprising the Bid
2. Bid Security in the format at Appendix II or in other forms as mentioned under Clause 1.3.4 and Clause 2.1.8
3. Power of Attorney for signing of Bid in the format at Appendix III
4. Power of Attorney for Lead Member of Consortium in the format at Appendix IV
5. Joint Bidding Agreement in the form specified at Appendix V
6. Details of the Bidder in the form and manner as described in Appendix VI
7. Technical Capacity of the Bidder in the form and manner as described in Appendix VIII
8. Financial Capacity of the Bidder in the form and manner as described in Appendix VIII
9. Statement of Legal Capacity in the form and manner as described in Appendix X
10. A copy of the entire Bid Document (along with its addendum, if any) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in
Clause (c) hereinabove;
11. Other material information as mentioned under Clause 2.11.23 (k)

The draft Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

# INTRODUCTION

## Background

* + 1. The **Urban Development & Poverty Alleviation Department (UD&PA), Government of Mizoram** (the “Authority”), in its efforts to promote sustainable urban development and vibrant public infrastructure in the State, has decided to undertake the operation, management, and potential upgradation of **Zodin Cinema**, located in Aizawl, Mizoram, through a **Public Private Partnership (PPP)** on a **Design, Build, Finance, Operate and Transfer (DBFOT)** basis (the “Project”). The Project is intended to transform the Zodin Cineplex into a self-sustaining and professionally managed public entertainment infrastructure that meets high-quality standards in service, safety, and user experience.

|  |  |
| --- | --- |
| **Particulars** | **Features** |
| Zodin Cinema | A multipurpose entertainment facility with a cinema hall, foyer area, food & beverage spaces, and other supporting amenities. Located at Zodin Square, Aizawl. |
| Ownership | Government of Mizoram (UD&PA Department) |
| Model | Design, Build, Finance, Operate and Transfer (DBFOT) |
| Estimated Concession Period | 20 years (extendable) |
| Scope | Commercial Operation, interior renovation, regular maintenance, revenue sharing |
| Estimated Cost | **INR 1,41,14,000** |

* + 1. The Selected Bidder, who shall either be a company incorporated under the Companies Act, 2013 or registered under the Mizoram Societies Registration Act, 2005, or shall undertake to incorporate prior to the execution of the Concession Agreement (the “Concessionaire”), shall be responsible for operating and managing Zodin Cineplex under and in accordance with the terms of a long-term Concession Agreement (the “Concession Agreement”) to be executed between the Authority and the Concessionaire, in the form provided by the Authority as part of the Bidding Documents.
		2. The scope of work will broadly include designing, financing, construction, operation, maintenance and replacement of project facilities, and transfer the Project Facilities to the Authority post expiry of Concession Period as per the provisions of Concession Agreement.
		3. The estimated cost of the Project (the "**Estimated Project Cost**") has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
		4. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the **"Concession"**).
		5. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
		6. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the **"Bidding Documents"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the **"Bid Due Date"**).

## SCOPE OF THE PROJECT

* + 1. **Design and Construction:**
	1. Prepare detailed designs, layouts, and architectural plans for the Cineplex at Zodin Multilevel Car Parking, adhering strictly to the standards and specifications outlined in Schedule B of this Agreement.
	2. Ensure construction of the Cineplex facilities, including theaters, seating areas, audio-visual systems, food and beverage outlets, restroom facilities, safety systems, and other amenities as described in Schedule B.
		1. **Financing:**
		2. Secure all necessary financial arrangements independently, ensuring sufficient funding for the timely completion of the Project.
		3. Fulfil all financial obligations related to construction, equipment procurement, and any incidental costs required for the project's successful implementation.
		4. **Operation and Maintenance:**
			1. Efficiently manage and operate the Cineplex, providing a high-quality movie-viewing experience and associated services to the public.
			2. Maintain the facility consistently according to the prescribed standards outlined in Schedule F, including regular upkeep, repairs, cleaning, security measures, pest control, and emergency management.
			3. Adhere to all applicable environmental and safety regulations, ensuring a safe and enjoyable environment for users.
		5. **Regulatory Compliance:**

Obtain and maintain all required permits, licenses, and clearances throughout the Concession Period, ensuring continuous compliance with relevant local and national laws.

* + 1. **Revenue Generation:**

Exercise rights to generate revenue from ticket sales, food and beverage services, advertising, events, merchandising, and any other approved ancillary activities as detailed under Article 24.

* + 1. **Reporting and Monitoring:**

Provide regular updates and reports as mandated by the Authority and participate in inspections and audits conducted by the Post Project Monitoring Committee or other authorized bodies.

* + 1. **End of Term Transfer:**

Upon expiration or termination of the Concession Period, transfer the Cineplex and all related assets to the Authority in a well-maintained, operational, and fully functional condition, in line with the divestment conditions described in Article 31.

