

REQUEST FOR
EMPANELMENT (RFE) OF
CONSULTANCY FIRMS
FOR
FEASIBILITY STUDY FOR
HOTELS AND OTHER
TOURISM PROJECTS IN
MEGHALAYA

**MEGHALAYA INFRASTRUCTURE DEVELOPMENT &
FINANCE CORPORATION LIMITED (MIDFC)**

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Disclaimer

1. This Request for Empanelment (RFE) document is neither an agreement nor an offer by the Meghalaya Infrastructure Development & Finance Corporation Limited (MIDFC) to the prospective Applicants or any other person. The purpose of this RFE is to provide information to interested parties that may be useful to them in the formulation of their proposal pursuant to this RFE.
2. MIDFC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFE document and it is not possible for MIDFC to consider particular needs of each party who reads or uses this RFE document. This RFE includes statements which reflect various assumptions and assessments arrived at by MIDFC in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFE document and obtain independent advice from appropriate sources.
3. MIDFC will not have any liability to any prospective Applicant/Consultancy Company/ Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFE document, any matter deemed to form part of this RFE document, the award of the Assignment, the information and any other information supplied by or on behalf of MIDFC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. MIDFC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFE.
4. MIDFC will not be responsible for any delay in receiving the proposals. The issue of this RFE does not imply that MIDFC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and MIDFC reserves the right to accept/reject any or all of proposals submitted in response to this RFE document at any stage without assigning any reasons whatsoever. MIDFC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFE Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MIDFC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. MIDFC reserves the right to change/ modify/ amend any or all provisions of this RFE document.
7. MIDFC would have sole irrevocable right to empanel/terminate the empanelment and/ or increase the number of members of such empanelment and/or issue fresh notice of invitation and/or for similar empanelment without assigning any reason whatsoever.

1 Background

Meghalaya Infrastructure Development Finance Corporation (MIDFC), a Company registered under The Companies Act, 2013 was constituted by the Government of Meghalaya to prepare projects, mobilize finance, facilitate procurement and provide credit support service for construction, development, operation, maintenance, rehabilitation and upgradation of bankable infrastructure projects in the State of Meghalaya. MIDFC is now entrusted with the role of a facilitator for infrastructure projects executed in the State of Meghalaya. It seeks to empanel technical consultants whose services can be availed of by the various Executing Agencies, Line departments, State Government Undertakings engaged in the process of development of Infrastructure in the State.

2 Objective

The key objective of the empanelment is to create a pool of consultants in the following areas:-

- a) Greenfield Hotel Projects;
- b) Brownfield Hotel Projects

3 Instruction to Applicants

3.1 Definitions

3.2 General Instructions

- 3.2.1 This Request for Empanelment (RFE) is for the empanelment of Technical Consultants for various packages on MIDFC's panel for providing Technical Consultancy services to various State Government agencies and line departments of Government of Meghalaya. (Hereinafter referred as the "Project"). The applicants are required to submit their Proposals on/before the Proposal Due Date as mentioned in Data Sheet in this RFE document. The applicants shall submit the detailed Technical Proposals for the Empanelment on the Client's panel as per instructions and templates provided in this RFE document.
- 3.2.2 Invitation of applications for empanelment as Consultants for various project activities will have a stage of pre-bid conference before submission of final application for evaluation. The date and timing of pre-bid conference is mentioned in Data Sheet.
- 3.2.3 All pre-bid queries must be submitted up-to one day before the pre-bid meeting. MIDFC shall endeavour to issue clarifications as early as possible so as allow the applicants reasonable time for submitting the proposals.
- 3.2.4 The complete Proposals should be submitted on or before the Proposal Due Date as specified Data Sheet, in the manner specified in the RFE document. The Client shall not be responsible for any delay in receiving the Proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

