

I/160202/2023

**DEPARTMENT OF TOURISM
GOVERNMENT OF ARUNACHAL PRADESH
ITANAGAR**

Ref No:- 21012/1/2021

Dated:- September 2023

NOTICE INVITING BIDS

On behalf of the Governor of Arunachal Pradesh, the Department of Tourism, Government of Arunachal Pradesh, is soliciting bids for the leasing of Caravans constructed specifically for tourism purposes, a Department of Tourism initiative to introduce caravan tourism in the state.

Interested tour operators/ travel agencies/ hotels/ homestays/ tour guides/ individuals may submit quotations in a sealed envelope clearly superscripted as 'Bids for Caravan Lease' along with evidence of their experience and competence to run the Caravan business, PAN, GST, and proof of current tax clearance, etc. to the Directorate of Tourism, Doni Colony, Itanagar on or before 28.09.2023 up to 2.00 pm with. The bidder may obtain the tender documents from website www.arunachaltourism.com.

Please carefully read the Caravan Lease Guideline, eligibility criteria, and general terms and conditions and ensure that eligibility criteria and general terms and conditions are thoroughly understood and applied.

Signed by

Kesang Ngurup Damo

Date: 06-09-2023 17:04:11
(Kesang Ngurup Damo)

Director Tourism

CARAVAN LEASE GUIDELINE

1. All Caravans built by the Department of Tourism, Govt. of Arunachal Pradesh shall be leased to private parties on “As is Where is “basis for an initial period of 10 (Ten) years.
2. The Department shall initiate the leasing process of Caravan by inviting NIT/Tender.
3. Lease Agreement will be executed between the Department of Tourism and Lessee as per Lease Agreement Format at Annexure -I.
4. The intending bidder must be capable of investing resources in maintaining and operating the Caravans.
5. The minimum lease amount to be deposited by the lessee in the following order on a yearly basis, however subject to change as per financial bids.
 - a. Year 1: lease amount of Rs. 5.00 lakh
 - b. Year 2: lease amount of Rs. 5.00 lakh
 - c. Year 3: lease amount of Rs. 4.00 lakh
 - d. Year 4: lease amount of Rs. 4.00 lakh
 - e. Year 5 and above: lease amount of Rs. 2.00 lakh
6. A security deposit of Rs. 10.00 lakhs will be charged as an STDR, or Special Term Deposit, payable to the Director of Tourism. The Security Deposit amount shall be refundable on completion of the lease period.
7. Selection

Selection of lessee will be done based on the following criteria.

 - a. Financial Bid amount
 - b. Experience and business profile of the applicant
 - c. Financial soundness (Bank statement of the FY 2021-22 to FY 2023-24) to be provided.
 - d. Business plan of the applicant for maintenance and operation of the Caravan
 - e. After reviewing the submitted applications and proposals, the members of the board will select the lessee, and their decision will be final and binding. The Board will be led by the Secretary of Tourism and consist of the Director of Tourism, One Deputy Director of Tourism, and One Tourist Information Officer.

Annexure -I
CARAVAN
LEASE AGREEMENT

LESSEE'S NAME	
DATE	

Background

The Department of Tourism has agreed to lease the caravan to the Lessee, and the Lessee has consented to the terms and conditions of this Agreement.

Agreed terms

1. Definitions

In this Agreement: -

‘**Agreement**’ means this Caravan/Recreational Vehicle Lease Agreement.

‘**Lessee**’ means the party listed as Lessee in the Parties Schedule.

‘**Department of Tourism**’ means the party listed as Department of Tourism, Govt. of Arunachal Pradesh in the Parties Schedule.

‘**Lease Rent**’ means the amount to be paid by lessee to the Department of Tourism at the end each financial year.

‘**Security deposit**’ means the amount to be deposited by Lessee as STDR, Special Term Deposit.

2. Interpretation

In this Agreement, unless the context otherwise requires, references to: -

- (a) parts, clauses, subclauses, paragraphs and schedules are to parts, clauses, sub-clauses, paragraphs and schedules in this Deed;
- (b) the singular includes the plural and vice versa.
- (c) any gender includes all other genders; and
- (d) a person includes a corporation, a society, an NGO, and an association whether incorporated or not.

The clause headings appearing in this Deed are inserted for convenience of reference and shall not affect the construction of this Deed.

3. Authorized Agents

Any person, persons or corporations who sign this Agreement on behalf of the Lessee warrant that for the purpose of this Agreement they are the duly authorized agent of the Lessee. If such person, persons or corporation is not the duly authorized agent of the Lessee, then in consideration of this Agreement, the person who signs this Agreement on behalf of the Lessee shall be deemed to be bound by all the terms and conditions of this Agreement as if they were the Lessee.

4. Lease rent and security deposit

The lessee shall deposit the lease rent at the beginning of every year and an amount of Rs. 10.00 lakhs as Security Deposit shall be realized in the form of “Short Term Deposit Receipt” (STDR) in favor of Director Tourism by the selected beneficiary before signing of the lease agreement. The Security Deposit amount shall be refundable on completion of the lease period.