## Brief description of Bidding Process

* + 1. The Authority has adopted a single stage two-envelope bidding process (collectively referred to as the **"Bidding Process"**) for selection of the Bidder for award of the Project. Under this system the Technical Bid and the Financial Bid are to be submitted personally specified in Clause 2.11 of this RFP. In the first stage, a technical evaluation of the Technical Bids submitted by the Bidders will be carried out as specified in Section 3.3 of this RFP. Based on this technical evaluation, a list of technically qualified Bidders shall be prepared whose Financial Bid shall be opened to award the Project as per the Clause 3.4 of this RFP.
		2. The Authority shall evaluate suitable Bidders (the **“Bidders”**) who will be eligible to submit its Technical Bid and Financial Bid (the **“Bids”**) in accordance with the terms specified in the Bidding Documents. The Bids shall be valid for a period of not less than 120 days from the date specified in Clause 1.4 for submission of bids (the "Bid Due Date").
		3. The Bidding Documents include the draft Concession Agreement for the Project which is enclosed and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
		4. A Bidder is required to deposit, a bid security of INR 1 Lakh (the **"Bid Security"**). The Bidders will have an option to provide Bid Security in the form of Insurance Surety Bonds, Fixed Deposit Receipt, Bank guarantee (as per the format under Appendix II) from any of the Commercial Banks, and in such event, the validity period of the Bid shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The original Insurance Surety Bonds / Fixed Deposit Receipt / Bank guarantee towards Bid Security shall be submitted in the office of Directorate of UD&PA Department, MINECO, Khatla, Aizawl on or before the Bid Due Date. The Bid shall be summarily rejected if the original Bid Security is not received on or before the Bid Due Date.
		5. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
		6. During the bid stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project
		7. In this RFP, the term **“Preferred Bidder”** shall mean the Bidder who qualifies the Technical Bid and quotes the highest cumulative financial premium. A minimum amount equivalent to 60% of the premium **i.e 6% of asset value as lease fee and 15% of revenue share per annum** asked by the Authority. A Bidder may offer to pay a premium in the form of lease payment and revenue share per annum, (the **"Premium"**) or any other financial offer to the Authority for award of the Concession. The concession period is pre- determined, as indicated in the Concession Agreement. The Premium amount shall constitute the sole criteria for evaluation of Bids provided the Bidder qualifies in the Technical Bid. Subject to Clause 2.14, the Project will be awarded to the Bidder seeking the lowest Grant in the event that no Bidder offers a Premium.

In this RFP, the term **“Highest Bidder**" shall mean the Bidder who is offering the highest Premium, and where no Bidder is offering a Premium, the Bidder seeking the lowest Grant.

* + 1. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
		2. Further and other details of the process to be followed at the bid stage and the terms thereof are spelt out in this RFP.
		3. Any queries or request for additional information concerning this RFP shall be submitted in writing to the officer designated as below. The communication shall clearly bear the following identification/ title:

**"Queries/Request for Additional Information: RFP for Selection of a Private Partner to develop and operate Zodin Cinema at Zodin, Aizawl on PPP mode.”**

**Address:**

Director, Directorate of UD&PA Department, MINECO, Khatla, Aizawl, Mizoram

## Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

|  |  |  |
| --- | --- | --- |
|  | Event Description | Date |
| 1. | Last date for receiving queries | 14th May 2025 |
| 2. | Pre-Bid meeting | 10 am, 14th May 2025, Venue: To be updated |
| 3. | Authority response to queries latest by | 28th May 2025 |
| 4. | Bid Due Date | 4 pm, 13st June 2025 |
| 5. | Opening of Technical Bids | 3 pm, 16th June 2025 |
| 6. | Validity of Bids | 160 days of Bid Due Date |
| 7. | Signing of Concession Agreement | Within 30 days of award of LOA |

# INSTRUCTIONS TO BIDDERS

1. **GENERAL**

## General terms of Bidding

* + 1. RFP Documents may be downloaded from Central Public Procurement Portal <https://etenders.gov.in/eprocure/app> or from <https://tender.mizoram.gov.in/>
		2. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. In case any member participates in more than one Bid, all the Bids with that entity’s participation will be deemed invalid
		3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement 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 Concession Agreement.
		4. The Technical Bid and Financial Bid shall be submitted in person and furnished in the format at Appendices of this RFP.
		5. The Financial Bid should be submitted in person.
		6. The Bid shall consist of a Premium, as the case may be, to be quoted by the Bidder. Grant shall be payable by the Authority to the Concessionaire and the Premium shall be payable by the Concessionaire to the Authority, as the case may be, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
		7. (a) The Bidder shall deposit a Bid Security of **INR 1 Lakh (Rupees One Lakh only)** in accordance with the provisions under Clause 1.3.4 of this RFP.

(b) The Selected Bidder shall, prior to execution of the Concession Agreement, be required to make a non-refundable payment of **INR 7 Lakh (Rupees Seven Lakhs only)** to ABCon Advisory Pvt. Ltd., towards fees for consultation services employed by the Authority for bid process management and preparation of RFP and Concession Agreement documents.

* + 1. The Bidders will have to provide Bid Security in the form of Insurance Surety Bonds/ Fixed Deposit Receipt/ Bank guarantee (as per the format under Appendix II) including e-Bank Guarantee from any of the Commercial Banks, and in such event, the validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The original Insurance Surety Bonds / Fixed Deposit Receipt / Bank guarantee including e-Bank Guarantee towards Bid Security shall be submitted in the office of “Directorate of UD&PA Department, MINECO, Aizawl, Mizoram” on or before the Bid Due Date. The Bid shall be summarily rejected if the original Bid Security is not received on or before the Bid Due Date.
		2. The validity period of the Bid Security shall be as mentioned under Clause 1.3.4. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
		3. The Bidder should submit a Power of Attorney as per the format at Appendix III, authorizing the signatory of the Bid to commit the Bidder.
		4. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix IV.
		5. In case the Bidder is a Consortium, the Joint Bidding Agreement in the form specified at Appendix V.
		6. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
		7. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
		8. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause [2.1.15](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.lncw2zyxshpa) shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders, any Bid, document or any information provided along therewith.
		9. A Bidder shall not have a conflict of interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder' s proposal (the **"Damages"**), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
1. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act 1956. For the purposes of this Clause [2.1.16,](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.qmlbq0tke1qd) indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **"Subject Person")** shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
2. a constituent of such Bidder is also a constituent of another Bidder; or
3. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
4. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
5. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s' information about, or to influence the Bid of either or each other; or
6. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause [2.1.16,](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.qmlbq0tke1qd) shall include each Member of such Consortium.

