



Request for Proposal

**Volume I: Instruction to Bidders**

**Selection of Operator for:**

**Park and Food Kiosk at Hatia Dam**

**Bid Due Date: 13.10.2017**

**Issued by:**

Managing Director

Jharkhand Tourism Development Corporation Limited

Tourist Complex, 5, Mahatma Gandhi Marg, Ranchi-834 001,

Tel No. +91 651 2331643/2331828

Fax: +91 651 2331828

Email-jtdcltd@gmail.com

## **DISCLAIMER**

1. The purpose of the RFP is to provide interested parties with information that may be useful to them in making their proposal including financial offers (the "Bid") pursuant to this RFP. Each Bidder should, 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.
2. JTDC, its employees and advisors also accept 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.
3. JTDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this RFP.
4. Laws of the Republic of India are applicable to this RFP.

## INTRODUCTION

### 1.1 BACKGROUND

- 1.1.1 Jharkhand Tourism Development Corporation Limited, also referred to as the “JTDC” or “**Authority**”, is a nodal agency under Department of Tourism, Government of Jharkhand (“DoT”) with a mandate to develop tourism infrastructure in the State of Jharkhand. JTDC is operating various hotels and tourist complexes in the State of Jharkhand for providing residential accommodation to the tourists.
- 1.1.2 JTDC has developed one such Tourist destination **Park and Food Kiosk at Hatia Dam**. (herein after referred to as **Project Facility**) spread in approx three acres of land, is located within the Ranchi City of Jharkhand amid a picturesque backdrop, ideal as tourist destination centers.
- 1.1.3 JTDC intends to select a private sector developer for undertaking Upgradation, Operation, Maintenance and Management of the Project Facility in terms of the specifications and performance standards as set out in the Authorisation Agreement (“**Project**”). The Authority invites sealed Bids comprising Technical Bid and Price Bid from interested Bidders for the proposed Project. The private sector Players selected for the facility shall be handed over the possession of the Project Facility on as-is-where-is basis along with the license rights in respect thereof for undertaking upgradation, operation and maintenance of the Project facility for a period of 10 (ten) years from the date of execution of the Authorization Agreement. The same may be extended if necessary for another 10 years subject to satisfactory performance of the selected bidder on the same terms & conditions.
- 1.1.4 The scope of work for the Project shall broadly include:
- a) upgradation, operation, maintenance and management of the Project Facility.
  - b) Implementation of the Project as per the detailed project report (DPR) approved by the Authority.
  - c) Payment of all amounts in terms of the Authorisation Agreement to the Authority
- 1.1.5 The possession of the Project Facility along with that of movable & immovable property thereon will be handed over to the Preferred Bidder in the manner and within the period specified in the Authorization Agreement on an as-is-where-is basis.
- 1.1.6 A Bidder can be a company/ partnership firm/other legal entity incorporated/established as per the applicable laws of the country of its origin.
- 1.1.7 The Authorization Agreement to be entered into between JTDC and the Authorizee is enclosed as a part of the Bid document.
- 1.1.8 i. The Bidder shall pay an amount equivalent to Rs 5,00/ (Rs Five hundred only) to the Authority in lieu of the RFP document being provided to the Bidders, by way of a demand draft in favor of ‘ **Jharkhand Tourism Development Corporation Limited**’ drawn on a Scheduled Commercial Bank, and payable at Ranchi. Alternatively Bidder can also download the RFP document from Government of Jharkhand website however in case of

downloading of the bid documents, bidder/(s) have to submit the said demand draft (non refundable) along with their Proposal.

- ii. The Authorisee shall prepare a detailed project report for upgradation, operation & maintenance of the Project Facility detailing out the upgradation plan, fittings & fixtures proposed in the Project Facility, at its own cost in conformation with the various statutory provisions and Good Industry Practices within 30 days of signing of Authorization Agreement with JTDC.
  - iv. The Authorisee shall obtain and maintain at its own cost all applicable permits in conformity with the applicable laws and shall be in continuous compliance therewith while undertaking the development of the Project.
  - v. During the Upgradation Period and at any time during the Authorization Period, the Authorisee may do this with prior written approval of the Authority subject further to necessary/ mandatory clearance from municipal and other relevant Competent Authority.
  - vi. In terms of the Authorization granted to the Authorisee , the Authorisee shall be entitled to collect inter-alia all revenue including visiting charge, facility charge, food & beverages charges and other user charges for amenities provided in the Project.
- 1.1.9 The Technical Bid to be submitted by bidders shall comprise Technical and Financial Capability documents and other requirements like power of attorney. The Financial Bids of only those bidders who qualify in the Technical Bid evaluation shall be opened for selecting the Preferred Bidder The Technical Bid would be evaluated based on the criteria set forth. Only those Bidders, whose Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids.
- 1.1.10 The Bid shall be valid for a period of not less than 120 days from the Bid Due Date.
- 1.1.11 A Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of Rs. 10,000/- (Rupees Ten Five Thousand only) for the facility. The Bid Security shall be refundable to unsuccessful bidders not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Preferred Bidder whose Bid Security shall be retained till it has provided the Performance Security under the Authorization Agreement. The Bidders will provide Bid Security in the form of a demand draft drawn on any Nationalized/Scheduled Bank, The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.1.12 The Bidder quoting the highest Annual License Fee shall be the Preferred Bidder of the project facility.
- 1.1.13 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officers designated in Clause 2.11.3 . The envelopes/ communication shall clearly bear the following identification/ title:

**"Queries/Request for Additional Information: RFP for "Upgradation, Operation, Maintenance and Management of Park and Food Kiosk at Hatia Dam ".**

- 1.1.14 The Financial Bid shall be furnished in the format prescribed clearly indicating the amount of Annual License Fee payable by the Authorizee to JTDC in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the highest amount indicated shall be taken into account.
- 1.1.15 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

## **2.1 Eligibility of Bidders**

- 2.1.1 A Bidder can be a company/ partnership firm/other legal entity incorporated/established as per the applicable laws of the country of its origin.
- 2.1.2 The Bidder shall submit the Bid in two separate envelopes marked as Technical Bid and Financial Bid respectively. The two envelopes marked as Technical Bid and Financial Bid respectively, shall be placed inside the outer envelope marked in terms hereof.