- 3.2.5 Pursuant to empanelment, the services of the Technical Consultants may be availed by MIDFC by issuing project specific Terms of References (ToR) and requesting project specific financial bids from the empanelled consultants. The ToR may include project specific requirements of Technical professionals.
- 3.2.6 The empanelled applicants will be required to submit their financial offers strictly on the basis of Terms of Reference provided by MIDFC without attaching any counter conditions and a certificate to this effect has to be furnished by the applicant. MIDFC reserves the right to reject conditional offers.
- 3.2.7 On selection of an applicant for a specific project, MIDFC will enter into agreement in the form prescribed. The format of agreement will be enclosed by MIDFC while seeking financial offers from empanelled applicants.
- 3.2.8 For applicants which are subsidiaries of foreign companies (i.e. equity of foreign entity is more than 50%) and if turnover of foreign parent company is claimed, MIDFC shall insist on submission of a letter from the parent company to make its services available to the Applicant as required and demanded by MIDFC without any extra financial liabilities on MIDFC.
- 3.2.9 Even though applicants may satisfy the necessary requirements they are subject to disqualification if they have:
- i. Made untrue or false representation in the form, statements required in the application document.
 - ii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
 - iii. Submit fake, fictitious or fabricated documents in support of their work experience, eligibility criteria, key experts etc.
- 3.2.10 It may be noted that after empanelment, MIDFC shall have sole right and discretion to allot the work to consultant(s) commensurate to their capabilities and capacities. No complaint /representation/ grievance shall be entertained by MIDFC in this regard.
- 3.2.11 For the purpose of empanelment, applications received will be evaluated based on the details furnished and minimum criteria specified in this RFE Document.
- 3.2.12 Empanelment does not necessarily mean that a job will be assigned to the Consultant.
- 3.2.13 All firms are required to bid independently for empanelment and no JVs/consortium are allowed. Applicant has to furnish, on its company letter head, the following undertaking along with its bid.

“I/we certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of 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”.

3.3 Clarifications

- 3.3.1 To facilitate evaluation of Proposals, MIDFC may, at its sole discretion, seek clarifications from any applicant(s) regarding their proposal. Such clarification(s) shall be provided within the time specified by MIDFC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.3.2 If an applicant does not provide clarifications sought under Sub-Clause 3.3.1 above within the specified time, their proposal shall be liable to be rejected. In case the proposal is not rejected, MIDFC may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding, and the applicant shall be barred from subsequently questioning such interpretation of MIDFC.

3.4 Right to accept or reject any or all proposals

- 3.4.1 Notwithstanding anything contained in this document, MIDFC reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 3.4.2 MIDFC reserves the right to reject any proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to disqualification of the Applicant. If such disqualification/ rejections occurs after the proposals have been opened or during any stage of the bidding process, and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the selection process.

3.5 Language

- 3.5.1 The Proposal with all accompanying documents and all communications in relation to or concerning the selection process shall be in English language and strictly in the forms provided in this document. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for by MIDFC.

3.6 Correspondence with Applicant

- 3.6.1 Given and except as provided in this document, MIDFC shall not entertain any correspondence with any applicant in relation to acceptance or rejection of any application.
- 3.6.2 MIDFC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
- a. Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms & conditions relating there to

- b. Consult with any applicant in order to receive clarification or further information.
- c. Empanel or not to empanel any applicant and/or to consult with any applicant in order to receive clarification or further information.
- d. Retain any information and / or evidence submitted to MIDFC by, on behalf of, and/or in relation to any applicant and/or.
- e. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any applicant.

3.7 Conflict of Interest

- 3.7.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 3.7.2 It is necessary that the selected applicant provides professional, objective, and impartial advice and at all times hold the interests of MIDFC and or Executing Agencies as paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected applicant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of MIDFC and the executing agencies.
- 3.7.3 A Guidance Note has been enclosed in Section 8 of this RFE document for purpose of addressing Conflicts of Interest. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

the Applicant or Associate (or any constituent thereof) and any other Applicant or Associate (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 or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant 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, 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% (twenty six per

cent) of the subscribed and paid up equity share holding of such intermediary; (b) a constituent of such Applicant is also a constituent of another Applicant; or (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or (f) there is a conflict among this and other consulting assignments of the Applicant and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders.