5. Offer and Acceptance

The Lessee will submit a signed copy of the completed Agreement to the Department of Tourism, which will serve as the Lessee's Offer, which the Department of Tourism may accept at its sole discretion, which may not be unreasonably withheld, by signing the Agreement.

6. Driver's Qualifications

The lessee should ensure that No person will drive the vehicle unless that person: -

- (a) is over the age of 20 years and under the age of 75.
- (b) has held a FULL driver's license for at least 2 years for driving such class of vehicle.
- (c) is not under the influence of alcohol or a drug with a blood alcohol content exceeding the amount permitted by law in the jurisdiction in which the vehicle is operated.

7. The Department of Tourism's Liability

The Department of Tourism is not responsible for any loss, damage, or inconvenience caused by any individual or group. The Department of Tourism is not liable for any loss or inconvenience caused by any accidents and natural disasters such as floods, landslides, hailstorms, earthquakes, etc., nor for any personal injury or damage to the caravans or passengers including driver resulting from these events.

8. Ownership of Vehicle

The vehicle shall remain the property of the Department of Tourism and the Lessee shall not sub-lease, sell or otherwise part with possession of the vehicle.

9. Insurance Excess Liability

The Lessee is responsible for paying the insurance premium. In the event that the vehicle sustains damage, the lessee shall not claim the security deposit to mitigate the loss and damages. All repairs, maintenance and operations expenses are the lessee's responsibility.

10. Indemnity

The Lessee shall indemnify and keep indemnified the Department of Tourism from and against all claims, loss, damages, and expenses whatsoever, incurred directly or indirectly by reason of any breach of the agreement, negligence, tortuous act or other wrongdoing by the user/ tourists.

11. Termination

The agreement may be terminated by the Department of Tourism at any time if, in its absolute discretion, it considers that the Lessee is a credit risk, the Lessee is in breach of the agreement or in any event on the provision of 7 days' notice in writing by the Department of Tourism to the Lessee.

12. Governing Law and Jurisdiction

The Agreement shall be read and construed according to the law of the State as executed and the parties irrevocably agree that any dispute relating to the Agreement shall be determined in a Court of the State.

SIGNING PAGE:

I/We have read and understood the Terms and Conditions of this Caravan Lease Agreement. I/We agree to be bound by this Caravan Lease Agreement.

I/We have inspected the caravan and agree the caravan is in a new, safe and clean condition.

I/We confirm all the above is true and correct.

Signed by the Department of Tourism

Name:	
Signature:	Date:

Signed by the Lessee

Name:	
Signature:	Date:

Witness

Name:	
Signature:	Date:

(Annexure-II)
Technical Bid

To
The Director
Directorate of Tourism
Government of Arunachal Pradesh
Itanagar-791111

Sub: Technical Bid for leasing of CARAVAN.

Sir,

1. With reference to your advertisement and having examined the NIT Document and understood their contents, I hereby submit this proposal for “leasing of tourism Caravan”.
2. I certify that all information provided there in is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying this proposal are true copies of their respective originals.
3. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the proposal.
4. I acknowledge the right of the Authority to reject the proposal 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 certify that I fulfil the qualification and experience as sought by the Authority.
6. I also certify that the proposal is valid for a period of 45 days from the date of opening of the Financial Proposal
7. I further certify that no investigation by a regulatory authority is pending against me.

a) Year of Establishment with GST details (Attach valid document)	
b) Year of commencement of business	
Financial Soundness (attach bank statement of the FY 2021-22 to FY 2023-24)	
Address for Communication	
Qualification / Certification (Attach valid proof)	
Experience with running tourism business operations like tour guides, vehicle rental, travel agency, tour operator, etc. (Attach valid proof.)	
Business plan for maintenance and operation of Caravan (Attach business plan)	

Yours faithfully,

(Signature and name of the Applicant)

Date:

Address

Mobile No:

E-mail ID:

(Annexure -III)
Financial Bid

To
The Director
Directorate of Tourism
Government of Arunachal Pradesh
Itanagar-791111

Sub: Financial Bid for leasing of CARAVAN.

Sir,

I, the undersigned, offer to take Caravan of Tourism Department on Lease for a period of 10 years as per below given bid rates:

Years	Minimum lease amount for 1 (One) Caravan	BID AMOUNT (Should be more than minimum lease amount per year)
Year 1	Rs. 5.00 lakhs	
Year 2	Rs. 5.00 lakhs	
Year 3	Rs. 4.00 lakhs	
Year 4	Rs. 4.00 lakhs	
Year 5 and above	Rs. 2.00 lakhs	

1. My financial proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any.
2. No fees, gratuities, rebates, gifts, commissions, or other payments have been given or received in connection with this Proposal.
3. I undertake that, in competing for (and, if the award is made to me, in executing) the above contract, I will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
4. I understand you are not bound to accept any proposal you receive.

Date:
Place :

Yours faithfully,

(Signature and name of the Applicant)