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

* + 1. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
		2. This RFP is not transferable.
		3. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
		4. Where the Bidder is a single entity; it shall be required to form a Special Purpose Vehicle, incorporated under the Indian Companies Act 2013, or as a firm registered under the Mizoram Societies Registration Act 2005 (the **“SPV”**) to execute the Agreement and implement the Project. In case the Bidder is a proprietorship firm, he should furnish details of registration under the Mizoram Societies Registration Act, 2005. In case the Bidder is a Consortium; it shall, in addition to forming a SPV, comply with the following additional requirements:
1. Number of members in Consortium shall not exceed three (3) including the Lead Member.
2. Subject to the provisions of the sub-clause (a) above, the Bid should contain the information required for each member of the Consortium
3. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV and at least one of the members should have 40% or more of the contract amount in cash or cash equivalent. The nomination (s) shall be supported by a Power of Attorney, as per the format attached at Appendix IV signed by authorized signatories of all other members of the Consortium.
4. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, construction and O&M obligations;
5. An individual Bidder cannot be at the same time be member of a Consortium applying for the Bid. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium applying for the Bid;
6. the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
7. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the “**Joint Bidding Agreement**”) for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
8. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Agreement and subsequently perform all the obligations of the Service Provider in terms of the Agreement, in case contract to undertake the Project is awarded to the Consortium;
9. clearly outline the proposed roles and responsibilities, if any, of each member;
10. commit the minimum equity stake to be held by each member;
11. commit that each of the members whose experience will be evaluated for the purpose of this RFP, shall subscribe to 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of two (2) years from the date of commercial operation of the Project Facility, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity share capital of the SPV and five percent (5%) of the Total Project Cost specified in the Concession Agreement.
12. members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up Equity of the SPV at all time until second anniversary of the date of commercial operation of the Project; and
13. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.
14. Except as provided under this RFP and the Biding Documents, there shall not be any amendment to the Joint Bidding Agreement without prior written consent of the Authority
	* 1. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the Bid Due Date, would not be eligible to submit the Bid, either individually or as member of a Consortium.
		2. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause [2.1.22](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.ij8yb3ax9luc) is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.
		3. In computing the Technical Capacity and Financial Capacity of the Bidder/Consortium Members under Clause [2.2](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.ixy3deabjizl) the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

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

* + 1. The following conditions shall be adhered to by the Bidder while submitting the Bid:
1. Bidders shall attach clearly marked and referenced continuation sheets in the event of the space provided in the prescribed forms in the Appendix being insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
2. information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder or constituent member named in the Bid and, unless not specifically requested, to other associated companies or firms.
3. in responding to the Bid submissions, Bidders should demonstrate their capabilities in accordance with Clause [2.2](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.ixy3deabjizl) below;
	* 1. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (3) months of the closing of the latest Financial Year of a Bidder, it shall ignore such Financial Year for the purposes of its Bid and furnish all its information and certification with reference to the three (3) years preceding its latest Financial Year.

## Eligibility of Bidders

* + 1. The Bidder may be a single entity or a group of entities (the **“Consortium”**), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Bidder may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause [2.1.20](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.dzr5kukjiwnq) above.
		2. The Bidders/Consortium who meet the following minimum eligibility criteria, both Technical capacity and Financial capacity (the **“Minimum Eligibility Criteria”**), shall be eligible to participate in the Bidding Process:
1. **Technical Capacity**-

For demonstrating technical capacity and experience (the **“Technical Capacity”**), the Bidder shall, over the past 3 (three) financial years preceding the Bid Due Date, have:

1. paid for, or received payments for, construction any Government works Project(s); such that the sum total of the above is more than Rs 5 Cr (Rs. Five Crore) (the **“Threshold Technical Capacity”**).
2. **Financial Capacity**
3. The Bidders or in case of Consortium any one member must have minimum net worth of Rs 10 Cr (Rupees Ten Crore only) in last financial years prior to Bid Due Date
4. **O&M Experience**

The Bidder, in the case of a Consortium, must include at least one Member who shall subscribe and continuously hold at least 10% (ten percent) of the subscribed and paid-up equity of the SPV for a minimum period of 3 (three) years from the date of commercial operation of the Project. This Member should have demonstrable and specific operational experience in managing cinema-related facilities, clearly establishing their competence and familiarity with the entertainment industry's operational standards. Specifically, the Member or its Associate must have:

1. At least 3 (three) years of continuous, proven experience directly managing cinemas, multiplexes, film theatres, auditoriums specifically designed for film screenings, or similar venues offering movie entertainment.
2. Experience should encompass responsibilities such as day-to-day operations management, staff handling, maintenance and upkeep of cinema equipment (including projection systems, audio-visual technology, and seating arrangements), compliance with cinema safety regulations, and customer service management.
3. Successfully managed or operated at least one operational cinema or multiplex facility continuously for at least 3 (three) years immediately preceding the Bid Due Date. This facility should currently be operational and capable of verification through supporting documentation.

In case the Bidder is not a Consortium, the entity must individually meet the same criteria either on its own or through its Associates.