The duties of the selected applicant will depend on the circumstances of each case. While providing consultancy services to the Authority for a particular assignment, the selected applicant shall not take up any assignment that by its nature will result in conflict with the present assignment; or (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractors or sub-contractor(s) (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 or ownership interest of an Applicant, its Member or Associate (or any shareholder here of having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be.) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor'(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to 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 sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

- 3.7.4 For purposes of this bid, Associate means, in relation to the Applicant, a person/company/entity who/which controls, is controlled by, or is under the common control with such Applicant (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 or by contract.
- 3.7.5 An applicant eventually appointed to provide consultancy services for any specific project and its associate, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same project and any breach of this obligation shall be construed as Conflict of Interest; provided that the

restriction herein shall not apply after a period of 5 (five) years from the completion of the original assignment; provided further that this restriction shall not apply to consultancy / advisory services performed for MIDFC in continuation of a specific consultancy or to any subsequent consultancy/ advisory services performed for MIDFC in accordance with the rules of MIDFC. For the avoidance of doubt, an entity affiliated with the applicant shall include a Partner in the selected applicant's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the applicant's company, as the case may be, and any Associate thereof.

3.8 Number of Proposals

3.8.1 An applicant is eligible to submit only one Proposal. An applicant whether applying individually or in consortium shall not be entitled to submit another proposal.

3.9 Cost of Proposal

The applicants shall be responsible for all of the costs associated with the preparation and delivery of their Proposal including costs and expenses related to visit to the office of MIDFC and their participation in the Selection Process. MIDFC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.10 Acknowledgement by applicants

3.10.1 It shall be deemed that by submitting the Proposal, the applicant has: (a) made a complete and careful examination of the RFE document; (b) received all relevant information requested from MIDFC; (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFE document or furnished by or on behalf of MIDFC or relating to any of the matters referred above; (d) satisfied itself about all matters, things and information, including matters referred herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under; (e) acknowledged that it does not have a Conflict of Interest; and (f) agreed to be bound by the undertaking provided by it under and in terms hereof. MIDFC shall not be liable for any omission, mistake or error on the part of the applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFE document or the Selection Process, including any error or mistake therein or in any information or data given by MIDFC.

3.11 Miscellaneous

3.11.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

3.11.2 MIDFC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to: (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto; (b) consult with any applicant in order to receive clarification or further information; (c) retain any information and/or evidence submitted

to MIDFC by, on behalf of and/or in relation to any applicant; and/or (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any applicant.

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

3.12 Dispute Resolution

- 3.12.1 In all matters of disputes or grievances arising out of the empanelment process or during the course of any assignment awarded to the empanelled applicants, the decision by the Board of Directors of MIDFC will be final and binding on all parties.

4 Data Sheet

4.1 Schedule

The schedule for receipt of applications for empanelment is as follows:

Event	Date	Time
Last date/time for submitting queries/ request for clarifications	21/10/2019	1700 Hrs
Pre-Proposal Conference	22/10/2019	1500 Hrs
Replies to Pre-proposal Queries	25/10/2019	-
Proposal Due Date	11/11/2019	1500 Hrs
Proposal Opening	11/11/2019	1600 Hrs
Validity of Proposal	90 Days	

4.1.1 Venue for Pre-proposal Conference

Office of Meghalaya Infrastructure Finance Development Corporation (MIFDC), House No. L/A-56, C/o Meghalaya State Housing Financing & Cooperative Society Ltd., Lower Nongrim Hills, Shillong- 793003. Phone: 9436102314/7085401314. **For details please visit <http://www.mbda.gov.in>**

Any communication related to the empanelment as well as pre-bid queries may be addressed to:

Office of Meghalaya Infrastructure Finance Development Corporation (MIFDC), House No. L/A-56, C/o Meghalaya State Housing Financing & Cooperative Society Ltd., Lower Nongrim Hills, Shillong- 793003. Phone: 9436102314/7085401314. **For details please visit <http://www.mbda.gov.in>**

The communication / queries should be submitted in standard electronic format (MS Word and PDF files) at the following email address:midfcmegh@gmail.com

4.2 Submission of Proposal

The RFE Proposal shall be addressed to MIDFC, at the following address:

4.2.1 Office of Meghalaya Infrastructure Finance Development Corporation (MIFDC),House No. L/A-56, C/o Meghalaya State Housing Financing & Cooperative Society Ltd., Lower Nongrim Hills, Shillong- 793003.Phone: 9436102314/7085401314. **For details please visit <http://www.mbda.gov.in>**

4.2.2 Submission Requirements

To be eligible for Empanelment, the applicants shall provide evidence satisfactory to MIDFC regarding their eligibility and of their capability to carry out the required services. In addition, all applications submitted shall include the following information:

