



JHARKHAND TOURISM DEVELOPMENT CORPORATION LIMITED

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CORRIGENDUM I

DEVELOPMENT OF TOURISM PROPERTIES IN JHARKHAND ON RENOVATE, OPERATE, MAINTAIN AND TRANSFER (ROMT) BASIS

All bidders are hereby informed that the following clauses of the Bidding Documents stand amended as below:


No	Reference	Existing Clause	Revised Clause
1	RFP Clause 1.2.7	<p>Financial Proposal is invited for the Project on the basis of the annual fee ("Annual Fee") exclusive of GST to be offered by a Bidder for implementing the Project. The Annual Fee shall constitute the sole criteria for evaluation of Financial Proposals. The Project will be awarded to the Bidder quoting the highest Annual Fee for undertaking the Project.</p>	<p>Financial Proposal is invited for the Project on the basis of the annual fee ("Annual Fee") exclusive of GST to be offered by a Bidder for implementing the Project. The Annual Fee shall constitute the sole criteria for evaluation of Financial Proposals. The Project will be awarded to the Bidder quoting the highest Annual Fee for undertaking the Project.</p> <p>As part of the Financial Proposal, the Bidder is required to quote the Annual Fee offered by them to the Authority for the 1st anniversary of execution of the Project Development and Management Agreement ("Annual Fee") in the format provided at Appendix I. The Financial Proposal shall clearly indicate the amount in both figures and words, in Indian Rupees.</p> <p>The Authority has fixed minimum annual fee to be quoted by the Bidder [the "Minimum Annual Fee"] with respect to the tourism property for which the Bidders intending to submit its Proposal as provided in the table below:</p>

No	Reference	Existing Clause	Revised Clause												
		<p>The Financial Proposal shall clearly indicate the amount in both figures and words, in Indian Rupees.</p> <p>i. The Annual Fee offered by the Successful Bidder shall be payable to the Authority from the 1st (first) anniversary of execution of the Project Development and Management Agreement i.e. for the 2nd year from the date of execution of Project Development and Management Agreement and shall be escalated by 5% (five percent) compounding annually throughout the Agreement Period as per the Project Development and Management Agreement.</p> <p>ii. The Developer should pay the Annual Fee to the Authority notwithstanding the fact that, the development of Project Facilities is not completed within the specified period or Developer does not start the commercial operation of the Project. In other words, the Developer shall not be entitled to seek any reduction of Annual Fee, claim, damages, compensation or any other consideration from the Authority on account of any reason.</p> <p>iii. The Annual Fee is exclusive of GST and GST shall be payable by the Developer at actual over and above the Annual Fee at the prevailing rates.</p> <p>iv. The Annual Fee shall be payable to the Authority, on or before 30 (thirty) days prior to the commencement of every year in advance in accordance with the terms of Project Development and</p>	<table border="1"> <thead> <tr> <th data-bbox="1252 1108 1300 1176">No</th> <th data-bbox="1252 1377 1300 1534">Property</th> <th data-bbox="1252 1691 1300 1982">Minimum Annual Fee exclusive of GST (in Rs.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1189 1108 1220 1176">1</td> <td data-bbox="1189 1377 1220 1646">Tourist Information Centre, Jamshedpur</td> <td data-bbox="1189 1691 1220 1892">4,00,000</td> </tr> <tr> <td data-bbox="1141 1108 1173 1176">2</td> <td data-bbox="1141 1377 1173 1646">Tourist Information Centre, Daltonganj</td> <td data-bbox="1141 1691 1173 1892">1,00,000</td> </tr> <tr> <td data-bbox="1093 1108 1125 1176">3</td> <td data-bbox="1093 1377 1125 1646">Wayside Amenities, Trikut, Deoigarh</td> <td data-bbox="1093 1691 1125 1892">3,00,000</td> </tr> </tbody> </table> <p>Note:</p> <p>i. The Bidder(s) should quote the Annual Fee above the Minimum Annual Fee with respect to each tourism property for which the Bidder is intending to submit its Proposal. Only the Financial Proposal which is above the Minimum Annual Fee shall be considered for evaluation. The Authority shall reject all the Proposals being less than the Minimum Annual Fee. The highest Annual Fee shall constitute the sole criteria for evaluation of the Financial Proposal.</p> <p>ii. The Annual Fee offered by the Successful Bidder shall be payable to the Authority from the 1st (first) anniversary of execution of the Project Development and Management Agreement i.e. for the 2nd year from the date of execution of Project Development and Management Agreement and shall be escalated by 5% (five percent) compounding annually throughout the Agreement Period as per the Project Development and Management Agreement.</p> <p>iii. The Developer should pay the Annual Fee to the Authority notwithstanding the fact that, the development of Project Facilities is not completed within the specified period or Developer does not start the commercial operation of the Project. In other words, the Developer shall not be entitled to seek any reduction of Annual Fee, claim, damages, compensation or any other consideration from the Authority on account of any reason.</p>	No	Property	Minimum Annual Fee exclusive of GST (in Rs.)	1	Tourist Information Centre, Jamshedpur	4,00,000	2	Tourist Information Centre, Daltonganj	1,00,000	3	Wayside Amenities, Trikut, Deoigarh	3,00,000
No	Property	Minimum Annual Fee exclusive of GST (in Rs.)													
1	Tourist Information Centre, Jamshedpur	4,00,000													
2	Tourist Information Centre, Daltonganj	1,00,000													
3	Wayside Amenities, Trikut, Deoigarh	3,00,000													