**Note:**

1. A Bidder may use the credentials of its Associates for the purpose of qualification under this RFP, provided however that the Bidder shall ensure that such Associate of Bidder continues to remain its Associate throughout the Concession Period. In computing the financial and technical capability of the Bidder/Consortium, the Financial and Technical Capacity of their respective Associates shall also be considered.
2. In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of Minimum Eligibility Criteria; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement
3. The Bidder shall enclose with its Technical Bid, the following:
4. Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2 (I) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
5. certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the “Net Worth”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

## Change in composition of the Consortium

* + 1. Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the bid stage, only where:
1. the Lead Member continues to be the Lead Member of the Consortium;
2. the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the criteria of Technical Capacity and Financial Capacity and all other applicable criteria for Consortium in the RFP; and
3. the new Member(s) expressly adopt(s) the Bid already made on behalf of the Consortium as if it were a party to it originally, and is not a Bidder/Member/ Associate of any other Consortium bidding for this Project.
	* 1. Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.
		2. The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-V and Appendix-IV respectively, prior to the Bid Due Date.

## Change in Ownership

* + 1. By submitting the Bid, the Bidder acknowledges that in case of Consortium, it will be qualified on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members which shall, until 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause [2.4.1](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.bltmtkowb3w8) shall apply only when the Bidder is a Consortium.
		2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

## Cost of Bidding

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

## Site visit and verification of information

* + 1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, 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.
		2. It shall be deemed that by submitting a Bid, the Bidder has:
1. made a complete and careful examination of the Bidding Documents;
2. received all relevant information requested from the Authority;
3. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause [2.6.1](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.vgl294ee4t2x) above;
4. satisfied itself about all matters, things and information including matters referred to in Clause [2.6.1](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.vgl294ee4t2x) hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any matters referred to in Clause [2.6.1](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.vgl294ee4t2x) hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
6. acknowledged that it does not have a Conflict of Interest; and
7. agreed to be bound by the undertakings provided by it under and in terms hereof.
	* 1. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## Verification and Disqualification

* + 1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
		2. The Authority reserves the right, in its sole discretion, to reject any Bid and appropriate the Bid Security if:
1. at any time, a material misrepresentation is made or uncovered, or
2. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

1. invite the remaining Bidders to submit their Bids in accordance with Clauses [3.5.3](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.djucsucvb6zt) and [3.5.4](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.gah010yd7zzt); or
2. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
	* 1. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
3. **DOCUMENTS**

## Clarifications

* + 1. Bidders requiring any clarification on the RFP may notify the Authority in writing in accordance with Clause 1.3.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date.
		2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
		3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## Amendment of RFP

* + 1. At any time prior to the Bid Due Date, the Authority 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 Addenda.
		2. Any Addendum issued hereunder will be uploaded on to <https://etenders.gov.in.> and/or <https://tender.mizoram.gov.in>
		3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.
1. **PREPARATION AND SUBMISSION OF BIDS**

## Format and Signing of Bid

* + 1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
		2. The Technical Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Technical Bid shall be initialed by the person(s) signing the Technical Bid.
		3. The Bid shall contain no alterations, omissions, or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in that case all such corrections shall be initialed by the Authorized signatory.

## Submission of Bids

* + 1. The complete Bid (Technical Bid and Financial Bid) shall be submitted in person or via registered post/courier to the address specified below. It must be delivered before the Bid Due Date and Time mentioned in this RFP.

Directorate of UD&PA Department, MINECO, Khatla, Aizawl

## Bid Format:

* + 1. The Bid shall consist of:
1. Technical Bid: Sealed and clearly marked as “Technical Bid – Zodin Cinema Aizawl Project”.
2. Financial Bid: Sealed separately and clearly marked as “Financial Bid – Zodin Cinema Aizawl Project”.
3. Both envelopes shall be placed in an outer envelope, clearly super-scribed: “Bid for Operation and Management of Zodin Cinema Aizawl – Do Not Open Before 24th May 2025 3 p.m
	* 1. The Bidder shall prepare the Technical Bid in the formats prescribed under Appendixes and submit the documents. The documents accompanying the Technical Bid shall include:
4. Letter comprising Bid at Appendix I
5. Bid Security in the format at Appendix II or in other forms as mentioned under Clause 1.3.4 or Clause 2.1.8;
6. Power of Attorney for signing of Bid in the format at Appendix III;
7. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix IV;
8. If applicable, the Joint Bidding Agreement in the form specified at Appendix V;
9. Details of the Bidder in the form and manner as described in Appendix VI;
10. Technical Capacity of the Bidder in the form and manner as described in Appendix VII;
11. Financial Capacity of the Bidder in the form and manner as described in Appendix VIII;
12. Statement of Legal Capacity of the Bidder in the form and manner as described in Appendix X
13. A copy of the entire Bid Document (along with its addendum, if any) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove; and
14. Other material/information required to be submitted are:
15. certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause (i). For the purposes of this RFP, net worth (the **“Net Worth”**) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
16. Audited annual report of the last three financial years of the Bidder prior to Bid Due Date
17. Bid Security.
18. Certificate of Incorporation, Articles & Memorandum of Association in case of a company/ partnership deed in case of a partnership firm. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the Technical Bid.
19. Certificate of Registration under GST Act,
20. Income Tax Assessment copies for the last three financial years (if applicable)
21. Certificate of ISO, if available
22. The Bidder shall need to submit the work order/contract copy/completion certificate for the above-mentioned technical capacity. In case of projects owned by the Bidder, the Bidder shall need to submit the auditor/chartered accountant certificate certifying the above-mentioned details.
	* 1. **Contents of Financial Bid:**

The Financial Bid shall be submitted in the format provided in the RFP as a hard copy.