- i. Covering Letter
- ii. Non-Refundable Document Fee in the form of a Demand Draft of Rs.5000/- in favour of MIDFC Ltd. Payable at Shillong
- iii. Copies of original documents duly certified by the competent authority with seal and stamped on each page defining the legal status, structure of organization, place of business of the Firm/entity;
- iv. Details of the experience and past performance of the applicant duly certified by the competent authority with seal and stamped on each page on works of a similar nature along with supporting documents;
- v. Details of Key Personnel's duly certified by the competent authority with seal and stamped on each page;
- vi. Copy of, GST and PAN Card, Audited Annual Accounts for last three Financial Years;
- vii. A self-declaration that the Consultant Firm has not been black-listed or debarred or penalized in any Central/State Govt./PSU/Autonomous bodies in this regard shall be made by the Consultant Firm along with other documents.
- viii.If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding Power of Attorney for signing the application, in which case a certified copy of Partnership Deed shall accompany the application.
- ix. If the application is made by a Limited Company, it shall be signed by a duly authorized person holding the Power of Attorney for signing the application, in which

case a certified copy of the Power of Attorney issued by the Board of Directors shall accompany the application.

4.2.3 Proposal Preparation

Bidders shall submit their proposal in Original containing all forms in appropriate formats and documentary proofs in spiral/hard bound form and serially numbered.

An authorized representative of the Bidders shall initial all pages of the original Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder themselves. The person who signed the proposal must initial such corrections.

The envelope containing the Proposal in one envelope and Non-refundable Document Fee, shall be placed into other envelope, both to be placed in an outer envelope and sealed along with applicant's name and address in the left-hand corner of the outer envelope and superscripted: -

Request for Empanelment of Consultants for

“REQUEST FOR EMPANELMENT (RFE) OF CONSULTANCY FIRMS FOR FEASIBILITY STUDY FOR HOTELS AND OTHER TOURISM PROJECTS IN MEGHALAYA”

This outer envelope shall bear the submission address, be clearly marked “DO NOT OPEN, EXCEPT BEFORE EVALUATION COMMITTEE. *MIDFC shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated.* This circumstance may be case for Proposal rejection.

The Original Proposal must be sent to the address indicated at Para 4.2 and received by MIDFC no later than the time and the date indicated in the Schedule, or any extension to this date. Any proposal received by MIDFC after the deadline for submission shall be returned unopened.

4.2.4 Mode of Submission

The Proposal complete in all respects must reach to MIDFC at the specified address on or before the stipulated date and time by hand or through Speed/Regd. Post or Courier. *(Proposals received through any other mode will be rejected).*

4.2.5 Late Submission

Proposals received after the deadline for submission prescribed by MIDFC will be rejected.

4.2.6 Modifications and Withdrawal of Proposal

No modifications to the proposal shall be allowed once it is received by MIDFC.

5 Scope of Work

The Broad Scope of Work for the Empanelled Consultants under the two packages shall include, but not limited to the following

The services may further include, but not limited to the following:

STAGE I – FEASIBILITY STUDY

1. Reconnaissance Survey

This exercise would involve carrying out the Site assessment and collection of available existing drawings, project requirements and other related documents in consultation with the client. The objective of the exercise is to assess the existing developments at the site. This exercise would involve a study of the following parameters:

- Accessibility and linkages/ connectivity to key activity hubs in the region
- Site characteristics
- Profile of existing developments in the vicinity that might bear an impact on the market dynamics for the land parcel.

2. Identification of Development Potential

Under this module, the consultant will undertake the following activities:

- a) Identification of the current land use, and zoning regulations, applicable FSI, indicative maximum permissible built-up for hotel development.
- b) Coordinating with Legal Consultant appointed by client for Verification of land title/allotment & registration document/mutation documents – *If Required*
- c) Coordinating with survey agencies appointed by client for contour survey, land area survey, topographical survey etc. - *If Required and* Reviewing the drawings of the survey agencies to assess the developable area on the site.

3. Preparation of Conceptual Master Plan

Based on reconnaissance survey and review of existing facilities, The Consultant shall prepare a concept master plan for the site which shall highlight the areas demarcated for Pedestrian Walkways, landscaping area, structures and devices for storm water management, Sewerage Treatment Plant, circulation pattern, parking facilities.

Conceptual plan shall indicate the land available for development keeping in mind the site constraints that may impede development such as presence of HT/LT Lines over the site and corresponding loss of development area due to any encumbrances.

4. Market Assessment

This exercise would involve carrying out market assessment for a 5-Star Hospitality development. This would include a market study to understand the profile and

performance of existing hospitality developments in the vicinity of the proposed project. The key objective of this exercise would be to understand:

- Current stock of hospitality developments (4 & 5-star segments only) in the vicinity ~ i.e. number of room keys and their location
- Average Room Rates (ARR) and Revenue Per Available Room (RevPAR)
- Average room occupancy trends

5. Cost Estimation

The Consultant shall review the shortfalls/gaps in the available infrastructure facilities in site and shall estimate the construction / development costs (in line with established thumb rule industry benchmarks & discussions with local hotel associations etc.) The Cost estimates will provide for financing costs, interest during construction, etc. The Consultant shall also make a broad assessment of O&M expenses for the project.

6. Preparation of Financial Model

Based on inputs from the market assessment exercise, a detailed financial analysis would be undertaken for the proposed development based on income and cost assumptions. The cash flows thus derived will form a critical part of advising on optimal project structuring and implementation model.

The Consultant shall prepare a reasonable estimation of the likely revenues from the project and prepare Financial Model for assessing the project viability and finalizing the project components. The Consultant shall also make a broad assessment of O&M expenses for the project in its financial models.

7. Project Structuring

The Consultant shall advise the client regarding the structuring of the Project in such a way that it is beneficial and financially feasible for the Developer as well as the Client. The Consultant will design/ develop Public Private Partnership models for the development and implementation of the facility with private sector participation.

DELIVERABLES

- i. Inception Report: The Consultant shall submit an Inception report with preliminary site analysis on the basis of socio-economic, real-estate and urban Trends and regulations. Further the Consultant shall explain the Approach and Methodology on studies, surveys and work plan to be conducted with way forward supported with broad cost estimate.
- ii. Draft Detailed Feasibility Report (DDFR): The consultant shall prepare a detailed Feasibility report comprising of all the components of design but not limited to land assessment, conceptual architectural drawings, market study, cost estimates, revenue projections and financial model for all components that are proposed.
- iii. Final Feasibility Report (DFR): The consultant finalize the report in all aspects including project structure and schedules as may be required for procurement documents.

6 Eligibility Criteria

6.1 General Eligibility Criteria

- 6.1.1 The Bidder/s shall be a proprietor ship firm /Partnership firm/ Private Company/ firm /any legal entity incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Partnership Firm/Limited Liability Partnership (LLP) firm incorporated under the Limited Liability Partnership Act, 2008 or Partnership Act, 1932 or under equivalent law in any other country. The Bidder/s shall be required to submit a true copy of its Incorporation Certificate, along with Proposal.

6.2 Detailed Eligibility Criteria

6.2.1 Technical Criteria

1. The Bidder should meet one of the following Technical Criteria:

- A. The Bidder should have prior experience in providing Transaction Advisory services for at least 1(One) “5 Star Hotel” in a minimum area of about 1.50 Acres Super built-up area or with a minimum Project Cost of Rs.200 Crores, which is already completed and which is into the commercial operations as on the date of issue of this RFP;
- B. The Bidder should have prior experience in preparation of Feasibility Study for atleast 3(Three) “Hotel” /Tourism Projects with a minimum Project Cost of Rs.100 Crores each.

2. The Bidder should meet the following Financial Criteria:

The Bidder should have a minimum Average Annual Turn-Over of Rs.25.00 Cr (Rupees Twenty Five Crores only), whichever is higher, in the past three Financial Years (For the Financial Years of 2016-17; 2017-18& 2018-19).

Completion Certificate

Completion of assignments should be certified by completion certificates/ auditor certification of receipt of full payment of the assignment/ self-attestation by the authorized signatory. On-going assignments for which 60% of work which has been completed by the applicant as fee received and certified by Statutory Auditor/Authorized Signatory shall be considered

7 Period of Empanelment

The empanelment would be for a period of 3 years and can be extended by MIDFC based on the requirement. Notwithstanding anything contained in this RFE document, MIDFC would have sole irrevocable right to terminate the empanelment and/ or increase the number of members of such empanelment and/or issue fresh notice of invitation for similar empanelment without assigning any reason whatsoever.