No	Reference	Existing Clause	Revised Clause
		<p>Management Agreement. The first instalment of the Annual Fee shall be paid 30 (thirty) days prior to the commencement of the 2nd year from the date of execution of Project Development and Management Agreement.</p>	<p>iv. The Annual Fee is exclusive of GST and GST shall be payable by the Developer at actual over and above the Annual Fee at the prevailing rates. v. The Annual Fee shall be payable to the Authority, on or before 30 (thirty) days prior to the commencement of every year in advance in accordance with the terms of Project Development and Management Agreement. The first instalment of the Annual Fee shall be paid 30 (thirty) days prior to the commencement of the 2nd year from the date of execution of Project Development and Management Agreement.</p>
2	<p>RFP Clause 2.1.1 (b)</p>	<p>The Bidder should demonstrate the following technical capacity (the "Technical Capacity"). The Bidder should be owning at least one hotel / resort of minimum 10 rooms for last 3 years preceding the Proposal Due Date.</p>	<p>In this RFP, the term "Highest Bidder" shall mean the Bidder who is offering the highest Annual Fee above the Minimum Annual Fee to the Authority.</p> <p>The Bidder should demonstrate the following technical capacity (the "Technical Capacity"):</p> <p>i. The Bidder should be owning at least one hotel / resort of minimum 10 rooms for 3 years preceding the Proposal Due Date, or</p> <p>ii. The Bidder should be owning at least one restaurant / food court / banquet hall with minimum built-up area of 2500 sq. ft. for 3 years preceding the Proposal Due Date.</p>
3	<p>RFP Clause 2.10.4</p>	<p>The Bid Security shall be forfeited in the following cases:</p> <p>a. If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.17.</p> <p>b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.</p> <p>c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.</p>	<p>The Bid Security shall be forfeited in the following cases:</p> <p>a. If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.17.</p> <p>b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.</p> <p>c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.</p> <p>d. If a Bidder engages in a corrupt or undesirable practices.</p>

No	Reference	Existing Clause	Revised Clause
		<p>d. If a Bidder engages in a corrupt or undesirable practices.</p> <p>e. In the case the Successful Bidder, fails within the specified time limit to:</p> <ol style="list-style-type: none"> sign and return the duplicate copy of LOA; sign the PDMA with the Authority; or furnish the Performance Security within the prescribed period. 	<p>e. In the case the Successful Bidder, fails within the specified time limit to:</p> <ol style="list-style-type: none"> sign and return the duplicate copy of LOA; sign the PDMA with the Authority; or furnish the Performance Security within the prescribed period. <p>f. If the Annual Fee quoted by Bidder is below the Minimum Annual Fee fixed by the Authority.</p>
4	RFP Clause 3.4.2	<p>The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The Annual Fee shall be the sole parameter for selection of the Bidder for award of the Project. The Bidder quoting the highest Annual Fee would be declared as the Successful Bidder ("Successful Bidder").</p>	<p>The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The Annual Fee shall be the sole parameter for selection of the Bidder for award of the Project. The Bidder quoting the highest Annual Fee above the Minimum Annual Fee would be declared as the Successful Bidder ("Successful Bidder").</p>
5	APPENDIX C: FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER	<p>Appendix C, as provided in the RFP issued for the project</p>	<p>As provided in "Annexure" to this CORRIGENDUM I.</p>
6	Draft PDMA - Clause S.3.1	<p>The Developer shall within 60 (sixty) days from the date of handover of Project Site submit to the Authority a detailed project implementation plan ("Project Implementation Plan") and make a presentation on the same to the Authority. The Project Implementation Plan</p>	<p>The Developer shall within 60 (sixty) days from the date of handover of Project Site submit to the Authority a detailed project implementation plan ("Project Implementation Plan") and make a presentation on the same to the Authority. The Project Implementation Plan should set out in reasonable detail the information required as detailed in Schedule 2. The activities allowed would be tourism & tourism related activities in</p>