1. The Bidder shall compulsorily quote (i) below and optionally (ii):
2. An annual lease fee plus a percentage revenue share, or
3. Any other financial offer structure as prescribed by the RFP.
4. The Financial Bid shall be placed in a separate sealed envelope and should not be disclosed in the Technical Bid.
	* 1. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the Authority or the relevant contact person indicated in the RFP.

## Bid Due Date

* + 1. Bids should be submitted before 1600 hours IST on the Bid Due Date in the manner and form as detailed in this RFP.
		2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## Modifications/ Substitution/ Withdrawal of Bids

* + 1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

## Rejection of Bids

* + 1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time prior to the award of contract without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
		2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## Validity of Bids

* + 1. The Bids shall be valid for not less than 120 days from the Bid Due Date (the “**Bid Validity**”). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.
		2. Prior to expiry of the Bid Validity, the Authority may request the Bidders to extend the Bid Validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse such request for extension of Bid Validity. A Bidder agreeing to the request will not be required or permitted to modify their Bid.

## Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority or as may be required by law or in connection with any legal process.

## Correspondence with the Bidder

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

## Bid Security

* + 1. The Bidder shall furnish as part of its Bid, the Bid Security referred to in Clauses 1.3.4 hereinabove.
		2. In case of failure to pay Bid Security by any Bidder on or before the Bid Due Date, the Bid of such Bidder shall be summarily rejected.
		3. As provided in Clauses 1.3.6 and 1.3.7 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, the Bid Security shall be returned to Bidders
		4. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Service Provider signing the Contract Period and furnishing the Construction Performance Security of 5% of the contract amount. The Authority may, at the Selected Bidder’s option, adjust the amount of the Bid Security in the amount of the Construction Performance Security to be provided by the Successful Bidder in accordance with the provisions of the Concession Agreement.
		5. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
		6. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP,
2. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
3. In the case of Selected Bidder, if it fails within the specified time limit
4. to sign and return the duplicate copy of LOA;
5. to sign the Concession Agreement; or
6. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or
7. In case the Selected Bidder, having signed the Concession Agreement, commits any default prior to furnishing the Performance Security.

# EVALUATION OF BIDS

## Opening and Evaluation of Bids

* + 1. **Opening of Technical Bids**
1. The sealed envelopes containing the Technical Bids shall be opened at the date, time, and venue specified in the RFP, in the presence of Bidders or their authorized representatives who wish to attend.
2. Only those Bidders whose Technical Bids include the Bid Security in original form (Bank Guarantee) as specified in the RFP shall be considered for further evaluation.
3. The Authority shall first open the Technical Bids and record the details of the submissions for further evaluation.
	* 1. **Evaluation of Technical Bids**
4. The Authority shall examine and evaluate the Technical Bids to determine whether they meet the eligibility and qualification criteria specified in the RFP.
5. The evaluation shall be based on the completeness of the submission, responsiveness to the requirements of the RFP, and the Bidder’s technical and financial capacity, experience, and proposed concept.
6. The Authority may, at its sole discretion, seek written clarifications from any Bidder to facilitate the evaluation process. No change in the substance of the Bid shall be sought, offered, or permitted.
	* 1. **Opening of Financial Bids**
7. Only the Financial Bids of those Bidders whose Technical Bids are found responsive and meet the qualification criteria shall be opened.
8. The date and time for opening the Financial Bids shall be communicated to the qualified Bidders in advance.
9. The Financial Bids shall be opened in the presence of representatives of qualified Bidders who choose to attend.
	* 1. **Evaluation of Financial Bids**
10. The Financial Bids shall be evaluated based on the parameters specified in the RFP (e.g., highest annual lease fee and/or revenue share).
11. The Bidder offering the most economically and financially advantageous proposal in line with the criteria shall be identified as the Selected Bidder.
12. Bidders offering additional financial incentives or premiums beyond the stipulated compulsory financial offer to be submitted as mentioned in clause 2.12.3 (a) shall be considered preferentially, based on a cumulative assessment of all financial offers.
	* 1. **General Provisions**
13. If the date of Bid opening is declared a public holiday, the Bids shall be opened on the next working day at the same time and venue.
14. The Authority reserves the right to accept or reject any Bid without assigning any reason.

## Tests of responsiveness

* + 1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
1. it is received as per the format at Appendices.
2. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
3. Original Bid Security has been received prior to Bid Due Date as specified under Clause 1.3.4;
4. it is accompanied by the Power(s) of Attorney as specified in Clauses [2.1.10](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.vgr0h7k29xm8) and [2.1.11,](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.h0323k7a5riy) as the case may be;
5. It is accompanied by the Joint Bidding Agreement in case of Consortium as specified in Clause [2.1.12,](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.5lmt5g7asmv8) as the case may be;
6. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
7. it does not contain any condition or qualification; and
8. it is not non-responsive in terms hereof.
	* 1. The Authority reserves the right to reject any Bid that is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