7.1 Termination of Empanelment

If in the view of MIDFC, the performance of an Empanelled Consultant is not satisfactory, or the Consultant has failed to safeguard the interest of MIDFC, the MIDFC may at its sole discretion, terminate the engagement of the consultant, for project as well as terminate the Firm's empanelment with the MIDFC. In doing so, the MIDFC shall intimate the consultant in writing. The decision of MIDFC in this matter shall be final and binding.

7.2 Award of Work

Procedure for the award of work shall be as follows: -

- MIDFC shall upon receipt of request for procurement of consultancy services from the Planning Department, Government of Meghalaya or executing agency of the State Government/ State Government Undertaking shall invite limited tender(s) from the empanelled Consultants.
- The work will be allotted to the successful Consultant based on either Least Cost Basis or QCBS, this will be subject to the discretion of MIDFC and depending on the scope of the work. The tender may be invited in single bid (financial only) or in two bids (technical & financial) as the case may be. In case the tender is invited in two bids, the financial bids of only those Consultants shall be opened who qualifies in the technical bid. The details of the same will be stipulated in the limited tender proposed to be invited by MIDFC.
- MIDFC also reserves the right to allot the work to any of the empanelled Consultants after giving due consideration to the suitability and competence of the Consultants to handle jobs, with due regard to their proven track record, which shall be reviewed by MIDFC as found necessary, from time to time.

8 Guidance Note on Conflict of Interest

This Note further explains and illustrates the provisions of Clause 3.8.3 of the RFE and shall be read together therewith in dealing with specific cases.

- 1) Technical Consultants shall be deemed to be in a conflict of interest situation wherein it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties.
- 2) Conflict of interest may arise between MIDFC/ Executing Agency and a Technical Consultant or between Technical Consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
 - a) MIDFC/ Executing Agency and Technical Consultants:

- i. Potential Technical Consultants should not be privy to information from MIDFC/Executing Agency which is not available to others; or
 - ii. Potential Technical Consultants should not have defined the project when earlier working for the MIDFC/Executing Agency.
- b) Technical Consultants and Contractors:
 - i. No Technical Consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - ii. No Technical Consultant should be involved in owing or operating entities resulting from the project; or
 - iii. No Technical Consultants should bid for works arising from the project.

Annexure I

To,
Shri B. M. Syiem,
OSD,
MIDFC,
House No. L/A-56, C/o Meghalaya State Housing Financing & Cooperative Society Ltd., Lower
Nongrim Hills, Shillong- 793003.
Phone: 9436102314/7085401314
Email : midfcmegh@gmail.com

Dated

Subject: REQUEST FOR EMPANELMENT (RFE) OF CONSULTANCY FIRMS FOR
FEASIBILITY STUDY FOR HOTELS AND OTHER TOURISM PROJECTS IN
MEGHALAYA

Madam,

With reference to the advertisement in regarding empanelment of consultants with
the Ministry of Tourism, please find enclosed our proposal for empanelment as
consultants for the following panel:-

Declaration: It is certified that our firm fulfills the Minimum Eligibility Criteria. If at
any stage this declaration is found to be wrong, our firm shall be liable for rejection.

Yours faithfully,

Signature of the authorised person: _____

Name of Signatory: _____

Title of Signatory: _____

Name of Firm: _____

Address: _____

E-Mail Id: _____

Mobile and land line no. _____

Encl: As above.

Summary Sheet for Evaluation
(To be filled by applicant firms)

S. No.	Criteria	Information by applicants												
1.	<p>Past Experience of the Firm</p> <p>(i) Number of years of experience</p> <p>(ii) Past Experience of Studies of similar nature(No. of studies)</p> <p>(iii) Past experience of carrying out studies in related sectors</p>													
2.	<p>Experience of Core Personnel</p> <p>(i) No. of Permanent Core professionals</p> <p>(ii) (Qualifications) Number of Permanent Professionals having B.Tech / B.Arch, M. Planning, MBA, Graduation Degree in Statistics, Economics, Applied Mathematics)</p> <p>(iii) Relevant Experience</p> <p>(Distribution of professionals by no. of years of service)</p> <table border="1"><thead><tr><th>Year of Experience</th><th>Number of Permanent Professionals with this experience</th></tr></thead><tbody><tr><td>0-3</td><td></td></tr><tr><td>3-5</td><td></td></tr><tr><td>5-10</td><td></td></tr><tr><td>10-15</td><td></td></tr><tr><td>15 and above</td><td></td></tr></tbody></table>	Year of Experience	Number of Permanent Professionals with this experience	0-3		3-5		5-10		10-15		15 and above		
Year of Experience	Number of Permanent Professionals with this experience													
0-3														
3-5														
5-10														
10-15														
15 and above														
3.	<p>Financial Strength of the Consultant</p> <p>(i) Turnover figures for last three years(2016-17, 2017-18 and 2018-19)</p>													

