



**ECOTOURISM SOCIETY OF HIMACHAL PRADESH (HPECOSOC)
UNDER THE AEGIS OF
HIMACHAL PRADESH FOREST DEPARTMENT (HPFD)
(GOVT. OF HIMACHAL PRADESH)**



RESPONSES TO PRE-BID QUERIES:

Dated :08.07.2024

I. Name of Project: Selection of an Operator for Design, Development, Management/ Providing Services to run Eco-Tourism Activities at 20 Eco-Tourism sites in the State of Himachal Pradesh.

Sr. No.	Document/ Clause Reference	Queries/ Clarifications	Responses
Name of firm: VEDISTYA PVT. LTD., New Delhi			
1.	RFP Clause 3.2	<p>There are essentially two criteria</p> <p>i) <u>Status of Bidder Entity:</u></p> <p>(a) There is no provisions for consortium of 2 or 3 entities to form a consortium and jointly bid for the project(s).</p> <p>(b) There is no criteria for experience in the relevant field of tourism, hospitality, tour operation, camping etc.</p> <p>ii) <u>Financial Capacity:</u></p> <p>(a) There is no provision and benefits for MSME entities as per govt. rules</p> <p>(b) The Net-worth sought of Rs. 3 crores is too high since most of the entities who are likely to apply would be from the tourism and travel industry. It is highly unlikely that such entities would have such high net-worths.</p> <p>We request for the following:</p> <p>i) <u>Status of Bidder Entity:</u></p> <p>(a) Since the scope and purpose of the RFP involves multiple areas of expertise and experience, a provision for consortium of 2 to 3 entities should be allowed.</p> <p>(b) There should qualification criteria for experience in the relevant field of tourism, hospitality,</p>	<p>(i)(a) :</p> <p>As per clause 3.2 of RFP document “A Bidder may be a natural person, sole proprietorship, partnership firm, limited liability partnership under the Limited Liability Partnership Act, 2008 or a company (whether public or private) incorporated under the Companies Act 1956/2013 or any other legal entity duly registered and existing as per its applicable governing law(s).”</p> <p>The provisions of the RFP shall prevail.</p> <p>(b) Regarding qualification criteria for experience, the provisions of the RFP shall prevail.</p> <p>(ii) (a) & (b) :</p> <p>Regarding <u>Financial Capacity:</u>, the provisions of the RFP shall prevail.</p>



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		<p>tour operation, camping etc. otherwise any entity with no background and experience will bid and likely to spoil the complete concept of eco-tourism.</p> <p>ii) <u>Financial Capacity:</u></p> <p>(a) Net Worth: It is likely that entities who in the field of tourism, adventure tourism, hospitality, tour operation, glamping, camping and tents etc. would be interested to bid. However, such companies, atleast in India, will not meet the specified criteria of Net Worth of Rs. 3 crores per site as has been specified. Therefore it is requested that the Net Worth Criteria should either be abolished or should be brought down to bare minimum to encourage greater participation.</p> <p>(b) MSME entities should be extended concessions under the provisions of the MSME Act like zero Tender Fees, reduction in Bid Security etc.</p>	
2.	<p>RFP Clause 1.2.9</p>	<p>It is mentioned that the Concession Period would be 10-years. Sirs, these sites would require significant investment and since most it would be temporary nature, the recovery of investment won't be justified in 10-years. Therefore it is requested that the Concession Period be increased to atleast 20-year with automatic extension by 10-years on the same applicable terms subject to however the bidder having adhered and complied to all norms and conditions of the Authority as per the RFP.</p>	<p>As per the 'Revised Policy on Development of Eco-Tourism in Himachal Pradesh, 2017', the total time period for concession to be granted to private parties is 10 years extendable by 5 years.</p> <p>The provisions of the RFP shall prevail.</p>



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3.	Clause No. 1.2.10	<p>Carrying Capacity for overnight visitors and Day Visitors have been specified. Whilst the bidder can be held accountable for overnight staying visitors, how a bidder can be held responsible and accountable for “Day Visitors”.</p> <p>It is a free country and no one can be stopped by a Private Party. Only the Govt. can stop Day Visitors and therefore Bidders should NOT be held responsible and accountable for “Day Visitors”.</p>	<p>The carrying capacity as defined in the Bidding Document and is calculated keeping in view the minimal impact and ecological footprint on the environment which shall not be changed.</p> <p>The approximate number of day visitors expected by the Operator should be specified in the Development Plan. The range of maximum number of day visitors should be kept between 100 to 180 visitors per day who can spend only upto 6 hours in a day for various permitted ecotourism activities whether on the Ecotourism Site or in the surrounding forest area as per approved Development Plan. However, the final decision in this regard shall be taken by the Nodal Officer/ DFO of the Ecotourism Site keeping in view the specific requirements of the Site from time to time.</p> <p>The provisions of the RFP shall prevail.</p>
4.	Clause No. 1.2.12	<p>It has been mentioned in the RFP that “No permanent structure/ infrastructure/ facilities/ shall be made/ constructed or developed at the Ecotourism Site as part of the Project, however, temporary structures/ facility made predominantly of natural material of local origin may be allowed as per the applicable laws related to development of ecotourism sites both the Central and State Government level”.</p> <p>We have the following issues and suggestions:</p> <ol style="list-style-type: none"> 1) For guest accommodation either a tent and/or Wooden Huts is most likely to be used. For the same, the FOOTING has to be drilled deep into the ground (about 3-4 feet) and then filled with stones and concrete. Technically, this is removable but this should be allowed to provide stability, safety and security to the in-house guests staying overnight. 2) For 24x7 Power Back-up, gensets would be used and a platform needs to be made/constructed for the same. Such 	<p>(1) & (3)</p> <p>As per the ‘Revised Policy on Development of Eco-Tourism in Himachal Pradesh, 2017’: No permanent structures will be allowed. Only following types of structures will be allowed:</p> <ol style="list-style-type: none"> (a) Tents of various types; (b) Wooden structures; (c) Eco-friendly pre-fabricated structures which can be removed; (d) Mud & Bamboo Huts. <p>In all these cases, only flooring with eco- friendly materials shall be allowed such as interlocking tiles with sand base or with local stone base.</p>



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		<p>items should be allowed.</p> <p>3) Similarly for pathways lights, street lights etc</p>	<p>It is herewith being clarified that cemented or concrete foundations are strictly prohibited and shall not be allowed to be laid at the Ecotourism Site along with any other permanent and/or non-eco-friendly materials such as cement, concrete, mortar etc. The filling material for foundations should be local wood/ wood shards only.</p> <p>Limited digging will be allowed up to 1 to 2 meters for laying of MS pipes system by using with wood/ wood shards as the filling material for reinforcement.</p> <p>The Operator would be allowed to install MS Poles for lighting but for affixing these poles no cement or mortar is allowed to be used</p> <p>2) For minimal impact and ecological footprint on the environment, Eco-tourism promotes renewal Energy resources for the sites, therefore power through gensets is not allowed at sites.</p>
5.	Clause 1.2.16	Why website for only Potter Hill?	Potter Hill word deleted from RFP Clause 1.2.16
6.	1.2.17	<p>Whilst it is mentioned in the RFP that “<i>Forest Rest Houses, if any, at or abutting the eco-tourism site(s) shall not be given or utilised for any ecotourism purposes by the Operator</i>” but at other places more specifically the description of the sites like at Page- 55 (Para- 22 & 24) and at other places as well – it is mentioned other including but not limited to restoration and maintenance of such existing structures being put under the scope of the Bidder.</p> <p>In Clause 1.2.6 at Page-18, a contrary view is mentioned “<i>The right of way and access to the Ecotourism Site along with any structure(s) thereon or plant and machinery installed thereat other than the Forest Rest House, if any, shall be assigned to the Selected Bidder (the “Operator”) on “as-is-</i></p>	As mentioned in Clause 1.2.16 , the provisions of the RFP shall prevail.



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		<p><i>where-is” basis only for the purpose developing and setting up various ecotourism facilities and activities and thereafter operating, managing and maintaining the same in terms of the provisions of this RFP and the agreement to be entered into between the Operator and the Authority (the “Draft Concession Agreement” or the “Agreement”), the draft format of which is provided as Vol. II of this RFP”.</i></p> <p>It would be surely better for the cause and objective of the project that any/all existing structures thereon like FRHs only and/or places of accommodation, kitchen and such other hospitality facilities only (and NOT recreational facilities) comes under the bidders purview in the agreement.</p>	
7.	RFP Clause 2.2.2	<p>It should be made ZERO for registered MSME entities.</p>	As mentioned in Clause 2.2.2, the provisions of the RFP shall prevail.
8.	RFP Clause 2.2.4	<p>It should be made 3% of the Agreement Value for registered MSME entities as per the MSME Act.</p> <p>In addition to DD/FDR, kindly include Bank Guarantee (BG) for the same.</p>	As mentioned in Clause 2.2.4, The provisions of the RFP shall prevail.
9.	RFP Clause 2.2.7	<p>It should be made 3% of the Agreement Value for registered MSME entities as per the MSME Act.</p> <p>In addition to DD/FDR, kindly include Bank Guarantee (BG) for the same.</p>	The provisions of the RFP shall prevail.
10	RFP Clause 2.2.10	<p>The “ACF” should be fixed for 3-years and should be increased by 3% after every 3-years i.e. Years 1 to 3: Rs. 10 Lacs per year (say) Years 4 to 6: Rs. 10 Lacs + 3% per year (10,30,000/-) Years 7 to 9: Rs. 10,30,000 + 3% per year And so on This is the usual trade practice. Some asset owners does get 5% increase after every 3-years where the owners makes the investment. Here the investment is made by the bidder.</p>	The provisions of the RFP shall prevail.



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11	<p>RFP Clause 3.1.2</p>	<p>It is mentioned that “Each Bidder shall submit only one Bid for the Project, in response to this RFP. Any Bidder, who submits more than one Bid for the Project, will be disqualified.”</p> <p>Does Project means ONE SITE or all sites under the RFP?</p> <p>If it is One Site, then it is contrary to other terms of the RFP wherein a Bidder can bid for any number of sites.</p> <p>Request clarification.</p>	<p>It is clarified that “Each Bidder shall submit only one Bid for one site however he can apply for other sites after fulfilling the set eligibility criteria in as clause 3.2 of RFP i.e. <u>Bidder can submit the Technical and Financial Bids for various sites as per eligibility criteria mention in Clause 3.1.2 of RFP.</u> Any Bidder, who submits more than one Bid for one site, will be disqualified.</p>
12	<p>Draft Concessions Agreement Article 4</p>	<p>There is no clarity as when the Compliance Date Starts.</p> <p>What happens owing to delays of securing any statutory permissions/ approvals/ NOCs which the Operator shall be required to obtain from any Competent Authority by following the process and fee as prescribed for it.</p> <p>It is mentioned that “Provided however, the Applicable Permits under para (d) does not include any statutory permissions/ approvals/ NOCs which the Operator shall be required to obtain from any Competent Authority by following the process and fee as prescribed for it”.</p>	<p>As mentioned in Draft Concessions Agreement Article 4.7: When all the Conditions Precedent specified in this Article 4 are satisfied or waived, as the case may be, the Parties shall mutually sign a certificate i.e. Certificate of Compliance. The date on which the Certificate of Compliance is signed (the “Compliance Date”) shall be the date of commencement of the Concession Period. The format of Certificate of Compliance is annexed as Schedule-D to Draft Concession Agreement.</p>