## Selection of Bidder

* + 1. Subject to the provisions of Clause 2.14.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and qualifies as a Technically Qualified Bidder as per Clause 3.2 and who quotes the highest Premium offered to the Authority, and in the event that no Bidder quotes extra financial offer as per Clause 2.12.3 (a) the Bidder quoting the highest Premium subject to the condition that a minimum of 6% of total asset value as lease fee and 15% of Revenue Share is quoted under Clause 2.12.3(a) sub-Clause (i) to be paid to the Authority shall be declared as the selected Bidder (the **"Selected Bidder"**). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
		2. In the event that two or more Bidders quote the same amount of Premium or Grant, as the case may be (the **"Tie Bidders"**), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
		3. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the 'first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
		4. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause [3.5.3,](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.djucsucvb6zt) the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
		5. After selection, a Letter of Award (the **"LOA"**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 21 (twenty) days of the receipt of the LOA, shall submit Construction Performance Security to the Authority. In the event of not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
		6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

## Contacts during Bid Evaluation

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

# FRAUD AND CORRUPT PRACTICES

* 1. The Bidders and their respective associates including but not limited to their 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 Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, 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, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
	2. Without prejudice to the rights of the Authority under Clause [4.1](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.4rtehm4zdvtb) hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
	3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
1. "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 the Authority 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 Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.14 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
2. "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;
3. "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;
4. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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
5. "restrictive practice" means forming a cartel or at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

# PRE-BID CONFERENCE

* 1. Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Bidders can also join virtually through a link.
	2. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

# MISCELLANEOUS

* 1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Aizawl shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
	2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
1. 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;
2. consult with any Bidder in order to receive clarification or further information;
3. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
4. 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.
5. supplement/modify/amend/alter the terms of the grant of the contract pursuant to this RFP, or the technical/ financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.
	1. In order to afford the Bidders a reasonable time for taking an Addendum/supplement/ modification etc. into account or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date and time.
	2. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
	3. Words and Phrases not defined in this RFP shall have the meaning as specified in the Bidding Documents.

# APPENDIX - I

## Letter comprising the Bid

Dated:

To

The Director, Urban Development & Poverty Alleviation Department, Mizoram

Directorate of UD&PA Department, MINECO, Khatla, Aizawl

Sub: Bid for Selection of a Private Partner to develop and operate Zodin Cinema at Zodin Aizawl on PPP mode

Dear Sir,

With reference to your RFP document dated 28th April 2025, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the design, finance, construction, operation and maintenance of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
7. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
8. I/ We do not have any conflict of interest in accordance with Clauses [2.1.16](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.qmlbq0tke1qd) and [2.1.17](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.rxrzuv99hk9n) of the RFP document; and
9. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause [4.3](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.flcjj2c0trrf) of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
10. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
11. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause [2.14](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.76yskobxl62) of the RFP document.
12. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
13. I/ We certify that in terms of the RFP, my/our Net worth is INR. ………………..(Rupees….. in words)
14. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
15. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
16. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
17. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
18. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
19. I/ We acknowledge and undertake that our Consortium qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
20. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
21. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 / 2013, or The Mizoram Societies Registration Act, 2005 or shall incorporate as such prior to execution of the Concession Agreement.
22. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above- mentioned Project and the terms and implementation thereof.
23. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
24. I/ We have studied all the Bidding Documents carefully and also surveyed the project site at Zodin Multilevel Car Parking, Zodin Aizawl. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
25. I/ We offer a Bid Security of INR 1.00 Lakh (Rupees One Lakh only) to the Authority in accordance with the RFP Document.
26. The Bid Security in the form of (fill whichever is applicable) is attached.
27. The documents accompanying the Bid, as specified in Clause 2.11.22 of the RFP, have been submitted in a separate envelope and marked as "TECHNICAL BID".
28. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
29. The [Premium /Grant] has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
30. The Statement of Legal Capacity as per format provided at Appendix-X of the RFP document, and duly signed, is enclosed. A Power of Attorney in favour of the authorized signatory to sign and submit this Bid and documents is attached herewith.
31. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
32. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
33. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
34. The Technical Bid read with the Financial Bid shall constitute the Bid which shall be binding on us.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: (Name and seal of Bidder/Lead Member)

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

# APPENDIX - II

## Bank Guarantee for Bid Security

1. In consideration of you, Director, UD&PA Department, Mizoram (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (a company registered under the Companies Act, 1956; or a firm registered under The Mizoram Societies Registration Act, 2005) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the RFP for Selection of a Private Partner to develop and operate Zodin Cinema at Zodin Aizawl on PPP mode on [BFOT] basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated . . issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and one of its branches at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause [2.1.7](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.4fuar5u8n9xc) read with Clause [2.1.8](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.u9p81ng7ebqz) of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR 1.00 Lakh (Rupees One Lakh only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR 1 Lakh (Rupees One Lakh only)
4. This Guarantee shall be irrevocable and remain in full force for a period of 160 (one hundred and sixty) days from the Bid Due or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR 1.00 Lakh (Rupees One Lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date falling 60 days after expiry of validity of Bank Guarantee)].

Signed and Delivered by ………………………………………….. Bank

By the hand of Mr./Ms. its.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 and authorised official.

(Signature of the Authorised Signatory)

(Official seal)

# APPENDIX - III

## Power of Attorney for signing of Bid

Know all men by these presents, We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife  of  .   and  presently  residing  at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is presently employed with us/ the Lead Member of our Consortium and holding the position of  , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Selection of a Private Partner to develop and operate Zodin Cinema at Zodin Aizawl on PPP mode proposed or being developed by the UD&PA Department (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ THE ABOVE PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS  . DAY OF . . . . . . . . . . . . . .., 20

FOR ……………………………… (Signature, name, designation and address)

Witnesses

1.

2.