Certified that the information provided above is correct. In case any mistake/wrong information is found by the MOT, our company/firm will automatically get disqualified for empanelment.

(Signature and Name of the Authorized Person)

Annexure III**Company Profile**

1	Name of the Applicant Firm	
2	Ownership	Government /PSU/ Private
3	Type of Organization / Type of registration certificate held	Public Limited Company/ Pvt. Limited Company/ Others(please specify)
4	(i) PAN Number (ii) GST Registration Number	
5	Name and Designation of Key Management Person(s) (Directors/HoDs etc.)	
6	Date & Year of Establishment of firm	
7	Number of years of experience in Consultancy Services	
8	Number of Permanent Employees a) As on 31 March,2019	
9	Number of Permanent Employees for Consultancy Services a) As on 31 March,2019	
10	Areas of Consultancy / Research	
11	Core Competency	
	Any other important information about the organization	

Annexure IV

Summary of Permanent Core Professionals

S. No.*	Name and Designation	Experience in completed Years	Educational/ Professional Qualifications	Number of Years with the Present Employer	Areas of specialization
(1)	(2)	(3)	(4)	(5)	(6)

Annexure V

Summary of Financial Performance

Year	Turnover from all Sources (In Rs Lakh)	Turnover from Consultancy Assignments (In RsLakh)	Net Profit (in Rs.Lakh)
(1)	(2)	(3)	(4)

Note: 1. A certificate from an auditor / chartered accountant authenticating that the turnover is through consultancy business for each of the 3 years should be attached as a part of Annexure V.

Annexure VI

**Summary List of Surveys/ Assignments/Market Assessments Conducted in Last Five Years
(exclusive of service tax)**

S. No.*	Title of Survey / Assignment	Client Organization	Period of Survey / Assignment	Consultancy Fee Charged (In Rs lakh)	Supporting documents at page of proposal
(1)	(2)	(3)	(4)	(5)	

*Should be consistent with the S. No. given in the Annexure VIII for detailed particulars of the assignment.

Annexure VII

Detailed Particulars of Assignments completed/ in-progress

1. As pe S.No. in the earlier table			
2. Title of the Survey/ Study/ Assignment:		3. Geographical Coverage (States/ districts covered in the survey):	
4. Client Organization:		5. No. of Professional Staff employed:	
6. Start Date: (Month/Year)	7. Completion Date: (Month/Year)	8. Duration of Assignment:	9. No. of Man-months provided by firm:
10. Sample details Size (For Panel I only):		11. Remuneration received by your firm for Professional Services (exclusive of service tax: in Rs. lakh):	
12. Names of associated firms, if any:		13. No. of Man-months provided by associated firms:	
14. Cost of Project (in Rs.lakh) :			
15. Name and function of senior professionals associated with the Survey/ Study/ Assignment:			
16. Brief Description of Survey/ Study/ Assignment:			
17. Exact Nature of services provided by your firm:			

Detailed Particulars of Assignments completed/ in-progress

1. Name of the Firm	
2. Name of Staff	
3. Position	
4. Date of Birth	
5. Nationality	
6. Education <i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]</i>	
7. Membership of Professional Associations	
8. Training <i>[Indicate significant training since completion of education]</i>	
9. Employment Record <i>[Starting with present position, list in reverse order every employment held by staff members since graduation, giving for each employment period of employment, name of employing organization, positions held.]</i>	
10. Work Undertaken in which the staff has made significant contribution	
11. Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. _____ Date: _____ <i>[Signature of staff member or authorized representative of the staff]</i>	
12. Name of authorized representative	
13. Designation of authorized representative	