## **2.2 Technical & Financial Criteria**

### **a) Technical Criteria:**

The Bidder should have, in the past 3 (three) financial years preceding the Bid Due Date, operation and maintenance experience with respect to atleast two park of minimum 5,000 sq. ft.size.

Or

Shall have ownership of one banquet hall of minimum 5000 sq. ft.

Or

Owner of a hotel of minimum 06 rooms;

Or

Owner of restaurant of minimum 2500 sq. ft ;

And

### **b) Financial Criteria:**

- i. **Turnover:** The Bidder should have a minimum average annual turnover of Rs. 10 lakh, in the past 03 financial years and Networth of Rupees 03 lakhs in preceeding financial year..

**Turnover** shall mean gross sales or gross revenue.

2.2.1 **Litigation History:** The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years.

### 2.3 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site/Project Facility and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

### 2.4 Amendment of RFP

2.4.1 At any time prior to the deadline for submission of RFP, 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.

2.4.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP.

2.4.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

### 2.5 Right to accept and to reject any or all Bids

2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

### 2.6 Documents comprising the Bid

2.6.1 The bids shall be submitted in two envelopes which comprise the following documents:- A.

**Envelope-I Technical Bid :** The Bidder shall submit the Technical Bid in the format specified

- i) Letter Comprising the Bid in the form and manner as described in Annexure I
- ii) Checklist as described in Annexure II
- iii) Details of the Bidder in the form and manner as described in Annexure III
- iv) Technical Capacity of the Bidder in the form and manner as described in Annexure IV
- v) Financial Capacity of the Bidder in the form and manner as described in Annexure V
- vi) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI
- vii) Power of Attorney authorising the signatory of bid Annexure VII
- ix) Litigation History

- xi) Bid Security for an amount;
- xii) Audited report of the balance sheet of the last three financial years of the Bidder..
- xiii) A copy of the entire bid document (along with its addendum, if any) duly signed on each page by the authorised signatory of the Bidder. The Bid document shall also have the Bidder's stamp on each page along with signature of the authorised representative of the bidder.

**B. Envelope-II Financial/Price Bid:** The Bidder shall submit the Financial/Price Bid in the format specified. The minimum price which may be quoted by the tenderer for the property is Rs.1,00,000/- per annum.  
The license fee will increase @ of 10% per annum.

**Each part shall be separately sealed and marked**

The Bidder shall prepare and submit one copy of the Bids (Technical Bid and Financial Bid).

2.6.2 The queries and completed RFP must be submitted to:

**Managing Director**

Jharkhand Tourism Development Corporation Limited  
Tourist Complex, 5, Mahatma Gandhi Marg, Ranchi-834  
001, Tel. No. +91 651 2331643 / 2331828  
Fax: +91 651 2331828  
E-mail : [jtdcltd@gmail.com](mailto:jtdcltd@gmail.com)

2.6.3. The Annual License Fee quoted by the Bidder shall be exclusive of GST and GST shall be payable at actual over and above the Annual License fee by the Preferred Bidder/ Authorizee

2.6.4 The Authorizee shall be granted a period of 6 months from the date of agreement for undertaking the upgradation of the Project Facility. The Authority may in its sole discretion grant extension of the Upgradation Period in the manner and on terms as set forth in the Authorization Agreement.

**2.7. Bid Validity**

2.7.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date.

2.7.2 Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period.

**2.8. Submission of Bids**

**2.8. Sealing and Marking of Bids**

2.8.1 The Bidder shall submit the Bid in two envelopes as below:

Envelope I: Technical Bid

Envelope II: Financial Bid

The Technical & Financial Bid shall be sealed in separate envelopes (Envelopes I &II) and the

sealed Technical & Financial Bid envelopes (Envelopes I &II) shall be put in an outer envelope and sealed. The envelopes shall be respectively marked as follows:-

**Outer Envelope:**

Bids for the Upgradation, Operation, Maintenance and Management of **Park and Food Kiosk at Hatia Dam**

**Envelope- I Technical Bid:**

Technical Bid for the Upgradation, Operation, Maintenance and Management of **Park and Food Kiosk at Hatia Dam**. The Envelope I marked as 'Technical Bid' shall contain the following:

- i) Bid Security in a separate sealed envelope marked "Bid Security"
- ii) Documents listed .

**Envelope- II Financial Bid:**

The Bidder shall submit its Price Bid in the format specified, and seal it in Envelope II and mark it as "Financial Bid for the Upgradation, Operation, Maintenance and Management of **Park and Food Kiosk at Hatia Dam**."

The two inner envelopes (Envelopes I &II) marked as 'Technical Bid' and Financial Bid' shall be enclosed in an outer envelope and sealed.

2.8.2 The inner and outer envelopes shall be addressed to the Authority, Indicate the name and address of the Bidder.

**2.9. Deadline for Submission of Bids (Bid Due Date)**

2.9.1 Bids must be received by the Authority at the address on or before 03.00 PM of 13.10.2017.

2.9.2 The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.

Any Bid received by the Authority after the Bid Due Date and time will be returned unopened to the Bidder.

**E. Bid Opening and Evaluation**

**2.10 Opening of Technical Bid**

2.10.1 The Authority will open the outer envelope of all the Bids received containing the sealed Technical Bid and the sealed Financial Bid and announce the names of Bidders,

2.10.2 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

**2.11 Examination of Technical Bid and Determination of Responsiveness of the same**

2.11.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security.

2.11.2 If the Bid Security furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form the Bid shall be rejected by the



Authority as non-responsive.

2.11.3 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority;

2.11.4 The Authority shall inform, by fax, the Bidders, whose Technical Bid is found to be responsive and who are shortlisted, the date, time and place of opening of Financial Bid.

## **2.12 Opening of Financial Bids**

2.12.1 The Authority will open the envelope marked 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive.

2.12.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.12.4 In evaluating the Financial Bids, JTDC will determine for each Financial Bid the Annual License Fee quoted by the Bidder,

2.12.5 Any effort by the Bidder to influence JTDC in the JTDC's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

## **F. Award of Contract**

2.13.1 As per the evaluation of the Bids of this RFP, the technically qualified Bidder quoting the highest Financial Bid/Offer would be considered as the Preferred Bidder/Highest Bidder.

## **2.14. Authority's Right to Accept any Bid and Reject any or all Bids**

2.14.1 Notwithstanding anything contained above, JTDC reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract.

2.14.1 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof.

2.14.2 In the event the duplicate copy of the LOI duly signed by the Preferred Bidder is not received by the stipulated date, or the preferred bidder does not enter into agreement or start operation and pay the license fee on time the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/ performance security of such Bidder as loss and damage suffered by the Authority on account of failure of the Preferred Bidder to acknowledge/ abide the RFP, the Authority may initiate the process of cancellation after issuing 30 days termination notice.

2.14.3 After acknowledgement of the LOI as aforesaid by the Preferred Bidder, it shall cause the Authorisee to execute the Authorization Agreement within the period as prescribed in the Lol. The Preferred Bidder shall not be entitled to seek any deviation, modification or amendment in the Authorization Agreement.

## **2.15. Performance Security**

2.15.1 Within 15 (fifteen) days of the date of receipt of the Lol or before signing of Authorization Agreement, whichever is earlier, the Preferred Bidder shall furnish to the Authority, a Performance Security

equivalent to the Annual License Fee quoted by the Preferred Bidder in its Financial Bid, in the form of a Bank Guarantee/Demand Draft drawn on any Scheduled Commercial Bank, in favour of Jharkhand Tourism Development Corporation Limited payable at Ranchi.

2.15.2 The Authorisee shall ensure that the amount of Performance Security is revised from time to time, till the end of the Authorization Agreement, so that the Performance Security is at all times equivalent to Annual License Fee payable in a particular Accounting Year.

2.15.3 Preferred Bidder shall cause the Authorisee to execute the Authorization Agreement within the period as prescribed in the Lol.

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

**2.16. Reimbursement of professional fee** :- on issuance of LOI the successful bidder shall reimburse professional fees for outsourcing process to JTDCL by a demand draft of Rs 25000.00 in favour of Jharkhand Tourism Development corporation Ltd.

### **2.17 Bid Validity**

2.17.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date.

2.17.2 Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period.

### **Important conditions of tender:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Remarks</b>
1	RFP submission date and time	13 October, 2017 on or before 03.00 PM
2.	Bid Document price	Rs.500, through DD or Cash payable to Jharkhand Tourism Development Corporation Ltd.
3.	Number of years for which property is to be given on license basis	10 years + 10 Years
4.	Area of property	Total area in which kiosks are constructed approx 3 acres.
5	Technical qualification required.	The Bidder should have, in the past 3 (three) financial years preceding the Bid Due Date, operation and maintenance experience with respect to atleast two park of minimum 5,000 sq. ft. size.  Or Shall have ownership of one banquet hall of minimum 5000 sq. ft.

		Or Ownership of hotel of minimum 06 rooms Or Owner of a restaurant of minimum 2500 sq. ft
6.	Financial qualification	Turnover: The Bidder should have a minimum average annual turnover of Rs. 10 lakh, in the past 03 financial years and Networth of Rupees 03 lakhs in preceding financial year..
7.	Minimum reserve Price ,	Rs. 1,00,000/- Per Annum
8	Amount of Bid Security	Rs.10,000/- in the form of DD in favour of Jharkhand Tourism Development Corporation Ltd.
9.	Agreement with Jtdcl	Within stipulated time under Lol
10.	Submission of DPR	Within One month of Agreement
11.	Development Period	Six months from the date of Agreement or five months from the date of approval of DPR whichever is later.
12.	Commercial operation start date, from which date license fee shall be payable	From the expiry of Six months from the date of Agreement or five months from the date of approval of DPR whoever is later.
13	Performance Security	Amount equivalent to bid price
14.	Annual increase in license fee	@10% Per Annum
15.	Reimbursement of professional fee for outsourcing process to JTDCL.	On issuance of LOI the successful bidder shall reimburse to JTDCL, by a demand draft of Rs 25000.00

**Annexure I: Letter Comprising the Bid**

Ref.

Date: To,

The Managing Director  
Jharkhand Tourism Development Corporation Limited  
Tourist Complex, 5, Main Road,  
Ranchi – 834001  
Jharkhand, India

Dear Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the "Upgradation, Operation, Maintenance and Management of --- Park and Food Kiosk at Hatia Dam.

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s \_\_\_\_\_[...] (*name of the Bidder/ Consortium Members (with Lead Member .....*)-, in accordance with the conditions stipulated in the RFP.
3. We agree and undertake to abide by all these terms and conditions.
11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. The Annual License Fee has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, Authorization Agreement, our own estimates of costs and

Thanking You,

Yours Sincerely,

**For and on behalf of** : (name of the Bidder and the Company Seal)

**Signature** : (Authorised Representative & Signatory)

**Name of the Person**

**Designation** :

**.Annexure II: Checklist of Submissions**

SI No	Enclosures to the Technical & Price Bid	Status (Submitted/Not Submitted)	Comments, if any
1	Covering Letter		
2	Details of Bidder		
3	Technical Capacity (Experience) of the bidder		
4	Turnover OR Net worth (Financial Capacity) of the bidder		
5	Statement of Legal Capacity		
6	Power of Attorney for signing of Bid		
7	Power of Attorney of Lead Member		
8	Joint Bidding Agreement		
9	Bid Security		
10	Information regarding litigation, debarment, arbitration, etc.		
11	Bid document along with addendum duly signed by Authorised signatory and stamped.		
12	Audited report of the balance sheet of the last three financial years of the Bidder		
13	In case financial strength is being used of the Associates than Board Resolution and Letter of Undertaking		
14	Price Bid Letter and submissions in line with the RFP requirements		

### Annexure III: Details of Bidder

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India: (d)  
Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/ communication for JTDC: (a)  
Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number: (f)  
E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder: (a)  
Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

**Annexure IV: Experience (Technical Capacity) of Bidder**

(Refer Clause 2.2.2)

**A. Details of work pertaining to Eligible Projects executed**

<b>Name of the Park / Banquate hall/ Hotel/ Restaurant with address</b>	<b>Name of the authority whose experience is being claimed in Park case</b>	<b>Area of Park/ Banquate Hall/ Hotel/ Restaurant</b>	<b>Work Assigned</b>

***B. The Bidder has to provide work order obtained from the authority for operation and maintenance of park.***

***C. In case of Banquate hall, Hote and Restaurant self attested declaration about the area of the same with auditors certification on it require.***

**Annexure V: Financial Capacity of the Bidder**

<b>Networth As on 31.03.2017</b>	<b>Annual Turnover for preceding three Financial Years (Rs. In Cr)</b>		
	<b>2016-17</b>	<b>2015-16</b>	<b>2014-15</b>
Average turnover of three years			
Copy of financial statement certified by auditor should be attached for the purpose.			



## **Annexure VI: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Ref.

Date: To,

The Managing Director  
Jharkhand Tourism Development Corporation Limited  
Tourist Complex, 5, Main Road,  
Ranchi – 834001  
Jharkhand, India

**Sub: Bid for “Upgradation, Operation, Maintenance and Management of Park and Food Kiosk at Hatia Dam**

Dear Sir,

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

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

**Annexure VII: Price Bid (Financial Bid)**  
**FINANCIAL/ PRICE BID LETTER & FORMAT FOR PRICE OFFER**

To,  
The Managing Director  
Jharkhand Tourism Development Corporation Limited  
Tourist Complex, 5, Main Road,  
Ranchi – 834001  
Jharkhand, India

**Sub: Financial Bid for “Upgradation, Operation, Maintenance & Management of  
.....(name of the Project Facility), Jharkhand”**

**Dear Sir,**

As a part of the Bid for Upgradation, Operation & Maintenance of **Park and Food Kiosk at Hatia Dam**, we hereby make the following Financial Offer (Price Bid) to Jharkhand Tourism Development Corporation Limited for Authorization Period of **10 years**.

We quote Rupees \_\_\_\_\_  
words) towards Annual License Fee (*Bidder to quote price inclusive of Minimum Reserve Annual License Fee*).

We understand that the Annual License Fee (ALF) quoted by us is exclusive of GST and the same shall be payable over and above the ALF at applicable rate

We understand that the ALF will be subject to annual revision.

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

DATE

Request for Proposal

**Volume II: Draft Authorization Agreement**

**Selection of Operator for:**

**Park and Food Kiosk at Hatia Dam, Ranchi**

**Bid Due Date: 13.10.2017**

**Issued by:**

Managing Director

Jharkhand Tourism Development Corporation Limited

Tourist Complex, 5, Mahatma Gandhi Marg, Ranchi-834 001,

Tel No. +91 651 2331643/2331828

Fax: +91 651 2331828

**AUTHORISATION AGREEMENT FOR UPGRADATION, OPERATION, MAINTENANCE AND MANAGEMENT OF PARK AND FOOD KIOSK AT HATIA DAM**

THIS AUTHORISATION AGREEMENT is made on this \_\_\_ day of 2017 at \_\_\_\_\_

**By and Between**

**Jharkhand Tourism Development Corporation Limited**, a company registered under the Companies act, 1956, having its Registered Office at 5, Mahatma Gandhi Marg, Ranchi-834001, Jharkhand, (hereinafter the “**JTDC**” or “**Authority**”, which expression shall, unless the context otherwise requires, include its successors and assigns);

**And**

**M/s** \_\_\_\_\_, Firm/ a Company incorporated under the Companies Act, 2013 by the Preferred Bidder and having its Registered office at \_\_\_\_\_ and represented herein by its Authorized Person Mr./Ms. \_\_\_\_\_, -----( Designation if applicable), duly authorized by a board resolution passed on ----- or by Power of Attorney dated ----- ----- executed in his favor (Hereinafter referred to as the ‘**Authorisee**’, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, substitutes and permitted assignees) of the **SECOND PART**;

**And**

**M/s** \_\_\_\_\_, a company incorporated under the provisions of Companies Act, (1 of 1956/2013), or any other equivalent law abroad if it is a foreign entity and having its Registered Office at \_\_\_\_\_, duly represented through its Authorized Person Mr./Ms. \_\_\_\_\_, (----- Designation, if applicable) by a Board Resolution dated----- or by a Power of Attorney dated-----executed in his favor, in its capacity as the Confirming Party to this Agreement (Hereinafter referred to as the ‘**Preferred Bidder**’ which expression shall, unless the context otherwise requires, include its successors, and administrators) of the **THIRD PART**.

The expressions 'JTDC' and 'AUTHORISEE' shall hereinafter, as the context may admit or require, be individually referred to as the 'the **Party**' and collectively as 'the **Parties**'

WHEREAS:

- B. Recognizing the increasing significance of Jharkhand as an economic & tourist hub, JTDC had taken various steps for development of tourism infrastructure in the State including development of Tourist Complexes/ Hotels at various destinations. JTDC has developed **Park and Food Kiosk at Hatia Dam** in the state of Jharkhand, (hereafter referred as **Project Facility**”).
- C. The Project Facility shall be handed over to the Preferred Bidder/ Authorisee on as-is-where- is basis and all financing for upgradation, marketing, operation, maintenance and management of the Project Facility shall be on the part of the Preferred Bidder/ Authorisee. The Preferred Bidder shall be allowed to collect all revenue from the Project.
- D. After evaluating the received Proposals, JTDC accepted the proposal submitted by the Preferred Bidder and accordingly issued the Letter of Intent No ----- dated ----- (“**LOI**”) to the Preferred Bidder for the Project, requiring, inter alia, the execution of this Authorization Agreement, payment of Performance Security.
- E. The Preferred Bidder has since promoted and incorporated a company under the Companies Act 2013 to implement the Project, and has requested JTDC to accept the entity as the **Authorisee** which shall undertake the Upgradation, Operation, Maintenance and Management of the Project as per terms hereof. The Project Facility shall be provided to the Authorizee, so incorporated by the Preferred Bidder, for an Authorization period of 10 (ten) years and five years as per the provisions of this Authorization Agreement. At the end of the Authorization Period, the Project Facility shall be returned to the Authority along with all movable & immovable assets at no cost.
- F. As a pre-requisite to the execution of this Authorization Agreement, the Preferred Bidder has, for & behalf of the Authorisee, furnished the following guarantee/documents and fulfilled the following obligations, the receipt and compliance of which is hereby acknowledged by JTDC:
- a. Performance Security in the form of a demand draft having number ..... dated .....from .....Bank for an amount equivalent to Rs. (Rupee \_\_\_\_\_) , drawn in favor of Jharkhand Tourism Development Corporation Limited and payable at Ranchi;
- M. Upon fulfillment of the conditions mentioned in point L. above and placing reliance on the representation herein of the Selected Bidder as well as the Authorizee, JTDC has agreed to the Upgradation, Operation, Maintenance and Management of the Project Facility by the Authorisee on the terms, conditions and covenants hereinafter set forth in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

## **Section I: Conditions Precedent**

### **1. CONDITIONS PRECEDENT**

Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement shall be subject to the satisfaction in full of the conditions precedent relating to the other party ("**Conditions Precedent**").

#### **1.1 Conditions Precedent for Authorisee**

The obligations of the Authority hereunder are subject to the satisfaction in full of the following Conditions Precedent for the Authorisee. The Authorisee shall have:

- i. prepare and submit and get approvals on Detailed Project Report for Upgradation, Operation & Maintenance detailing out the upgradation plan, fittings & fixtures proposed in the Project Facility within 30 days of the Agreement.

#### **1.2 Conditions Precedent for the Authority**

The obligations of the Authorisee hereunder are subject to the satisfaction in full of the following Conditions Precedent for the Authority. The Authority shall have:

- i. Handed over to the Authorisee, the vacant possession of the Project Site along with the Project Facility on an as is where is basis together with the physical infrastructure amenities and fixtures and fittings forming part thereof, free from any Encumbrances within 03 days of the Agreement.
- ii. In the event the Conditions Precedent for a Party have not been satisfied within the stipulated time period and the Authority has not expressly waived, fully or partially, such conditions relating to the Authorisee, this Agreement shall cease to have any effect.
- iii. Upon the termination of this Agreement , the access to or possession of the Project Site granted to the Authorisee shall be forthwith terminated.
- iv. In the event this Agreement is terminated due to non-fulfillment of the Authorisee's Conditions Precedent and the same is not due to the Authority's default, the Authority shall forfeit the payments already made by the Authorisee, including the Performance Security furnished by the Authorisee.
- v. In the event this Agreement is terminated due to non fulfillment of the Authority's Conditions Precedent, the Authority shall, upon such termination, return/release the Performance Security submitted by the Authorisee, without any interest thereon, to the Authorisee;

#### **2.1 Grant of Authorization**

The Authority hereby grants to the Authorisee, the exclusive right, authority and authorization during the Authorization Period, including extension thereof, to use the Project Site to upgrade, manage, operate, maintain the Project Facility, and the Authorizee hereby accepts the Authorization and agrees to implement

the Project subject to and in accordance with the terms and conditions set forth herein.

Subject to and in accordance with the provisions of this Authorization Agreement, the Authorization hereby granted shall oblige or entitle the Authorizee to:

- (a) Enjoy complete and uninterrupted right of way, access, and license to the Project Site and Project Facilities during the Authorization Period;
- (b) upgrade, manage, operate, maintain and transfer the Project Facility and the Project Assets as per the terms of this Authorization Agreement;
- (c) Manage, operate and maintain the Project Facility and to regulate and handle the use thereof by Third Parties;
- (e) Determine, levy, retain and appropriate User Charges from the Users of the Project Facility;
- (h) Hand over the Project Facility and the Project Assets to the Authority on the Transfer Date;
- (j) to sublet the kiosks to the sellers of handicrafts, food items sellers, etc, subject to the limitations upon it under the RFP documents;

For the avoidance of doubt, it is clarified that at all times the Project Site, the Project Facility and the Project Assets shall be the property of the Authority and the Authorisee shall maintain the Project Assets and Project Facility in good condition till the end of the Authorization Period

## **2.2**

- i. In consideration of the Annual License Fee, the authority hereby grants to the Authorizee, leave and license rights in respect of the Project Facility on an "as-is-where-is" basis, free of any Encumbrances, to upgrade, operate and maintain the said Project Facility, and for no other purpose whatsoever.
- iii. It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the termination and or expiry of this Agreement for any reason whatsoever.

## **2.3 Access to the Authority and its consultants**

The Authorisee hereby acknowledges that the license, right of way and rights to the Project Facility granted to the Authorizee hereunder shall always be subject to the right of access of the Authority and/or consultants and their duly authorized employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement or otherwise.

## **2.4 Debarred Activities**

The Authorisee shall have no right to use or to allow the use of Project Site, existing civil structures or the temporary structures by any Person for purposes other than the purposes permitted hereunder, such as to be used as park, amusement area, open theatre, play area, swimming pool, food court space, art and craft zone, art & culture development area, etc..

## **2.1 Upgradation Period**

The Authorisee shall commence the Upgradation works from the approval date of Detailed Project Report (DPR), Upgradation Period shall be for a period of 5 (Five) month from the DPR approval date Date or six months from the date of agreement whichever is later.

## **2.2 Obligations of the Authorisee during the Upgradation Period**

The Authorisee shall have to:

- b. Complete Landscaping and beautification of the Project Facility;
- c. During the Upgradation Period and at any time during the Authorization Period, the Authorisee shall have no right to make any changes in the existing civil structure or to make any additional construction. However, if deemed necessary, the Authorisee can erect temporary/ semi permanent structures as per approved DPR, with prior written approval of the Authority subject further to necessary/ mandatory clearance from municipal and other relevant Competent Authority..
- d. Achieve the completion of Minimum Facilities like drinking water, Toilet facilities, Children Park, etc. and make the Project Facility operational, in all respect within 6 (six) months from the Agreement Date .

## **2.3 Upgradation Completion**

- i. The Upgradation works shall be deemed to be complete when the Minimum Facilities have been provided for in the Project Facility by the Authorisee to the satisfaction of the Authority and the Authority issues an Upgradation Completion Certificate to the Authorisee.
- ii. In the event that the Authorisee fails to achieve the Upgradation Completion by the Scheduled Upgradation Completion Date, unless such failure has occurred due to Force Majeure or for reasons solely & directly attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of Rs. 25000/- for delay of each week or part thereof, until Upgradation Completion is achieved. For the avoidance of doubt, it is agreed that recovery of Damages under this clause shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.
- iii. In the event that the Upgradation Completion is not achieved within 90 (ninety) days from the Scheduled Upgradation Completion Date, unless the delay is on account of reasons solely & directly attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement for an Authorisee Event of Default, in accordance with the provisions



hereof and the Performance Security, in such a case shall be liable to be forfeited.

## **2.4. Commercial Operations and User Charges**

2.4.1 Upon issuance of the Upgradation Completion Certificate the Authorisee shall commence the commercial operations of the Project .

2.4.2 On and from the COD and till the Transfer Date, the Authorisee shall have the sole and exclusive right to

- i. Determine, revise, charge, demand, collect, recover, retain and appropriate the User Charges at market driven rates from Users of the Project and for the goods, services, facilities and amenities etc. relating to the Project/Project Facilities at the Site that are provided, arranged or procured by the Authorisee by itself or under or pursuant to Project Agreements;
- ii. Provide separate customized services or tariff packages or differential rates or special or seasonal discounts for specific, bulk, regular Users or different category of users or during different parts of the year or for timely or early payment.

2.4.4 The Authorisee shall be given adequate flexibility to give the facility a name of its choice however the Authority reserves the right to withdraw the same if the name proposed jeopardises National/State/Society/General Public Interest.

## **3. AUTHORIZATION PERIOD AND CONSIDERATION TO AUTHORITY**

### **3.1 Authorization Period**

3.1.1 The Authorization Period during which the Authorisee is exclusively authorized to implement, operate and maintain the Project in accordance with the provision of this Agreement, shall commence from the Agreement Date for a period of 10 (ten) years from such date or the earlier termination or any extension of this Agreement in terms hereof. The authorization period can be extended for another term of 10 (ten) years on same terms and conditions hereof and written approval of the Authority on successful completion of the first term.

3.1.2. At the end of the Authorization Period or upon prior/sooner termination of this Authorization Agreement for any reason whatsoever, all rights given under this Authorization Agreement shall cease to have effect and the Project Facility along with the movable & immovable assets attached thereto shall revert back to the Authority, in good working condition.

### **3.2 Annual License Fee**

#### **3.2.1 Payment of Annual License Fee**

- a) In consideration of the Authorization, rights and privileges granted by the Authority to the Authorisee, the Authorisee shall after expiry of six months from the agreement date pay to the Authority an Annual License Fee.;

- b) For the Period on expiry of six months from the date of agreement till the 31<sup>st</sup> March of the relevant Accounting year, the Authorisee shall be required to pay to the Authority, towards the Annual License Fee, an amount to be calculated on a pro-rata basis of the Annual License Fee of `...../- (Rupees.....only) as quoted by the Preferred Bidder in its Bid and as accepted by the Authority. The said amount shall be paid by the Authorisee in advance, 7 days before commencement of each year.

### **3.2.2 Delay/Default in Payment of Annual Contract Fee and Consequences thereof**

- a) In the event of delay of up to four weeks, from the due date of payment towards Annual License Fee by the Authorisee, the Authorisee shall be required to pay an interest at the rate of 15% (fifteen percent) per annum, to be calculated from the due date till the date of actual payment.
- b) In the case of delay beyond the said four weeks, it shall become an Authorisee Event of Default entitling the Authority to terminate the Authorization Agreement in accordance with the provisions hereof and the Performance Security in such an event shall be liable to be forfeited by the JTDC.

### **3.3 Performance Security**

- 3.3.1 (a) The Authorisee, for the due, faithful and punctual performance of the Authorisee's obligations has delivered to the Authority draft in favor of Jharkhand Tourism Development Corporation Limited from \_\_\_\_\_ and payable at Ranchi of an amount R s . \_\_\_\_\_ (Rupees \_\_\_\_\_) towards the interest free performance security (the "**Performance Security**"). The Authorisee shall ensure that the amount of Performance Security is revised from time to time, till the end of the Authorization Agreement, so that the Performance Security is at all times equivalent to Annual License Fee.

#### **3.3.2 Appropriation of Performance Security**

- a) In the event the Authorisee defaults in the due, faithful and punctual performance of its obligations under this Authorization Agreement or failure to meet any obligations the Authority shall, be entitled to en-cash and appropriate the as damages for such default.
- b) Upon such encashment and appropriation of the Performance Security by the Authority, the Authority shall, by notice, grant 30 (thirty) days period to the Authorisee to replenish, in case of partial appropriation, to the original level of Performance Security and in case of appropriation of entire Performance Security, to provide a fresh Performance Security and the Authorisee shall, within the time so granted replenish or furnish to the Authority a fresh Performance Security as aforesaid, failing which the Authority shall be entitled to terminate this Authorization Agreement .

### **3.3.3 Release of Performance Security**

- a) Subject to the provisions of this Authorization Agreement the Authority shall return the Performance Security to the Authorisee within 30 (thirty) days from the issuance of the Authorization Agreement Completion Certificate without any interest.

## **4. OBLIGATIONS OF THE AUTHORITY**

### **4.1 General Obligations**

In addition to the obligations imposed explicitly or implicitly in terms of this Authorization Agreement, it shall also be the Authority's obligation to ensure that the following are made available or executed by the Authority:

- b. The Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Authorization Agreement;
- d. Existing arrangements of water supply and power supply at the Project Facility shall be continued and handed over to the Authorisee, till subsistence of the Authorization Agreement.
- f. Any liability, arising out of providing the Project Site and the Project Facility, to the Authorisee, free from all Encumbrances, unless expressly provided for in this Authorization Agreement, shall be borne solely by the Authority. The Authority shall indemnify the Authorisee and shall hold it harmless from any claim or consequential cost that may arise as a result thereof;
- g. Upon request from the Authorisee, the Authority shall provide reasonable assistance and facilitation in procuring the Applicable Permits and Clearances/ approvals which are necessary at the appropriate stages of the Project and which are in its authority to grant or cause to be granted subject to the Authorisee complying with the eligibility criteria for the grant of such Clearances.

## **5. OBLIGATIONS OF THE AUTHORISEE**

### **5.1 General Obligations**

Subject to and on the terms and conditions of this Authorization Agreement, the Authorisee shall, at its own cost and expense, upgrade the Project Facility, undertake the operation and maintenance of the Project Facility including the following:

- i. Obtain any and all Applicable Permits, necessary approvals, clearances and sanctions from the Competent Authority/ies, for necessary facilities including but not limited to facilities such as power, water supply, drainage & sewerage, fire fighting, telecommunications etc, as

and when required by the Authorisee and its subcontractors and employees to discharge their obligations under this Authorization Agreement;

- ii. Comply at all times with all Applicable Permits, approvals, clearances and Applicable Laws in the performance of its obligations under this Authorization Agreement and before undertaking/ running/ operating any facility within the Project Facility;
- iii. Shall seek environment & forest clearances from the concerned Competent Authorities, wherever required, at an appropriate time in implementation/operating the Project Facility and shall not cause any trees to be fell within the Project Site without obtaining requisite prior permission from the relevant Competent Authority and/or the JTDC.
- iv. Make timely payments of the Annual License Fee, as applicable, to the Authority in accordance with the terms of this Authorization Agreement;
- v. Provide for adequate clean drinking water and clean toilets for use of the Users;
- vi. For smooth and efficient running of the Project Facility, the Authorisee may after seeking prior written approval of the Authority, create additional support facilities and infrastructure or enhance the capacity of the support facilities.
- vii. The Authorisee shall have no right to make any changes in the existing civil structure. However, the Authorisee can erect temporary/ semi permanent structures as per the approved
- viii. Have the right to place electronic hoardings and advertisement boards, in accordance with Applicable Laws, within the Project Facility and generate and appropriate revenue from it;
- ix. Prepare and submit to the Authority a Detailed Project Report for Upgradation, Operation & Maintenance detailing out the upgradation plan, fittings & fixtures proposed in the Project Operation & Maintenance plan etc at its own cost in conformation with the various statutory provisions and good engineering practices within 30 days of signing of the Agreement.
- x. Be responsible for all liabilities arising out of operation, maintenance & management of the Project;
- xi. To maintain a separate asset register for all the fittings & fixtures provided by the Authority in the Project Facility and also for the new fittings & fixtures installed or caused to be installed by the Authorisee at the Project Facility.
- xii. In case during the subsistence of the Authorization Period, the Authorisee intends to replace any fittings & fixtures/ equipments provided/ installed/ caused to be installed by the Authority in the Project Facility prior to handing over the Project Facility to the Authorisee, the Authorisee shall notify the Authority of the same and the Authority, if it so desires, may get the particular asset removed from the Project Facility at its own cost within 7

(Seven) days from the date of Authorisee's notice or the Authorisee will be at liberty to dispose off the particular asset on its own.

- xiii. Not undertake or permit any unlawful activities prohibited under the Applicable Laws or the activities restricted by the authority like opening chicken shop, motor garage, bike repairing shop, etc.
- xiv. At all reasonable times and on reasonable notice, afford access to the Project Site/ Project Facility to the representatives of the Authority.
- xv. Take all necessary precautions to keep the Project Site/ Project Facility free from unauthorized occupation, encroachment, damage or degradation.
- xvi. Shall promptly respond to the queries or suggestions/directions made by or on behalf of the Authority.
- xvii. In the event of an accident at the Project Site the Authorisee shall, by most expeditious means, inform the concerned Civil and Police Authorities, and also the Authority, and it shall take expeditious action for the medical and legal aspects notwithstanding any delay on the part of these officials to give any instructions. The Authorisee shall keep the site of such accident intact, until completion of all legal formalities. The Authorisee shall then arrange for the expeditious removal of the wreckage or debris, and for cleaning the Project Facility.
- xviii. It is hereby agreed between the Parties that any and all applicable taxes levied and payable during the term of this Agreement, to any Government authority, shall be payable by the Authorisee.

## **5.2 Obligations relating to Insurance**

- i. The Authorisee shall obtain and maintain during the Upgradation and Authorization Period, at its own expense, insurance policies as may be required to be maintained under Applicable Laws.

## **5.3 OBLIGATIONS OF PARTIES**

Each Party shall

- i. Understand that the title to and ownership of the Project Site shall at all times vest in the Authority and shall not in any form or under any circumstance whatsoever, either permanently or temporarily, pass over or be deemed to pass over to the Authorisee or to Persons claiming by, under or through the Authorisee;

- ii. The land forming part of the Project, infrastructure made available by the JTDC and properties belonging to the JTDC can be sub-licensed to any third party for operation of kiosk and other sports activity for best use of park subject to the limitations of Authorisee under this agreement and RFP.
- iii. The third party in whose favour the right is being created by the Authorisee shall be stepping in the shoes of the Authorisee, without relieving the Authorisee from his principal liability towards the Authority, thereby meaning that the said third party shall independently be obliged to observe and bound by all obligations to which the Authorization Agreement binds the Authorisee.
- iv. The Authority shall be notified about the creation of each subletting/sub-licensing rights by the Authorisee along with a draft of the agreement proposed to be executed between the Authorisee and the third party for this purpose. Response or suggestion or direction of the Authority, if any, conveyed within one month, must be addressed by the Authorisee in this regard while creating sub-licensing rights. However, if the Authority fails to convey its response or suggestion or direction within the said one month, it shall be considered as deemed approval of the draft Agreement and the Authorisee can proceed in the matter.

## **6.1 Indemnification**

The Authorisee shall indemnify, defend and hold harmless the Authority during and after the term of this Authorization Agreement from and against all liabilities, damages, losses, expenses, debts, demands, actions, proceedings, costs and claims of any nature whatsoever.

## **6.2 Risk and Liability**

Except as expressly provided in the Authorization Agreement, the Authorisee shall carry out and perform its rights and obligations under the Authorization Agreement at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Project and all its rights and obligations under or pursuant to the Authorization Agreement.

## **7. FORCE MAJEURE**

### **7.1 Force Majeure Event**

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or the consequence(s) thereof which affect or prevent a Party (Authority or Authorisee) claiming force majeure ("**Affected Party**") from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) such party could not have

prevented or reasonably overcome with the exercise of due diligence, reasonable efforts, skill and care, (iii) does not result from the negligence of such party or the failure of such party to perform its obligations hereunder, (iv) is of an incapacitating nature and prevents or causes a delay or impediment in performance that has material adverse effect.

## **7.2 Notice of Force Majeure Event**

As soon as practicable and in any case within 3 (three) days of the Affected Party shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- i. The nature and extent of the Force Majeure Event;
- ii. The estimated Force Majeure Period;
- iii. The nature of and the extent to which, performance of any of its obligations under this Authorization Agreement is affected by the Force Majeure Event;
- iv. The measures, which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- v. Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Authorization Agreement.

## **7.3 Performance of Obligations**

The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that due notice of the Force Majeure Event has been given to the other Party.

## **7.4 Termination Due To a Force Majeure Event**

If a Force Majeure Event subsists for a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion terminate this Authorization Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party.

## **8. Successors and assigns**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective

successors and permitted assigns.

## **9. Reconciliation**

In the event that the parties are unable to resolve the Dispute through direct discussions within 15 days of first attempt at such amicable settlement, any party may make a reference to the Administrative Secretary of the Department of Tourism, Government of Jharkhand to reconcile the Dispute and determine the rights and obligations of both the Parties in respect thereof.

**10. Arbitration or Adjudication**

- i. In the event that the parties are unable to resolve the Dispute through the process of reconciliation within 30 days of reference to reconciliation, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by the Administrative Secretary of the Department of Tourism, Government of Jharkhand. The place of arbitration shall be at Ranchi but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time. Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.
- ii. Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**10. Governing Law and Jurisdiction**

This Authorization Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts of Ranchi only shall have jurisdiction over all matters arising out of or relating to this Authorization Agreement.

**IN WITNESS WHEREOF** the Parties have executed and delivered this Authorization Agreement by their duly authorised representative on the date first above written:

**SIGNED ON BEHALF OF the Authority**

\_\_\_\_\_ (Signature)

**SIGNED, SEALED AND DELIVERED**

(Authorizee)