Accepted Notarised

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

Notes:

 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

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

# APPENDIX - IV

## Power of Attorney for Lead Member of Consortium

Whereas the UD&PA Department (the "Authority") has invited bids from interested parties for the Selection of a Private Partner to develop and operate Zodin Cinema at Zodin Aizawl on PPP mode (the "Project").

Whereas,and

(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL BY THESE PRESENT

We,   having our registered office at 

  having   our   registered   office   at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and M/S. . , having our registered office at , (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its registered office at . being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRNCIPALS ABOVE NAMED HAVE EXECUTED POWER OF ATTORNEY ON THIS  DAY OF , 20......

FOR…….........

(Signature, Name & Title) For . . . . . . . . . . . . .... ..

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Notes:

 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

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

# APPENDIX V

## Joint Bidding Agreement

(To be provided on INR 100 Stamp Paper and Notarised)

This Joint Bidding Agreement (JBA) entered into this ……………. day of …………2024 at ……………

**Among**

M/s…………………………………Limited, a company incorporated under the Companies Act, 1956 or under the Mizoram Registration of Societies Act, 2005 and

having its registered office at …………………………. (hereinafter referred to as the Lead Member/First Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

**And**

M/s …………………………., Limited, a company incorporated under the Companies Act, 1956 or under the Mizoram Registration of Societies Act, 2005 and having its registered office at …………………. (hereinafter referred to as the Other Consortium Member/Second Par[t1,](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.6cof0lhr1epq) which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned Parties of the First and Second Part shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS Urban Development & Poverty Alleviation Department, Mizoram, (hereinafter referred as the **“Authority”**) intends to promote private sector participation for “Selection of a Private Partner to develop and operate Zodin Cineplex at Zodin on PPP mode”. and pursuant to said objective has invited Request for Proposal No .……., dated ………… (the RFP) for qualification and shortlisting of bidders for selecting the Selected Bidder to undertake the **“Request for Proposal for Selection of a Private Partner to develop and operate Zodin Cineplex at Zodin on PPP mode”.** (herein after called the **“Project”)**

AND WHEREAS the Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and

AND WHEREAS it is a necessary condition under the RFP that the members of the Consortium shall enter into a JBA and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

1. **Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Agreement.

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

1 If more than two parties are signing the information is to be amended accordingly to reflect the JBA

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

1. **Role of the Parties**

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

1. Party of the First Part shall be the Lead member of the Consortium {Financial Member} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the end of Contract Period under the Agreement when all the obligations of the Service Provider shall become effective;
2. Party of the Second Part shall be the Technical Member of the Consortium;
3. **Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, during the Concession Period for the Project under and in accordance with the Agreement.

1. **Shareholding in the Service Provider**
	1. The Parties agree that the proportion of shareholding among the Parties in the Concessionaire shall be as follows:

First Party:

Second Party*:*

Third Party*:*

* 1. The Parties undertake that, at all times till the second anniversary of the date of commercial operation of the Project, the Parties, whose experience and net worth have been reckoned for the purposes of qualification of Bidders for the Project in terms of the RFP, shall hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.
	2. The Parties undertake that the Lead Member shall be required to hold at least 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the Concessionaire at the time of formation of the SPV and no change in the shareholding of the SPV shall be allowed during the Concession Period.
	3. The Parties undertake that, all Parties shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up Equity of the SPV at all time until second anniversary of the date of commercial operation of the Project
	4. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and the Agreement.
1. **Representation of the Parties**

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

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

This JBA shall be effective from the date hereof and shall continue in full force and effect until the Contract Period for the Project under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the JBA will stand terminated.

1. **Miscellaneous**
	1. This JBA shall be governed by laws of India.
	2. The Parties acknowledge and accept that this JBA shall not be amended by the Parties under any circumstances whatsoever without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of LEAD MEMBER by: SECOND PART by:

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

In the presence of:

1.

2.

# APPENDIX – VI

## Details of the Bidder

1. **Details of the Bidder:**

|  |  |  |
| --- | --- | --- |
| Sl. No. | Name of the Bidder |  |
| 1 | Country of Incorporation |  |
| 2 | Nature of Business/activities of the Bidder |  |
| 3 | Year of incorporation of the Bidders |  |
| 4 | Registered Address of the Bidders/Lead Member of the Consortium |  |
| 5 | Head Office Address |  |
| 6 | Number of branch offices and address in India |  |
| 7 | PAN details |  |
| 8 | GST details |  |
| 9 | Bank Details of the Bidder | 1. Name of the Bank :
2. Name of the Account & Full address of the Branch concerned
3. Account no. of the bidder:
4. IFS Code of the Bank:
 |
| 10 | Details of individual(s) who will serve as the point of contact/ communicationfor the Authority | 1. Name:
2. Designation:
3. Company:
4. Address:
5. Telephone Number:
6. E-Mail Address:
7. Fax Number:
 |
| 11 | Name, designation and contact details of the authorized person | Name: Designation: Mobile Number:Email Id: |

1. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
2. **In case of a Consortium:**
	1. The information above (1-4) should be provided for all the members of the Consortium.
	2. A copy of the Joint. Bidding Agreement, as envisaged in the RFP should be attached to the Bid.
	3. Information regarding role of each member should be provided as per table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Name of Member** | **Role** | **Percentage of equity in the Consortium** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3.  |  |  |  |

* 1. The following information shall also be provided for each Member of the Consortium:

**Name of the Bidder/Member of the Consortium**

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

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

Authorized Signature (Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

*Note: The Bidder shall be required to attach copy of its registration/incorporation documents in support of its constitution*