No	Reference	Existing Clause	Revised Clause
		should set out in reasonable detail the information required as detailed in Schedule 2.	accordance with the Tourism Policy of the State of Jharkhand as amended from time to time.
7	Draft PDMA – Clause 5.4.7	Not Provided	<p>The Developer shall at its own cost within the Project Site handover a fully furnished office space to the Authority as per the Authority's requirements for its own use within 6 (six) months of entering into this Agreement. The space shall be finalized at the time of joint inspection of the Project Site according to Clause 4.1.1. The said space shall be used by the Authority for the purpose of running a Tourist Information Centre. The said Tourist Information Centre shall be operated & maintained by the Developer throughout the Agreement Period under the guidance of the Authority. However, the Authority is not bound to pay any rent to the Developer for this purpose.</p> <p>The Developer shall provide one staff cum computer operator at its own cost. Any relevant information material, booklet will be provided by the Authority or Department of Tourism for display & distribution. The Developer shall also maintain online inventory of item and reservation system at the local level. The Developer must provide silent generator and other power backup facilities.</p> 

All subsequent notifications, changes and amendments to the Bidding Document will be posted only on the website www.jharkhandtourism.gov.in/tender and shall not be published in the newspapers.

JTDC shall have the right to reject one or all proposals and also cancel the bid process at any stage without assigning any reason whatsoever.

Remaining terms and conditions remain the same.

APPENDIX C: FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER*(To be submitted on the Letterhead of the Bidder)**(Refer Clause 2.1.1 (b) of the RFP)***I. For claiming experience of owning a hotel / resort**

Item	Particulars
Name of the Hotel / Resort	
Location of the Hotel / Resort	
Number of rooms in the Hotel / Resort	
Period during which the Hotel / Resort is owned by the Bidder	

Instructions:

- The Hotel / Resort cited must comply with the eligibility criteria specified in Clause 2.1.1 of the RFP.
- The Bidder should furnish following documents:
 - A copy of trade license from concerned local body, Municipality, Corporation, etc.
 - Copy of PAN, GST Registration Certificate
 - Certificate from a Statutory Auditor in the format provided below:

Format for Certificate from Statutory Auditor for Technical Capacity of the Bidder*(To be submitted on the Letterhead of the Statutory Auditor)*

TO WHOMSOEVER IT MAY CONCERN	
We have verified the relevant statutory and other records of M/s _____ <i>[Name of the Bidder]</i> , and certify that M/s _____ <i>[Name of the Bidder]</i> is the owner of the _____ <i>[name of the Hotel / Resort]</i> located at _____ and is owned for a period commencing from _____ to _____ years.	
We further certify that the _____ <i>[name of the Hotel / Resort]</i> has _____ number of rooms.	
This certificate is being issued to be produced before Jharkhand Tourism Development Corporation Limited.	
Seal and Signature of the Statutory Auditor (including membership number)	
Date: _____	
Place: _____	

II. For claiming experience of owning a restaurant / food court / banquet hall

Item	Particulars
Name of the Restaurant / Food Court / Banquet Hall	
Location of the Restaurant / Food Court / Banquet Hall	
Area of the Restaurant / Food Court / Banquet Hall	
Period during which the Restaurant / Food Court / Banquet Hall is owned by the Bidder	

Instructions:

1. The Restaurant / Food Court / Banquet Hall cited must comply with the eligibility criteria specified in Clause 2.1.1 of the RFP,
2. The Bidder should furnish following documents.
 - (i) A copy of trade license from concerned local body, Municipality, Corporation, etc.
 - (ii) Copy of PAN, GST Registration Certificate
 - (iii) A Certificate from a Statutory Auditor in the format provided below:

Format for Certificate from Statutory Auditor for Technical Capacity of the Bidder
(To be submitted on the Letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN
We have verified the relevant statutory and other records of M/s _____ <i>[Name of the Bidder]</i> , and certify that M/s _____ <i>[Name of the Bidder]</i> is the owner of the _____ _____ <i>[name of the Restaurant/ Food Court / Banquet Hall]</i> located at _____ and is owned for a period commencing from _____ to _____ years.
We further certify that the _____ <i>[name of the Restaurant/ Food Court / Banquet Hall]</i> has area of _____ sq. feet.
This certificate is being issued to be produced before Jharkhand Tourism Development Corporation Limited.
Seal and Signature of the Statutory Auditor (including membership number) Date: _____ Place: _____

Note:

It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.


19/6
Managing Director
JTDC
19/06/2019