Sd/-

**CEO cum APCCF (Eco-Tourism)
Ecotourism Society of Himachal Pradesh**



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CORRIGENDUM NO. 1**



**(RFP Reference Number: Ft/ET/RFP/20ETSites/Phase-II/195)
CORRIGENDUM NO. 1**

Dated: 10TH JULY, 2024

1. This Corrigendum is being issued by HP Ecotourism Society in relation to the Request for Proposal Document issued for “**SELECTION OF AN OPERATOR FOR DESIGN, DEVELOPMENT, MANAGEMENT/ PROVIDING SERVICES TO RUN ECO- TOURISM ACTIVITIES AT 20 ECO-TOURISM SITES IN THE STATE OF HIMACHAL PRADESH**” (RFP Reference No. Ft/ET/RFP/20ETSites/Phase-II/195 dated 26.06.2024) on the web portal <http://hptenders.gov.in/> on 26.06.2024. The purpose of this Corrigendum is to notify all Bidders about the revisions/ modifications made to the Request for Proposal Document and Draft Concession Agreement pursuant to queries/ suggestions received from interested Bidders *via* email to hpecosoc@gmail.com & post to CEO cum APCCF (Eco-Tourism), HPECOSOC, and taken up in the Pre-Bid Meeting dated 08.07.2024.
2. The existing Clause(s)/ Sub Clause(s) of Vol. I: Request for Proposal and Vol. II: Draft Concession Agreement of Ecotourism Site at 20 Eco-tourism sites shall stand modified and replaced with the following amended Clause(s)/ Sub Clause(s) as given in the table below:

Sr. No.	Section/ Clause No.	Existing Clause	Revised/ Modified Clause
<i>Volume-I: Request for Proposal</i>			
1.	1.2.16, Page 22	The Selected Bidder/ Operator shall develop an attractive website for the Potter Hill Ecotourism Site giving particulars about the developed site, the facilities & activities available, how to reach the Ecotourism Site, online booking options, etc. for the convenience of public.	The Selected Bidder/ Operator shall develop an attractive website for Ecotourism Site(s) giving particulars about the developed site, the facilities & activities available, how to reach the Ecotourism Site, online booking options, etc. for the convenience of public.



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2.	2.2.13, Page 25	Any queries concerning this RFP shall be submitted only <i>via</i> email to CEO-cum-APCCF Ecotourism on the e-mail address: hpecosoc@gmail.com. The subject line of the email communication shall clearly bear the following title: “ <i>Queries on RFP for: Selection of an Operator for Design, Development, Management/ Providing Services to run Eco-tourism activities at Potter Hill in Shimla Forest Division of Shimla Forest Circle in the State of Himachal Pradesh</i> ”.	Any queries concerning this RFP shall be submitted only via email to CEO-cum-APCCF Ecotourism on the e-mail address: hpecosoc@gmail.com. The subject line of the email communication shall clearly bear the following title: “ <u>Queries on RFP for: Selection of an Operator for Design, Development, Management/ Providing Services to run Eco- tourism activities at 20 Eco-Tourism sites in the State of Himachal Pradesh</u> ”.
3.	RFP Clause 3.1.2, Page 29	Each Bidder shall submit only one Bid for the Project, in response to this RFP. Any Bidder, who submits more than one Bid for the Project, will be disqualified.	Each Bidder shall submit only one Bid for one site however he can apply for other sites after fulfilling the set eligibility criteria mentioned in as clause 3.2 of RFP i.e. <u>Bidder(s) can submit the Technical and Financial Bids for various sites as per eligibility criteria mention in Clause 3.1.2 of RFP.</u> Any Bidder, who submits more than one Bid for one site, will be disqualified.

3. Any further change/ modification in the Bidding Documents will be made available on the portal <http://hptenders.gov.in/> and on the HPECOSOC’s website <https://himachalecotourism.hp.gov.in> in the form of a Corrigendum.
4. **This Corrigendum No. 1 shall form part of the Bidding Documents.** All other provisions/ terms and conditions of the Bidding Documents shall remain unchanged.

Sd/-

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