# APPENDIX VII

## Technical Capacity of the Bidder

Details of work pertaining to eligible projects executed by the Bidder

* + 1. **Construction and design experience**

Name of the Member (Single entity/Consortium member)-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder Type****(1)** | **Member Code****(2)** | **Name of Construction Projects** | **Experience (Equivalent Rs Cr) *\*\*\**** | **Technical Capacity** |
|  | Payments made/ received for construction projects**(3)** |
| Single Entity |  |  |  |  |
| Consortiu m Member 1 |  |  |  |  |
| Consortiu m Member 2 |  |  |  |  |
| Consortiu m Member 3 |  |  |  |  |
| **Total Technical Capacity** |  |

**Note:**

Authorized Signature (Signature, name and designation of the authorized signatory)

Name and seal of the Bidder)

* 1. *Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.1.14.*
	2. *A Bidder consisting of a single entity should fill in details as per the row titled Single Entity and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single Entity may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.1.14, shall be provided.*
	3. *Member Code shall indicate NA for Not Applicable in case of a Single Entity. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*
	4. *For conversion of US Dollars to Rupees, the rate of conversion shall be Rs 83 (Rupees Eighty- three) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

# APPENDIX VIII

## Financial Capacity of the Bidder

(In INR crore)

|  |  |  |
| --- | --- | --- |
| **Bidder Type** | **Member Code** | **Net Worth of last Financial Year€** |
| Single entity |  |  |
| Consortium Member 1 |  |  |
| Consortium Member 2 |  |  |
| Consortium Member 3 |  |  |

**Name & address of Bidder’s Bankers:**

**€**The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause [2.1.23.](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.bnd965fzc6ka)

**Instructions:**

1. A Bidder consisting of a single entity should fill in details as per the row titled Single entity and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity may be ignored.
2. For Member Code, see instruction 4 at Annex-I of Appendix-VIII.
3. The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.1.14.
4. For conversion of other currencies into rupees, see note below Appendix VIII.
5. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
	1. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate’s financials;
	2. be audited by a statutory auditor;
	3. be complete, including all notes to the financial statements; and
	4. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
6. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
7. Year 1 will be the latest completed financial year, preceding the bidding. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause [2.1.25.](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.6meqzqligrwo)
8. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause [2.1.20](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.dzr5kukjiwnq) [g)](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.gvmookm99vv0) of the RFP document.
9. The Bidder shall also provide the name and address of the Bankers to the Bidder.
10. The Bidder shall provide Statutory Auditor’s Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause [2.2.2](https://docs.google.com/document/d/1jLzJrVpq_YeKlmaiuwDi4Vzd8DVkMUOz/edit#heading=h.yfmonp1yz30k) of the RFP document

# APPENDIX IX

Financial Bid Format

Dated:

**To,**

The Director,

Urban Development & Poverty Alleviation Department,

Government of Mizoram

Directorate of UD&PA Department,

MINECO, Khatla, Aizawl – 796001

Sub: Request for Proposal for Bid for the Selection of a Private Partner to develop and operate Zodin Cinema at Zodin Aizawl on PPP mode

Dear Sir/Ma’am,

I/ We, the undersigned hereby submit our Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

1. With reference to your RFP no………… dated…………. I/We having examined all the relevant documents and understood their contents and hereby submit our Financial Bid
2. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the contract, I/We hereby propose to offer the services as described in the RFP document in conformity with the conditions of contract, technical aspects and the sums indicated in this financial proposal.
3. I/We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations, and conditions.
4. Having gone through the RFP Document and the terms of the Concession Agreement, I/we hereby submit our Financial Bid as follows:

**OPTION 1: Payment Commitment**

**Annual Lease fee (in INR, exclusive of GST):** ₹ \_\_\_\_\_\_\_\_\_\_\_\_\_\_(in figures)

**Annual Lease (in words):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annual Revenue share (in INR, exclusive of taxes):** ₹ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in figures)

**Annual Revenue share (in words):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(The Annual Payments shall be payable to the Authority every year throughout the Concession Period as per the Concession Agreement)*

**OPTION 2: Additional Premium Offered (if applicable)**

*(To be quoted if the bidder proposes to pay a Premium to the Authority)*

**Annual Premium (in INR, exclusive of taxes):** ₹ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in figures)

**Annual Premium (in words):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(The Annual Premium shall be payable to the Authority every year throughout the Concession Period as per the Concession Agreement)*

1. If our proposal is accepted, we undertake to submit the performance security as per the provisions of the Concession Agreement and also pay the Consultation fee of INR 7.00 Lakhs (Rupees Seven Lakhs only) to ABCon Advisory Pvt. Ltd.

*Note: The Selected Bidder shall be required to make a one-time payment of INR 7.00 Lakhs (Rupees Seven Lakhs only) to ABCon Advisory Pvt. Ltd., as fee towards consultation services employed by the Authority for bid process management and document preparation. This amount is separate from the Premium/Grant and must be paid before execution of the Concession Agreement.*

1. I/We agree to abide by this proposal/bid for a period of 120 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
2. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the Authority.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

Place:

# APPENDIX X

Dated:

**To,**

**The Director, UD&PA Department, Mizoram**

**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/Lead Member of Consortium)

Director, UD&PA Department, Mizoram

Directorate of UD&PA Department, MINECO, Khatla, Aizawl

Sub: **Request for Proposal for Bid for the Selection of a Private Partner to develop and operate Zodin Cinema at Zodin Aizawl on PPP mode**

Dear Sir/Ma’am,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert individual’s name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory